



OIL INDIA LIMITED
(A Government of India Enterprises)
PO : Duliajan – 786602
Assam (India)

TELEPHONE NO. (91-374) 2808614

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Email: matmmfsa@oilindia.in ; erp_mm@oilindia.in

TENDER NO. SSG9708P19/01

DATE: 12.11.2018

INVITATION TO e-BID UNDER SINGLE TWO BID SYSTEM

Dear Sirs,

OIL invites Bids for the supply of **4000M OF 20" (508 MM) O.D CASING WITH ATTACHEMNTS, API 5CT** through **E-Procurement**. The details of the tender are as under:

1. Details of items with specification, quantity and special notes are given in Technical Rfx → External area → Tender documents as Annexure - IA
2. General terms and Conditions of the tender are as per attached document No.MM/GLOBAL/E-01/2005-July2012.
3. The prescribed Bid Forms for submission of bids are available in the tender document folder. Technical Checklist and Commercial Checklist vide Annexure IV must be filled-up and submitted along with the technical bid. BEC/BRC as per Annexure -CCC must be complied and submitted with the technical bid.
4. Type of Tender : International Competitive Bidding
5. Type of Bidding : **SINGLE STAGE TWO BID SYSTEM**
6. Tender Fee : NIL
7. Bid Security Amount : **INR 7,34,500.00 OR USD 9,875.00**
(Or equivalent amount in any currency)
8. Performance Security : **Applicable @10% of Order Value.**
9. Bid Closing /Opening Date : 23.01.2019
10. Bid Validity : Bid should be valid for 120 days from bid closing date.
11. Bid Bond Validity : Bid Bond should be valid upto 23.08.2019
(Bid bond format has been changed. Please submit bid bond as per revised format failing which offer will be rejected)
12. Integrity Pact : Applicable

Special Note :

1.0 The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet NO. MM/GLOBAL/E-01/2005-July2012 for E-procurement (ICB Tenders) including Amendment and Addendum. **Special attention to the bidders is drawn to Section – E of the document.**

2.0 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 GM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam** on or before **13:00 Hrs (IST)** on 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.

3.0 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.

4.0 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.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

5.0 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.

6.0 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 Custom Duty during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST against Essentiality Certificate wherever applicable, as per Notification No.3/2017 – Integrated/ Central Tax (Rate) dated 28th June, 2017/Deemed Export Benefit against this purchase.

Details of Deemed Export are furnished vide Addendum to MM/GLOBAL/01/2005 enclosed.

7.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

8.0 Please refer to the **"New Vendor Manual (effective 12.04.2017)"** available in the login Page of the OIL's E-tender Portal.

9.0 Bidders to take special note of the following conditions:

- a) **Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>**
- b) **Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.**
- c) **MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.**
- d) **For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.**
- e) **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.**

10.0 OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following two documents before uploading their bid. These documents are also uploaded as part of NIT.

- 10.1 Guidelines to Bidders for participating in OIL.
- 10.2 Instruction to bidder for submission.

- 11.0 Please refer **Annexure-CCC** 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.
- 12.0 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 must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 13.0 The prices of the items should be quoted as per **Annexure -P** (uploaded under the tab “Notes & Attachment”) and to be uploaded separately under the tab “Notes & Attachment”.
- 14.0 In view of implementation of GST w.e.f. 01.07.2017, Bidders to note of **ANNEXURE- GST** and to submit their offers complying with the same.
- 15.0 Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. A new Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished vide **Annexure- PPLC**. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable.
- 16.0 **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:** If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. **In this regard, bidders are requested to submit an Undertaking as per ANNEXURE-K alongwith their offer failing which their offer shall be liable for rejection.**

Yours Faithfully

Sd-
(A. D. SINGH)
SR.PURCHASE OFFICER (FS)
FOR GM-MATERIALS

OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. Duliajan-786602, Assam
Fax No. 91-374-2800533, E-mail:matmmfsa@oilindia.in

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Tender Fee : INR 0.00 OR USD 0.00
Bid Security Amount : INR 734,500.00 OR USD 9,875.00
(or equivalent Amount in any currency)

Bidding Type : Two Bid

Bid Closing On : 23.01.2019 at 11:00 hrs. (IST)
Bid Opening On : 23.01.2019 at 14:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Global tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 01012327	CASING, API, SEAMLESS OR ERW, SCREWED & COUPLED, WITH API MONOGRAM, IN RANGE 3 LENGTH BUT MAXIMUM LENGTH OF EACH JOINT SHALL BE RESTRICTED TO 12.19 MTRS. (40 FT.) FITTED WITH PRESSED STEEL OR ELASTOMER-CUM-METALLIC (COMPOSITE) THREAD PROTECTOR. Casing O.D. :508 mm (20") Weight :140.01 Kg./Mtr. (94 PPF) Grade :K-55 A.P.I.Std. :5CT Threads :Buttress Colour Code :Bright Green	4000	M
20 01112323	CASING SHORT NIPPLE/LANDING NIPPLE CASING SHORT NIPPLE FOR 508 MM OD X 140.01 KG./MT(20" OD X 94 PPF) X K-55 BTC THREAD AS PER API STANDARD 5CT. COLOUR CODE : BRIGHT GREEN 2.60 Mtr. (8.1/2 Ft.) Tolerance : (+/-) 77 mm	2	NO
30 01112334	7.30 Mtr. (24 Ft.), Tolerance : (+/-) 77 mm	2	NO

Note description for item no./nos. : 10

1. The colour coding (to assist weight identification at site) shown above to be applied to each length of casing near the centre of joint in the form of 2" wide band for each colour specified.
2. Third Party Inspection is required.
3. Elastomer-cum-metallic (composite) protector for pin and box end of casing should be extra strong closed end and of Drilltech make or it's suitable equivalent. The protector should be designed in such a way in order to cover the full length of casing threads as well as casing coupling threads. It should have steel shell and elastomer to reduce impact design, to stop corrosion, to eliminate stripping and to keep thread compound active.

Note description for item no./nos. : 20, 30

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GENERAL NOTE FOR ABOVE CASING NIPPLE**1.0 SPECIFICATIONS :**

1.1 Casing short nipples/change nipples must be manufactured as per API Spec. 5CT, latest edition and must bear API monogram. A copy of valid API Spec. 5CT certificate from the manufacturer shall be submitted along with the offer.

1.2 The casing short nipples/change nipples shall be brand new, unused, and of prime quality.

1.3 Casing short nipples/change nipples shall be seamless or ERW threaded and fitted with power tightened couplings as per API Spec. 5CT (Latest Edition).

1.4 Couplings : Couplings for casing short nipples shall be as specified in API Spec. 5CT (latest edition) and must be manufactured by API approved mills.

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

1.6 Pipe Ends : Ends must be prepared as per relevant API specifications including clear triangle mark in case of Buttress thread. Suitable pressed steel thread protectors at both ends as specified in API 5CT (latest edition) shall be used to protect the ends.

1.7 The offer must contain detailed description of the materials giving details of size, weight/wall thickness, grade, length range, type of end, API Std., end protectors etc. Insufficient description will lead to rejection of the offer.

1.8 The offer must be accompanied by a detailed product catalogue specifying the performance properties of the offered product. (These properties should not be less than those stipulated by API, BUL 5C2, latest edition, in any case).

Failure to comply with the above may lead to rejection of the offer.

2.0 MILL INSPECTION, TESTING & CERTIFICATION :

2.1 The following tests and inspections shall be carried out as per API Spec. 5CT (latest edition) and results thereof furnished to OIL along with the supply.

i) Testing of Chemical Composition

ii) Testing of Mechanical Properties

iii) Hydrostatic Tests

iv) Dimensional testing (wall thickness, drift test, length, weight determination and straightness).

v) Visual Inspection

vi) Non-Destructive Inspection

The manufacturer shall furnish a certificate of compliance stating that the material has been manufactured, sampled, tested and inspected in accordance with API Spec. 5CT (SR-15), latest edition.

2.2 End threading, gauging, thread inspection and certification shall be carried out as per API Std. 5B (latest edition).

3.0 IDENTIFICATION MARKING :

3.1 Marking is to be done on each joint strictly as per Appendix 'D' of API Spec. 5CT (Latest Edition).

3.2 Additionally, 'OIL' logo/mark and the purchase order number shall be die stamped or paint stencilled on each joint.

3.3 Colour Coding : The colour coding shall be done as per API Spec. 5CT (latest edition). The colour band shall be 50.8 mm (2") wide and shall be encircling the pipe at a distance not greater than 2 ft. from the coupling or box with entire paint on the outside surface of coupling.

3.4 For Buttress threaded casing short nipples/change nipples, a 1" wide by 24" long longitudinal white paint stripe shall be placed adjacent to the triangle mark on the field end; additionally, a 1" wide by 4" long longitudinal white paint stripe shall be placed adjacent to the triangle mark on the mill end.

4.0 THIRD PARTY INSPECTION :

4.1 Inspection by an independent third party to cover the following shall be required against all casing short nipples/change nipples.

i) Material Identification

ii) Stage inspection at random visit basis during manufacturing. iii) Audit and endorsement of all chemical analysis and physical test reports.

iv) Witness dimensional checks

v) Witness mechanical tests.

vi) Witness NDT

vii) Witness hydrostatic tests.

viii) Visual inspection for imperfections

ix) Longitudinal defect identification

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- x) Transverse defect identification
- xi) Wall thickness measurement
- xii) Grade comparison
- xiii) End area defect identification
- xiv) Thread inspection
- xv) Issue of certificate

4.2 The third party inspection is to be carried out by an internationally reputed inspection Agency. Bidders must indicate the availability of such a Third Party Inspection Agency in their area furnishing the following information :

i) Name of the Inspecting Agency (OIL's clearance has to be obtained prior to engagement except in case of M/s. Lloyds,

M/s. Rites, M/s. I.R.S., Tuboscope or B.V.

ii) All inclusive charges for Third Party Inspection per metre/per nipple (to be indicated separately).

Note:

Offers without Third Party Inspection charges, as specified above, will be loaded with maximum value towards third party inspection received for the tender for comparison. However, OIL will reserve the right not to avail the inspection at its discretion

5.0 WARRANTY :

The supplier shall warrant that all tubulars to be supplied in the event of an order, shall be free from all defects and defaults in materials, workmanship and manufacture and shall be in full conformity with the specified API standards. This clause shall be valid for 12 months from the date of relative consignment note. The defective materials rejected by the purchaser shall be replaced by the seller at his expense immediately

Standard Notes : AA . STANDARD NOTE :

1) The tender is invited under SINGLE STAGE TWO BID SYSTEM. The bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User -> Technical Bid. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User -> Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. The prices bid of the items should be uploaded as an attachment under Notes & Attachments tab. **No price should be given in above Technical Rfx otherwise the offer will be rejected.**

2) 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 and upload the same in the Technical RFx Response-> User -> Technical Bid. No price should be given in above Technical Rfx otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User -> Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **The prices bid of the items should be uploaded as an attachment under Notes & Attachments tab as per ANNEXURE-P.**

3) All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.

4) Bid should be valid for minimum 120 days from bid closing date, failing which offer shall be rejected. Therefore, please ignore the minimum validity mentioned in the General Terms and Condition of Global Tender (MM/GLOBAL/E-01/2005-July 2012).

5) The original bid security (Amount is mentioned above and also in Rfx Parameters of the

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tender in OIL's e-portal) should reach us before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the Technical RFx Response-> User - > Technical Bid as per clause 9.8 of Section A General Terms and conditions for Global Tender (MM/GLOBAL/E-01/2005- July 2012). **The bid security shall be valid up to 23.08.2019.**

6) Performance Security @10% of order value, is applicable against this tender. Please refer clause 10.0 of Section A of General Terms and conditions for Global Tender (MM/GLOBAL/E-01/2005-July2012).

7) Bidders have to indicate the minimum FOB/FCA charges in case of partial order for reduced quantity/items. In case this is not indicated specifically, the charges quoted would be prorated calculated and the same will be binding on the bidder.

8) 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.

9)PRICE BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TECHNO-COMMERCIALY ACCEPTABLE. THE TECHNO-COMMERCIALY ACCEPTABLE BIDDERS WILL BE INFORMED BEFORE THE OPENING OF THE "PRICE BID".

10)Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/specifications of all major components, systems with Make & Model, etc. Generalised response like - 'As per NIT Specifications/Technical Leaflet', 'Noted', 'Accepted' or in any similar fashion is not acceptable.

11) 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 Global Tender (MM/GLOBAL/E-01/2005-JULY2012). Bidders are requested to take note of the same and to submit their offers accordingly.

12) Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. A new Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished vide Annexure- PPLC. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the referred policy and shall have to submit all undertakings / documents applicable for this policy.

13) The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/GLOBAL/E-01/2005-July2012 for E-procurement (ICB Tenders) including Amendment and Addendum. Special attention to the bidders is drawn to Section - E of the document. In addition to BRC criteria vide section -D of General Terms & Conditions for Global tenders (MM/GLOBAL/E-01/2005-JULY 2012), the BEC/BRC vide Annexure-CCC will be applicable against the tender failing which offer will be rejected.

14) The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity

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Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be uploaded by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. The name of the OIL's Independent External Monitors at present are as under :

i) Shri Rajiv Mathur, IPS (Retd.)
Former Director (IB) Govt. of India
e-Mail Id: rajivmathur23@gmail.com

ii) Shri Satyananda Mishra, IAS(Retd.)
Former Chief Information Commissioner &
Ex-Secretary, DOPT, Govt. of India
e-Mail Id: satyanandamishra@hotmail.com

iii) SHRI JAGMOHAN GARG,
Ex-Vigilance Commissioner, CVC
e-Mail id : jagmohan.garg@gmail.com

15) The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification in case of the following:

- i. Validity of bid shorter than validity indicated in the tender.
- ii. Original Bid Security not received within the stipulated date and time mentioned in the tender.
- iii. Bid security with (a) Validity shorter than the validity indicated in tender and/or (b) Bid security amount lesser than the amount indicated in the tender.
- iv. In case the party refuses to sign the Integrity Pact.

16) 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:

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

- a. (i) "MT 760 / MT 760 COV for issuance of bank guarantee
- (ii) "MT 767 / 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, Duliajan Branch, IFS Code - UTIB0001129.
Branch Address - AXIS Bank Ltd, Duliajan Branch, Daily Bazar, Jyotinagar Duliajan, District - Dibrugarh, Pin - 786602."

17) FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per ANNEXURE-K alongwith their offer failing which their offer shall be rejected.

18) Revision, clarification, addendum, corrigendum, time extension etc to the tender will be hosted on OIL website only. No separate notification shall be issued. Bidders are requested to visit OIL website regularly to keep themselves updated.

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Special Notes : BB) SPECIAL NOTES:

1)EACH ITEM SHALL BE EVALUATED INDEPENDENTLY. BIDDERS ARE REQUESTED TO TAKE A NOTE OF IT AND SUBMIT THEIR OFFER ACCORDINGLY.

2)**DELIVERY** : Tentatively In July,2019

3)Reverse Auction is not applicable against this tender.

4)Indigenous Bidder must indicate handling charge to the nearest Rail Head. If any Indigenous Bidder does not indicate the handling charge to the nearest rail head, their offer will be liable for rejection.

5)Anti-Dumping duty is not applicable against this tender.

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

In addition to Bid Rejection Criteria (BRC) mentioned in the General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005-July2012) and amendments to General Terms and Conditions for Global Tender ,Please refer **Annexure-CCC** 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.

DD. GENERAL NOTES FOR CASING:**1.0 SPECIFICATION :**

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

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

1.3 Casings shall be seamless , threaded and fitted with power tightened couplings as per API Spec. 5CT (latest edition).

1.4 Range : All casings shall be supplied in range III length. However, length of each joint should be restricted to 12.19 mtrs (40 ft.) max.

1.5 Coupling : Couplings shall be as specified in API Spec. 5CT (latest edition)and must be manufactured by API approved mills.

1.6 Coating : Coating shall be done as per API Spec. 5CT (latest edition) and adequately oiled to withstand sea voyage.

1.7 Pipe ends : Ends must be prepared as per relevant API specifications including clear triangle mark in case of Buttress thread. Suitable pressed steel / Elastomer-cum-metallic (Composite) thread protectors at both ends as specified in API 5CT (latest edition) shall be used to protect the ends.

Note : Elastomer-cum-Metallic (Composite) thread protectors for pin and box end of the casing should be extra strong, closed end & of Drilltech make or it's suitable equivalent. The protector

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should be designed in such a way that it covers the full length of casing threads as well as casing coupling threads. It should have steel shell and elastomer to reduce impact design, to stop corrosion, to eliminate stripping and to keep thread compound active.

1.8 The offer must contain detailed description of the materials giving details of size, weight/wall thickness, grade, length range, type of end, API Std., end protectors etc. Insufficient description will lead to rejection of the offer.

1.9 THE OFFER MUST CONTAIN THE VARIOUS PERFORMANCE PROPERTIES OF THE OFFERED PRODUCT VIZ. COLLAPSE RESISTANCE, INTERNAL YIELD PRESSURE, PIPE BODY YIELD STRENGTH & JOINT STRENGTH (THESE PROPERTIES SHOULD NOT BE LESS THAN THOSE STIPULATED BY API, BUL 5C2, LATEST EDITION IN ANY CASE). FAILURE TO COMPLY WITH THE ABOVE MAY LEAD TO REJECTION OF THE OFFER.

2.0 MILL INSPECTION, TESTING & CERTIFICATION:

2.1 The following tests and inspections shall be carried out as per API spec. 5CT (latest edition) and results thereof furnished to OIL along with the supply. Mill Test certificates are to be submitted to OIL in Original.

- i) Testing of Chemical Composition.
- ii) Testing of Mechanical Properties.
- iii) Hydrostatic Tests.
- iv) Dimensional testing (wall thickness, drift test, length, weight, determination and straightness).
- v) Visual Inspection.
- vi) Non-Destructive Inspection.

The manufacturer shall furnish a certificate of compliance stating that the material has been manufactured, sampled, tested and inspected in accordance with API Spec. 5CT (SR-15), latest edition. The above certificate should be submitted to OIL in Original.

2.2 End threading, gauging, thread inspection and certification shall be carried out as per API Std. 5B (latest edition).

3.0 IDENTIFICATION MARKING :

3.1 Marking is to be done on each joint strictly as per Appendix D of API Spec. 5CT.

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

3.3 Colour coding: The colour coding shall be done as per API Spec. 5CT (latest edition). The colour band shall be 50.8 mm (2") wide and shall be encircling the pipe at a distance not greater than 2 ft. from the coupling or box with entire paint on the outside surface of coupling.

3.4 For Buttress threaded casings a 1" wide by 24" long longitudinal white paint stripe shall be placed adjacent to the triangle mark on the field end; additionally, a 1" wide by 4" long longitudinal white paint stripe shall be placed adjacent to the triangle mark on the mill end.

4.0 THIRD PARTY INSPECTION :

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

- (i) Material Identification.
- (ii) Stage inspection at random visit basis during manufacturing.
- (iii) Audit and endorsement of all chemical analysis and physical test reports.
- (iv) Witness dimensional checks.

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- (v) Witness mechanical tests.
- (vi) Witness NDT.
- (vii) Witness hydrostatic tests
- (viii) Visual inspection for imperfections.
- (ix) Longitudinal defect identification.
- (x) Transverse defect identification.
- (xi) Wall thickness measurement.
- (xii) Grade comparison.
- (xiii) End area defect identification.
- (xiv) Thread inspection.
- (xv) Check and verify length of each joint.
- (xvi) Issue of certificate.

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

4.2 The third party inspection is to be carried out by an internationally reputed inspection Agency. Bidders must indicate the availability of such a Third Party Inspection Agency in their area furnishing following information.

- (i) Name of the Inspecting Agency (OIL's clearance has to be obtained prior to engagement except M/s. Lloyds, M/s Bureau Veritas, M/s. RITES, M/s. I.R.S., M/s. Tuboscope Vetco and M/s DNV-GL.)
- (ii) All inclusive charges for Third Party Inspection per metre (to be indicated separately).

CC. BID REJECTION CRITERIA (BRC)	Compliance by Bidder	
	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid
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		
In addition to BRC criteria vide section –D of General Terms & Conditions for Global tenders (MM/GLOBAL/E-01/2005 - JULY 2012), the following clauses will be applicable against the tender failing which offer will be rejected.		
1.0 MANUFACTURING DETAILS :		
1.1 Bidders must specify categorically in their offer if the following jobs in respect of the Casing / Tubing / Tubular offered by them would be carried out by themselves. i) Manufacture of the Green pipe (Unprocessed Plain End Pipe) ii) Manufacture of the Mother/Processed pipe iii) Manufacture of Coupling Stock/blanks iv) Manufacture of Coupling v) Threading of item (ii) or (iii) and End finishing jobs. In case any or all the above jobs would be carried out in their plant, they must forward valid API certificate(s) issued in their name for respective job(s) together with the offer.		
1.2 In case some of the above jobs are not carried out in their plant but would be carried out in some other works, the bidders must submit API certificate(s) issued in the vendors' name for respective job(s). These certificates must be furnished along with the offer.		
1.3 Bidders doing none of the above jobs would be treated as supply house/traders. As supply house /traders to bid, they however must fulfil the criteria laid down in General terms and conditions (refer para 1.2 of Section A of General Terms and Conditions) to be eligible for bidding. 1.3.1 They (Supply Houses/Traders) must forward the following certificates along with the offer failing which the offer will be rejected. i) A certificate from the manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder. ii) Valid API certificates from the manufacturer of Threaded and coupled API Casing / Tubing / Tubular. 1.3.2 It may be noted that no change in manufacturing mill will be allowed after placement of order. Bidder must confirm the same in their bid.		
1.4 Bidders must clearly indicate the country of origin.		
1.5 Manufacturer's / Processor's / Threader's Experience: Manufacturer / Processor / Threader of the offered item(s) should satisfy the following clauses along with documentary evidence which should be enclosed along with the techno-commercial bid: 1.5.a Minimum 5 (five) years of experience of manufacturing / processing / threading and ultimately supplying similar material (same or higher grade and same or higher outer diameter) to companies which are in the business of exploration and production of hydrocarbons. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid. Copies of API-5CT for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with technocommercial bid.		
1.5.b Should have manufactured / processed / threaded and ultimately supplied similar material (same or higher grade and same or higher outer diameter) at least 50% of tendered quantity of each item to companies which are in the business of exploration and production of hydrocarbons during the last 5 (five) Years. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.		
1.5.c Domestic manufacturer / processor who have satisfactorily executed development orders placed by OIL for similar material (same or higher grade and same or higher outer diameter) would be considered as established sources for supply. Documents for satisfying BRC clause 1.5.a & 1.5.b above are not required to be submitted. However, the domestic manufacturer / processor should indicate the details of OIL's Purchase Order(s) executed by them and submit respective documentary evidence in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence. Such domestic manufacturers / processors should have valid API-5CT certificate for last 5 (five) years (i.e. continuous without having any break in between) and should be submitted along with the techno-commercial bid.		
1.5.d Documentary evidence in respect of 1.5.a & 1.5.b above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the technocommercial bid.		
1.5.e In case bidder is a manufacturer then he should have valid API-5CT certificate for last 5 (five) years (i.e. continuous without having any break in between) for manufacturing Threaded and Coupled API Casing / Tubing / Tubular and documentary evidence thereof should be submitted along with the techno-commercial bid. For this purpose the period reckoned shall be the period prior to the date of opening of the technocommercial bid.		

	Compliance by Bidder	
<p>1.5.f In case the bidder is sole selling agent / distributor / dealer / supply house of any API approved manufacturer, then bidder must furnish the following documents. Such bidder can offer the desired product only from API approved manufacturer having all the required authorization to manufacture Threaded and Coupled API Casing / Tubing / Tubular. (Bids from Sole selling agents / distributors / dealers / supply houses for processor or Threader will not be accepted.):</p> <p>i) Back-up authority cum Warranty letter in original on manufacturer's letter head, valid at the time of bidding which should remain valid during the entire execution period of the order, from the concerned manufacturer guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder and also authorized them to market their products.</p> <p>ii) Copies of valid API-5CT certificate of manufacturer for the last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of the techno-commercial bid.</p> <p>iii) Bidder should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom their Manufacturer has supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) years along with documentary evidence to satisfy above clause 1.5. For this purpose the period reckoned shall be the period prior to the date of opening of the technocommercial bid.</p> <p>iv) Documentary evidence in respect of (iii) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.</p>		
<p>1.5.h In case the bidder is API approved Processors / Threaders who intend to purchase plain end pipes and coupling stock from other manufacturers and do heat treatment / threading - end finishing and testing should indicate the sources from where they intend to purchase plain end pipes and coupling stock and should also submit the following documents:</p> <p>i).a Copy of valid API-5CT certificate in favour of manufacturer of green pipes, coupling blank/ stock must be submitted with the bid.</p> <p>i).b Copy of valid API-5CT certificate in favour of manufacturer of coupling for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid in case the processor/ threader should purchase the coupling from other mills.</p> <p>ii) Copy of valid API-5CT certificate in favour of processor / threader to do heat treatment / threading – end finishing and testing of Casing / Tubing / Tubular for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid.</p> <p>iii) a. Processors must purchase the green pipes, coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid API-5CT certificates.</p> <p>iii) b. Threaders must purchase processed mother pipes & Coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid API-5CT certificates for last 5 (five) years (i.e. continuous without having any break in between) along with the techno commercial bid. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.</p> <p>iv) Processors / Threaders should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom they have supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) Years along with documentary evidence to satisfy above clause 1.5. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.</p> <p>v) Documentary evidence in respect of (iv) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.</p>		
<p>1.5.i Documents in any language other than English should be got translated in English and the copy of the original version English translation should be got verified from any one of the following)</p> <p>i) Official of Indian Embassy / High Commission / Consulate General situated in the country where language has been translated.</p> <p>ii) Official of Embassy / High Commission / Consulate General of the country where language has been translated, in India.</p> <p>1.6 Bidder should confirm to submit API 5CT certificate, as specified elsewhere in the tender, in subsequent Price bid(s). Price bid of those bidders who fails to submit valid API 5CT certificate or whose API 5CT certificate is suspended will not be opened.</p>		
<p>Note –</p> <p>1. Manufacturer/ manufacturing mentioned above mean Manufacturer/ manufacturing of Plain end Green Pipe, Coupling Stock through processing and threading to finished Threaded or Coupled Casing / Tubing / Tubular.</p> <p>2. No change in API mill(s) other than those indicated in the techno-commercial bid will be allowed after placement of order.</p>		
FINANCIAL CRITERIA:		

	Compliance by Bidder	
<p>Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least Rs. 1.84 Cr. or USD 246,802.60</p> <p>1.1 Net worth of bidder must be positive for preceding financial/ accounting year.</p> <p>2.0 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 2017-18 has actually not been audited so far.</p>		
<p>Notes:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-</p> <p>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.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>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.</p> <p>3.0 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.</p>		
COMMERCIAL CRITERIA:		
<p>1.0 The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification in case of the following :</p> <p>i. Validity of bid shorter than validity indicated in the tender.</p> <p>ii. Original Bid Security not received within the stipulated date and time mentioned in the tender.</p> <p>iii. Bid security with (i) Validity shorter than the validity indicated in tender and/or (ii) Bid security amount lesser than the amount indicated in the tender.</p> <p>iv. In case the party refuses to sign the Integrity Pact.</p>		
2.0 Offers with techno commercial bid-containing prices shall be rejected outright.		



ANNEXURE- GST

GST Clause

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-Profitteering 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.
8. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
9. **Price bid format:**
Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below (instead of putting it under Condition tab as per Online Price Bid format).

(i) Price Bid Format (SUMMARY) for Foreign Bidders:

- (A) Basic material value (including TPI, if any) with HSN code (to indicate item wise):
- (B) Packing & FOB Charges :
- (C) Total FOB Port of Shipment value, (A+B) above :
- (D) Overseas Freight Charges upto Kolkata, India :
- (E) Insurance Charges :
- (F) Total CIF Kolkata value, (C+D+E) :
- (G) Total Value in words :
- (H) Gross Weight :
- (I) Gross Volume :
- (J) Pre-despatch Inspection Charges (if any) including applicable taxes (shall not be considered for evaluation):

(ii) Price Bid Format (SUMMARY) for Indigenous Bidders:

- (A) Basic material value (including TPI, if any) with HSN code (to indicate item wise):
- (B) Packing and Forwarding Charges, if any:
- (C) Total Ex-works value, (A+B) above :
- (D) GST on C (Please indicate applicable rate) :
- (E) Compensatory Cess, if any (Please indicate applicable rate) :
- (F) Total FOR Despatching Station price, (C+D+E) above :
- (G) Road Transportation charges to Duliajan :
- (H) GST on G (Please indicate applicable rate) :
- (I) Insurance Charges inclusive of GST:
- (J) Total FOR Duliajan value, (F+G+H+I) above :
- (K) Total FOR Duliajan value in words :
- (L) Pre-despatch Inspection Charges (if any) including applicable taxes (shall not be considered for evaluation):
- (M) Gross Weight :
- (N) Gross Volume :
- (O) Import Content, if any :
- (P) Local Content details :

10.0 Bid evaluation criteria:

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

Note: 1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, 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, IGST @5% shall be applicable. IGST @5% shall be applicable for Indigenous bidders also under deemed export benefit.

10.1 When only foreign bidders are involved:

Comparison of bids shall be done on the basis of "TOTAL CIF+CD+GST VALUE (L)" quoted by the Bidders against **each individual item** as per Price Bid Format adopted in the Tender considering the following:

- (A) Total Material value:
- (B) Packing & FOB Charges :
- (C) Total FOB Port of Shipment value, (A+B) above :
- (D) Overseas Freight Charges upto Kolkata, India :
- (E) Insurance Charges :
- (F) Banking Charges @ 1% of C*
- (G) CIF value (C+D+E+F) :
- (H) Basic Customs Duty (including cess, if any) on G :
- (I) CIF value + CD (G+H) :
- (J) IGST (including cess, if any) on I :
- (K) Compensatory cess on J, if any :
- (L) Total CIF+CD+GST Value (I+J+K)

NOTE: Banking charge in the country of the foreign bidder shall be borne by the bidder. Banking charge 1% for payment through Letter of Credit. And 1.5 % if confirmed LC at buyer's account is required.

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

Comparison of bids shall be done on the basis of "TOTAL FOR DULIAJAN VALUE (J)" quoted by the Bidders against **each individual item** as per Price Bid Format adopted in the Tender considering the following:

- (A) Material value:
- (B) Packing and Forwarding Charges, if any:
- (C) Total Ex-works value, (A+B) above :
- (D) GST on C :
- (E) Compensatory Cess, if any:
- (F) Total FOR Despatching Station price, (C+D+E) above :
- (G) Road Transportation charges to Duliajan :
- (H) GST on G :
- (I) Insurance Charges inclusive of GST:
- (J) Total FOR Duliajan value, (F+G+H+I) above :

11.3 When both foreign and domestic bidders are involved:

The Total Value of domestic bidder as worked out as per para 10.2 (F) above and Total Value of the foreign bidder worked out as per Para 10.1(L) above will be compared.

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 Tender No. SSG9708P19/01. 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 he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/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.

AMAR DEEP SINGH
SPO (FS)

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. Duliajan
Date . 12.11.2018

Provisions 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.

- 1.0 Vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017, MoPNG has notified Govt. Policy for providing Purchase Preference linked with Local Content (PP-LC) in all PSUs under MoPNG for awarding a specified percentage of tender quantity to the lowest techno-commercially qualified LC Bidder, subject to meeting certain conditions as stipulated in the Policy.
- 2.0 The said Policy shall be applicable in ICB/NCB Tenders for procurement of Goods, Services and EPC Contracts pertaining to Oil & Gas business activities as mentioned at Enclosure-I of the Policy document. However, the Policy shall not be applicable for HP-HT operations for the time being.
- 3.0 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. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.
- 4.0 Bidders seeking Purchase Preference under PP-LC Policy shall be required to meet / exceed the target of Local Content (LC) as on the date of NIT issued by OIL and mandated vide Enclosure-I to the policy notification (Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 including the latest amendment thereto, if any).
- 4.1 Such bidders, alongwith their techno-commercial bid, must furnish following undertaking from the manufacturer on Manufacturer's letter head. 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 OIL's Tender No. _____."

- 4.2 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/equipment, 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.
- 4.3 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 / upload (in the e-procurement portal in case of e-tender) along with their price.
- 5.0 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.
- 5.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match with L1 bid. All the eligible LC bidders 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.
- 6.0 Order for supply of 50% of the tendered quantity (if splittable/dividable) 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.
- 6.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 6.2 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 divisible.

For example:

In case tendered quantity is 3 Nos. (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).

- 7.0 Tender in which it is categorically stipulated that the tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 rates. Else, the entire tender quantity shall be awarded to valid NLC L1 Bidder.
- 8.0 All terms used herein above shall be interpreted/governed by the definitions provided at para 2.0 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.
- 9.0 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.
- 10.0 **Determination of LC:**
- 10.1 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.
- 10.2 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.
- 10.3 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.
- 11.0 Calculation of LC and Reporting
- 11.1 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.
- 11.2 Formats for the calculation of LC of goods is given in this document.
- 12.0 Certification and Verification
- 12.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:
- 12.1.2 **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 No. 4.3 above.
 - (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. 4.1 above, 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.
 - iii. The Bidder shall submit undertaking alongwith the techno-commercial bid categorically confirming that in the event of an order under PP-LC, they will furnish additional bank guarantee pursuant to clause No. 13.5 below.

c) Statutory Auditor's Certificate:

The Undertaking submitted by the bidder shall be support by a certificate from Statutory Auditor as per clause No. 4.2 above.

12.1.3 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.
- c) Bidder must submit Additional Bank Guarantee pursuant to clause No. 13.5 within 30 days of award of contract under PP-LC.

12.2 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.

12.3 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.

12.4 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.

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

13.0 **Sanctions:**

13.1 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.

- 13.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 13.3 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.
- 13.4 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.
- 13.5 In pursuance of the clause No.13.4 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.
- 14.0 Bidders should note that PP – LC policy shall not be extended for procurement of goods / services falling under the list of items reserved to be purchased exclusively 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 CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the '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", 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 relived 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

WITNESS NO.2

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

(Signature)
Full name, designation and address
(in legible letters)
With Bank Attorney as per power of
Attorney No. _____
Dated _____

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.

Table 1: TARGET OF LOCAL CONTENT OF GOODS/SERVICE IN UPSTREAM OILGAS BUSINESS ACTIVITIES

Sl No.	Item	Local Content (%)		
		2017-2018	2018-2020	2020-2022
A.	Goods			
1	Tubular (Drilling Pipe, Drill Collar, Casing, Line Pipes, Tubing etc.)	50	55	60
2	Drilling Mud/ Chemicals /Oil Well Cement	40	45	50
3	Pumping Unit	30	35	40
4	Machinery & Equipment	20	25	30
5	Premium Bits	10	15	20
6	Wellhead & X-mass tree			
	a) Onshore	40	45	50
	b) Offshore	10	10	15
7	Down Hole Tools			
	a) Onshore	20	25	30
	b) Offshore	10	10	15
8	Well Completion / Artificial Lift Equipment			
	a) Onshore	20	25	30
	b) Offshore	10	10	15
9	Fuel Oil	5	10	10
10	Lubricant	5	10	10
11	Other Goods	30	35	40
B.	Services			
1	Survey, Seismic and Geology Studies			
	a) Onshore	50	50	55
	b) Offshore	10	10	15
2	Logging Services			
	a) Onshore	20	25	30
	b) Offshore	10	10	15
3	Mud Logging	40	45	50
4	Chartering of Rigs			
	a) Onshore	50	60	70
	b) Offshore	20	25	30
5	Specialized Drilling and Completion Services	10	15	20
6	Engineering Procurement Construction & Installation (EPCI)			
	a) Onshore	50	55	60
	b) Offshore	20	30	35
	i) Pipeline Projects	20	30	35
	ii) Well Platform Projects	20	30	35
	iii) Process Platform Projects	20	30	35
	iv) Revamp Projects	20	30	35
7	Logistics (including FPSO and Tankers)			
	a) Onshore	75	75	80
	b) Offshore	15	20	25

Sl No.	Item	Local Content (%)		
		2017-2018	2018-2020	2020-2022
8	Air Logistics	15	20	25
9	Dry –docking	50	55	60
10	Other Services	30	35	40
C.	Fabrications			
1	Drilling/Workover Rigs/WSS units Construction			
	a) Onshore	50	60	70
	b) Offshore	20	25	35
2	Offshore Vessels/ Rigs Construction	20	25	35

- a) *Specialised Drilling and Well completion services include Direction Drilling, Whip-stock, Milling, Coring, Cementing Services, Drilling Fluid services, Completion & Production Services, Drilling fluid services, Completion & Production Services, WSS, Well Intervention Services, Fracturing and ROV etc.
- b) The policy is not applicable for HP-HT operations for the time being.
- c) The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

Note: The prescribed local content in the above Table 1 shall be applicable on the date of Notice inviting Tender.

1) **Price Bid Format (SUMMARY) for Foreign Bidders:**

Srl. No.	DESCRIPTION	Qty.	Unit	Unit Rate Including TPI Charges, if any (currency)	Total Value (currency)
1	Item No 10	4000	M		
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/Sight Draft. 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	IGST on (7)				
9	CIF+GST Value (7+8)				
10	Total value in words				
11	Gross Weight of total consignment :				
12	Gross Volume of total consignment				

Srl. No.	DESCRIPTION	Qty.	Unit	Unit Rate Including TPI Charges, if any (currency)	Total Value (currency)
1	Item No 20	02	NO		
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/Sight Draft. 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	IGST on (7)				
9	CIF+GST Value (7+8)				
10	Total value in words				
11	Gross Weight of total consignment :				
12	Gross Volume of total consignment				

Srl. No.	DESCRIPTION	Qty.	Unit	Unit Rate Including TPI Charges, if any (currency)	Total Value (currency)
1	Item No 30	02	NO		
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/Sight Draft. 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	IGST on (7)				
9	CIF+GST Value (7+8)				
10	Total value in words				
11	Gross Weight of total consignment :				
12	Gross Volume of total consignment				

2) **Price Bid Format (SUMMARY) for Indigenous Bidders:**

Sr No.	DESCRIPTION	Qty.	Unit	Unit Rate Including TPI & Packing Charges, if any (excluding GST) (currency)	Total Value (excluding GST) (currency)	GST Component	Total value (currency)
1	Item No. 10	4000	M				
2	Total FOR Despatching Station value						
3	Inland freight Charges up to Duliajan, Assam						
4	GST on (3)						
5	Insurance Charges@ 0.5 % of (2) inclusive of GST						
6	Total FOR Duliajan Value (2+3+4+5)						
7	Total value in words						
8	Gross Weight of total consignment :						
9	Gross Volume of total consignment						
10	Import Content						
11	HSN code for the above quoted items						

Srl No.	DESCRIPTION	Qty.	Unit	Unit Rate Including TPI & Packing Charges, if any (excluding GST) (currency)	Total Value (excluding GST) (currency)	GST Component	Total value (currency)
1	Item No. 20	02	NO				
2	Total FOR Despatching Station value						
3	Inland freight Charges up to Duliajan, Assam						
4	GST on (3)						
5	Insurance Charges@ 0.5 % of (2) inclusive of GST						
6	Total FOR Duliajan Value (2+3+4+5)						
7	Total value in words						
8	Gross Weight of total consignment :						
9	Gross Volume of total consignment						
10	Import Content						
11	HSN code for the above quoted items						

Srl No.	DESCRIPTION	Qty.	Unit	Unit Rate Includin g TPI & Packing Charges, if any (excludin g GST) (currency)	Total Value (excludi ng GST) (currenc y)	GST Compone nt	Total value (currency)
1	Item No. 30	02	NO				
2	Total FOR Despatching Station value						
3	Inland freight Charges up to Duliajan, Assam						
4	GST on (3)						
5	Insurance Charges@ 0.5 % of (2) inclusive of GST						
6	Total FOR Duliajan Value (2+3+4+5)						
7	Total value in words						
8	Gross Weight of total consignment :						
9	Gross Volume of total consignment						
10	Import Content						
11	HSN code for the above quoted items						

Comparison of Offers:

1.0 When only foreign bidders are involved:

Comparison will be done on Total CIF+GST Value.

2.0 When both foreign & Domestic bidders are involved:

Comparison will be done on total CIF+GST Value of foreign bidder and total FOR Dispatch station value of domestic bidder.

3.0 When only domestic bidders are involved:

Comparison will be done on Total FOR Destination (Duliajan) value of Domestic bidder.

Note:

1. Domestic bidders must quote inland freight charges up to **Duliajan (Assam)**, In case bidder fail to quote inland freight charges, highest freight quoted by domestic bidder (considering prorated distance) against this tender or OIL's contract freight (whichever is higher), 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 concessional IGST benefit.

3. Each item shall be evaluated independently. Bidders are requested to take a note of it and submit their offer accordingly.

NOTE: BIDDERS TO QUOTE AND UPLOAD THE PRICE BID SEPARATELY UNDER THE TAB "NOTES & ATTACHMENT".