

**OIL INDIA LIMITED**

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**ANNEXURE-I****Tender No. : DIS4875L18/L1****Tender Date : 31.05.2017**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 85054560	<p>ITEM : Scale Inhibitor (for control of Calcium Carbonate scale in Formation water systems in oilfield operations)</p> <p>1. PHYSICAL CHARACTERISTICS:</p> <p>a) Appearance: The product should be a clear, free-flowing homogeneous liquid under ambient temperatures (8°C - 40°C) and should be free of any insoluble matter.</p> <p>b) Solubility: The product should be soluble in fresh water and saline (3000-5000 ppm) produced Formation water in all proportions.</p> <p>c) Compatibility : The product should be compatible with produced formation water, and various proprietary water treatment chemicals like Deoilers (cationic poly-electrolytes), Bactericides, Corrosion Inhibitors, Oxygen Scavengers etc that could be in use at different stages (injection points) for treatment of the same formation water.</p> <p>d) Thermal Stability : The product should be stable and effective even if the fluid treated with this product is exposed to a temperature of 70°C for up to 3 hours.</p> <p>e) Shelf Life : The product should be stable and should not lose its potency / efficiency for one year (minimum) from the date of manufacture, if kept under normal ambient storage conditions.</p> <p>2. PERFORMANCE</p> <p>a) Laboratory : Scale Inhibitor Static Test Method</p> <p>i) Scaling medium  Calcium Chloride Solution: 1.1025 gm of Calcium Chloride (CaCl<sub>2</sub>.2H<sub>2</sub>O) and 4 gm of Sodium Chloride (NaCl) are dissolved in distilled water (whose pH is adjusted to 8.0 prior to addition of these chemicals) and volume made up to 1 litre to give a 300 ppm Calcium solution in saline (4000 ppm) medium.  Sodium Carbonate Solution: 1.0620 gm of Sodium Carbonate (Na<sub>2</sub>CO<sub>3</sub>) and 4 gm of Sodium Chloride (NaCl) are dissolved in distilled water (whose pH is adjusted to 8.0 prior to addition of these chemicals) and volume made up to 1 litre to give 600 ppm Carbonate solution in saline (4000 ppm) medium.  Scale Inhibitor (SI) stock solution: 1000 ppm of SI stock solution is prepared by adding 100 micro-litre of SI sample in 100 mL of distilled water (whose pH is adjusted to 8.0 prior to SI addition).</p> <p>ii) Scale Inhibitor dosage : 5 (five) ppm</p> <p>ii) Temperature : 60 °C</p> <p>iii) Exposure period : 18 hours</p> <p>v) Performance evaluation : 50 mL each of warm (by keeping the solutions at 60 °C for 2 hours) Calcium Chloride solution and Sodium Carbonate solution are mixed by shaking in presence of 5 ppm of Scale Inhibitor, and kept in an incubator at 60 °C for 18 hours under static condition. The efficiency of the Scale Inhibitor is calculated by comparing the concentration of the Calcium ion (by EDTA titration) in the SI-doped solution with that in a Blank Test conducted without the addition of the Scale Inhibitor.</p> <p>v) Inhibitor efficiency required : 45% minimum.</p>	10000	KG

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	<p>b) Field : In the fields, the product should be able to inhibit scale formation at a dosage which has earlier been optimized with a field-approved product.</p> <p>3. ACCEPTANCE CRITERIA</p> <p>i) Only those "Scale Inhibitor" product(s) which are already "field approved" in OIL would be considered for procuring the full quantity on respective tender, subjecting to fulfilling all the technical and commercial requirements of the tender.</p> <p>ii) For any new offer on "Scale Inhibitor" product(s) which is fulfilling all the technical and commercial requirements of a tender but not yet field approved in OIL, such product(s) would be considered for a Trial Order of 500 Kg through a separate limited tender. In case more than one bidder becomes eligible for such trial order, all such eligible bidder shall be placed with a Trial Order.</p> <p>iii) The trial order would be subjected to the Vendor's matching the price of his product with the price of the "field approved" product as quoted in the tender, provided the "field approved" product passes the techno- commercial scrutiny in the tender. In case the "field approved" product fails to meet the techno-commercial criteria of the tender, then the reference price would be the Last Purchase Order for "Scale Inhibitor" that has been successfully executed.</p> <p>iv) The full (100%) payment for the material supplied against a Trial Order would be made after the supplied material passes the Quality Assessment (QA) test in the laboratory. The payment against any Trial Order would not be linked to the performance of the supplied material in the fields. However, its performance will also be monitored at various field locations, where its performance should be at par with the standard field approved product under existing field conditions passing which the new product will be considered as "Field Approved" product and would be eligible for bulk procurement against subsequent tenders for "Scale Inhibitor" subject to meeting the techno-economic criteria.</p> <p>v) In case the supplied material against any order (regular/trial) fails to conform to the acceptance criteria outlined in the NIT, such non-conforming part/ whole consignment (as the case may be) will be rejected and the vendor will be asked to replace the rejected quantity. Any request from the Vendor to use the rejected material at higher dosage and adjust the payment on pro-rata basis shall not be entertained.</p> <p>4. SUBMISSION OF TENDER / DEVELOPMENTAL SAMPLE : Bidders should submit 500 mL sample of the product they are offering, in two (250 mL x 2) sealed, air-tight and leak- proof glass / non-corrosive metal containers (plastic bottles not acceptable) free of cost for laboratory evaluation. The sample containers received at R&amp;D Laboratory should be in good condition, any sample containers found in leaking, unsealed or tampered condition will not be considered for technical evaluation in the Laboratory.</p> <p>5. PACKING OF BULK SUPPLY : 200 Kg nett in new HM-HDPE barrels having narrow-mouth and airtight screw-cap, in sealed condition. The barrels should be sturdy enough to withstand the rigors of transportation and storage. Name of the product, batch and barrel number, date of manufacture, Vendor's name and address and OIL's order number should be stenciled on all the</p>		

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	<p>barrels in bold letters in a contrast color.</p> <p>6. PRODUCT INFORMATION TO BE PROVIDED BY THE SUPPLIER :</p> <p>a)PRODUCT DATA SHEET (PDS), which should include the following information :</p> <p>i)Brand name of the product  ii)Generic Composition  iii) Solubility in water  iv)Specific Gravity at 25°C  v) Date of manufacture of the sample  vi)Shelf Life (Months)  vii)Type of packing offered for the bulk supply</p> <p>b)MSDS : SAFETY, HANDLING, FIRST- AID, STORAGE &amp; DISPOSAL INSTRUCTIONS</p> <p>c)TOXICOLOGICAL AND ECOLOGICAL INFORMATION</p>		

**Note description for item no./nos. : 10****Bid Evaluation Criteria (BEC)**

The BEC of the tender should include the following points. The bidder must confirm compliance against each point and indicate page number of his technical bid where the supporting documents have been provided, in a tabular format.

**Technical**

1. The bidder should be the original manufacturer of the offered product. In case the bidder is not a manufacturer, he should be an authorised distributor /dealer/supplier of the product of the manufacturer. The authorised distributor/dealer/supplier should submit/ upload an authority letter from the manufacturer along with the technical bid. Such authority letter should be valid for atleast for two years from the bid closing date.
2. The bidders should have atleast five years of manufacturing / supplying experience of "Scale Inhibitor" and must have executing at least one single order of "Scale Inhibitor" product for 50 % of the tendered quantity in preceding 5(five) years to any Company. Documentary evidences in support of the orders executed with quantity specified should be submitted along with the technical bid. OIL reserves the right to independently verify any / all such documents submitted by the bidder.

**Bid Rejection Criteria (BRC)**

The BRC of the tender should include the following points. The bidder must confirm compliance against each point and indicate page number of his technical bid where the supporting documents have been provided, in a tabular format.

**Technical**

1. Bidders should submit 500 mL sample of the product they are offering, in two (250 mL x 2) sealed, air-tight and leak- proof glass / non-corrosive metal containers (plastic bottles not acceptable) free of cost for laboratory evaluation. The Sample Containers should be submitted at Materials Department before BCD. The Sample Containers should be in good condition, any sample containers found in leaking, unsealed or tempered condition will not be considered for technical evaluation in the laboratory.
2. Any technical bid submitted that does not include the Product Information Sheet [ incorporating the parameters / compatibilities/ other relevant information about the Scale Inhibitor product being offered, as sought in Para (6) of the technical specification], and the MSDS (Material Safety Data Sheet) of the product will be rejected.
3. Any technical bid in which the shelf life of the product has not been certified by the bidder will be rejected. In

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case the offered product has a shelf life of less than twelve months (as certified by the bidder), the offer will be rejected.

4. The tender sample will be evaluated in OIL's laboratory as per the technical specification outlined in the NIT for acceptance. Any tender sample not meeting the acceptance criteria mentioned in Para [2.a] of the technical specification that has been outlined in the NIT, will be rejected.

**Standard Notes: (1) VALIDITY : Your offer must be valid for 75 days from the date of bid opening. Offer with inadequate validity will be rejected.**

**(2) The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies.**

(3) The offer should be submitted in Duplicate.

(4) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

(5) In the event you authorize your dealer/stockist/channel partner to quote on your behalf, the dealer/stockist/channel partner while submitting bid should mention on the body of the envelope that they are submitting bid on your behalf.

In the event the dealer/stockist/channel partner do not mention the name of their OEM/principal on the body of the envelope, the offer shall be treated as unsolicited offer and will not be considered for opening.

The dealer/stockist/channel partner should take note of above while submitting bid on behalf of their OEM/principal.

(6) For order with F.O.R. Destination term, 100% payment against despatch documents will not be entertained. In this regards please refer payment terms in ANNEXURE-MM/TENDER/LP/01/06.

**(7) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.**

(8) Bidder must mention page no./nos. in every pages of their offer.

(9) Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.

(10) Bidder should clearly mention their name and address on the outside of the envelope containing their offer.

(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

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applicability of Public Procurement Policy for procurement of goods from Micro, Small and Medium Enterprises (MSME) in the tender is furnished vide Amendment to General Terms and Conditions for INDIGENOUS TENDERS (MM/TENDER/LP/01/06). Bidders are requested to take note of the same and to submit their offers accordingly.

**(12) Performance Security:**

The successful bidder shall submit Performance Security @10% of PO value within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in form of Bank Guarantee in the prescribed OIL's format valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement.

The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.

The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

**Note: The Bank Guarantee issuing bank branch must ensure the following:**

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

- i. "MT 760 /MT 760 COV for issuance of bank guarantee.
- ii. "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code - UTIB0001129, Branch Address -AXIS Bank Ltd, Duliajan Branch, Daily Bazar, . Jyotinagar, Duliajan, District - Dibrugarh, PIN-786602.

**Special Notes : (I) Bidders should follow instructions as under:**

**(1.a) Bidders should submit their bids incorporating the following details:**

- (i) GST Registration Details of Supplier:.....
- (ii) Item-wise HSN Code:.....
- (iii) Applicable Rate of GST:.....

**(1.b) Bidders to note OIL-Duliajan's Provisional GSTIN as: 18AAACO2352C1ZW.**

**(2) Bidders should refer to Annexure-A to the Taxes and Duties clauses under GST regime as under:**

**ANNEXURE-A**

**INDIRECT TAXES/ GST :**

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

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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. 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, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)

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.

7. In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

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8. 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.

9. 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.

10. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.