

Enclosed Limited Tender No. SDG3019L20/07 for Supply, Installation & Commissioning of One (1) Number Torquemaster Machine has been issued to the following parties only:

- (i)M/s National OilWell Varco.**
- (ii)M/s Weatherford Inc.**
- (iii)M/s Schlumberger.**
- (iv)M/s Baker Hughes.**



Oil India Limited
(A Govt. of India Enterprise)
P.O. Duliajan – 786602, Assam

Telephone No. (91-374) 2808705
Email: km_kumar@oilindia.in; erp_mm@oilindia.in

Tender No. & Date : **SDG3019L20/07 dated: 07.11.2019**

Bid Security Amount : **INR 8,07,500.00 OR USD 11,314.00**

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

Bid Closing on : **29.01.2020 (at 11.00 Hrs. IST)**

Technical Bid Opening on : **29.01.2020 (at 14.00 Hrs. IST)**

Bid Validity : **Bid Should be valid for 120 days from bid closing date.**

Bid Bond Validity : **Bid Bond Should be valid up to 31.08.2020**

Performance Guarantee : **Applicable @ 10% of Order value**

Integrity Pact : **Applicable**

OIL INDIA LIMITED invites Global Tenders for items detailed below.

Item No./Mat. Code	Material Description	Quantity	UOM
<u>10</u> 0C000172	Supply, Installation & Commissioning of Torquemaster Machine as per details provided in Annexure-I	1	Number

List of Annexure Applicable : Annexure- I: Technical Specifications, General & Special notes to bidders
Annexure- II: Commercial Check List
Annexure-III: Integrity Pact
Format-A : Format of undertaking by Bidders towards submission of authentic information/documents

AA:: TECHNICAL SPECIFICATIONS TORQUEMASTER MACHINE & SCOPE OF SUPPLY:

1.0 SCOPE OF SUPPLY:

1.1 Supply of Brand new Torquemaster machine for fast, safe, and dependable maintenance of fishing tools, drilling tools, downhole tools, casing pipes, pipes etc.

1.2 The scope of work includes supply, installation & commissioning of the machine and imparting training to OIL personnel on the operation and maintenance procedures of the machine.

2.0 TECHNICAL SPECIFICATIONS OF TORQUEMASTER MACHINE:

2.1 GENERAL SPECIFICATIONS:

The Torque Machine is a self-contained hydraulic make-up and a break-out machine designed for fast, safe, and dependable maintenance of fishing tools, drilling tools, downhole tools, casing pipes, pipes etc. The basic machine should be consisting of a bed with a fixed headstock chuck, a movable tailstock chuck that will apply required torque with the help of a hydraulic console. Hydraulic Torque Machine/Service Bench for Fishing and Drilling Tools as per specifications including Push-Pull Cylinder, Headstock/Tailstock Beam Assembly, Hydraulic Rolling Support Jacks & Hydraulic Spinning Tool.

The following are the technical requirements:

1. Bed length (16 ft approx) with hose chain.
2. Hinged Headstock Chuck: 3½" to 18".
3. Heavy Duty Power Traverse Tailstock: 3½" to 14".
4. Make-up Torque: 5000 - 150,000 lb-ft (6700 - 203,000 Nm).
5. Break-out Torque(Max): 190 000 lb-ft maximum (257 000 Nm).
6. Headstock and Tailstock Extension Beams, complete with Hydraulic Support Jacks.
7. Rolling Jacks: 3 Nos.
8. Push/Pull of 20 Ton Capacity, 48" Stroke with an additional gauge on a hydraulic console for proper operation of push/pull.
9. Hydraulic Spinner (Heavy Duty) for rapid spin up or spin out of "hand tight" connections with diameter 3½" to 14".
10. Power Source: 415 Volts AC, 3 phases, 50Hz.

3.0 TECHNICAL SPECIFICATION FOR PROCUREMENT OF TORQUEMASTER:

The torque master should be a self-contained hydraulic make-up and breakout machine and should be designed for fast, safe and dependable maintenance of drilling tools, motors, various types of pipes and casing pipes at Central Workshop. The basic machine should consist of a bed of length 16 feet complete with a fixed headstock chuck (to hold 3½" minimum OD to 18" maximum OD) and a movable tailstock chuck (to hold 3½" minimum OD to 14" maximum OD) that applies the torque. The machine should be operated with a hydraulic console unit.

3.1 Torque:

The required torque is to be produced by at least two hydraulic cylinders which rotates the tailstock through a 30 degree arc. Break-out torque {maximum 190000 lb-ft (257000 Nm)} is to be greater than make up torque {5000 to 150000 lb-ft or 6700 to 203000 Nm} at the same operating pressure by means of the differential areas of the rod and head sides of the pistons. The base frame of the machine should be such designed that it gets sufficient strength to resist the torsion reactions without requiring any anchors or special mounting facilities.

3.2 Synchronized Gripping Forces:

The headstock and tailstock should contain sufficient number of radially arranged heavy duty clamping cylinders fitted with necessary replaceable tong dies. The hydraulic system to be designed to move the cylinders in unison to positively centre the workpiece regardless of weight or diameter. The gripping force is to be in direct proportion to the applied torque preventing damage to the thin-walled components.

3.3 Console:

A freestanding console unit should contain the hydraulic power unit, operating controls, necessary valves and outlets and torque gauges. The console should have enough hydraulic capacity for the functioning of the machine with a number of optional hydraulic accessories for making the machine easier to use.

3.4 Powered Tailstock Traverse:

The operator should be able to control the movement of the tailstock through the console, allowing the work to be done efficiently and safely. The tailstock is to be designed to carry an unbalanced load up to 5000 lbs (2268 kg).

3.5 Headstock and Tailstock Extension Beams:

The machine should have extension beams of approximately 20 feet with necessary hydraulic rolling support jacks to extend the working length of the machine. This should reduce the need for additional handling equipment once the tool is in the machine. The operator should be able to control the height of the jacks from the console.

3.6 Hydraulic Push /Pull Cylinder:

The hydraulic push/pull cylinder should approximately 20 ton capacity with a minimum of 48" stroke is to be mounted on an extension beam on either end of the machine for using to insert or remove rotors from stators etc. Push force should be about a maximum of 60000 lb and pull force is about a maximum of 40000 lb. The minimum beam length for push pull is to be about 19 feet to 20 feet.

3.7 Hydraulic Spinner:

Hydraulic spinner should be heavy duty and may be mounted on either the headstock or tailstock. It should allow rapid spin up or spin out of hand tight connections. It should be able to operate for pipes of dia 3½" to 14" with a maximum torque of 2340 lb-ft at 14" dia and with a medium torque of 960 lb-ft at 6 " dia.

4.0 Spares and accessories:

4.1 The TorqueMaster Machine should be supplied with sufficient fast moving maintenance spares for a minimum period of 02(two) years. Some of the important spares like tong die sets, clamp, washers, fasteners, die retainers, seal kits, cylinder

clamps, wear rings, rollers, bearings, retainer plug, bolts, springs etc. included with the spares.

4.2 Spare part list and its budgetary estimate **(price should not be mentioned in the technical bid)** should also provided with the bid. **However, the same will not be considered for the evaluation of the bids.**

4.3 Three (03) Sets of operational manual along with the list of spares with part nos. are to be supplied.

5.0 Civil works & foundation drawings:

i) The bidder should get machine dimensions and civil foundation drawing approved from OIL before manufacturing the equipment.

6.0 SAFETY FEATURES OF THE EQUIPMENT.:

i) Safety devices like emergency machine shut off button etc. to be provided in the machine.

iii) All rotating parts, belts, chains, etc. to be covered with safety guards.

7.0 Packing:

i) The packing shall be roadworthy for transportation and robust to withstand rough handling.

ii) Boxes/ packing cases containing electrical equipment shall be water & rodent proof.

iii) All manuals, drawings, documents in hard copy and soft copy must be separately packed and contained in safe packing.

8.0 Inspection at OEM/Supplier Premises:

OIL as purchaser shall have the right to carry out stage inspection and visit the manufacturing site to review the progress. However, such inspection shall not relieve the bidder of his responsibility to ensure that the equipment supplied is free from all manufacturing and other defects and conform to the specifications. The bidder/manufacturer shall inform OIL in advance of four weeks for inspection at OEM/suppliers premises. However, the manufacturer should not hold any manufacturing activity for the witness of purchaser's stage inspection. OIL shall have the right to waive such inspection.

All the costs related to travel and accommodation of OIL's team during Inspection & Training will be borne by Oil India Limited.

A) PRE DELIVERY INSPECTION:

A pre-delivery inspection shall be performed by OIL at manufacturers site/plant to ensure all components, controls, etc. are included as specified herein, free from any defects and equipment can fulfil all the requirements as specified before delivery and acceptance. The testing of the equipment shall necessarily be carried out at factory/manufacturer premises/bidder's premises in the presence of representatives of OIL. The manufacturer or its representative shall give a notice in advance of a minimum of four weeks for carrying out pre-delivery inspection and shall arrange for consumables for testing at their cost. OIL shall witness such inspection & testing at a mutually agreed date.

During testing all controls, operations, safety to be checked and a proper record to be maintained by the manufacturer's representative. Any defect/ abnormality noticed during testing shall be rectified. The testing will be declared successful only when no abnormality/ failure is noticed during the testing.

The bidder shall correct any defects which become evident during the test at his own expense before shipment to OIL.

The Torquemaster machine to be cleared for dispatch to the site only when the testing is declared successful by OIL.

B) DISPATCH/SHIPMENT TO SITE: The items shall be dispatched only after OIL's satisfactory inspection and advice.

C) DELIVERY:

Maximum Acceptable delivery for Torquemaster machine within 9 (nine) months from the date of issuing of purchase Order.

9.0 INSTALLATION AND COMMISSIONING AT SITE AND HANDING OVER TO OIL:

i) Installation and Commissioning of the shall be carried out by the bidder in the presence of OIL representatives at site of Duliajan, Assam (India).

ii) Installation and commissioning charges should be quoted separately which shall be considered for evaluation of the offers. These charges should include amongst others to and fro fares, boarding/ lodging and other expenses of the service personnel during their stay at Duliajan, Assam (India).

iii) Bidder should be responsible for the safety of all personnel engaged by them and also the safety of OIL's personnel and property involved during installation and commissioning of the machine.

iv) For installation and commissioning of the machine, OIL will provide a single-point power supply of suitable rating nearer to the point of the machine. All the electrical works, wiring testing etc. as required for the successful commissioning of the machine down the line from the power supply point shall be in the Vendor's scope.

v) During the installation & commissioning job, the bidder shall strictly ensure that all the cut ends of cables, packing materials, leftover items are removed from the site after completion of work.

vi) The bidder has to strictly follow all the provisions under Oil Mines Regulation, 2017 and other safety-related to the execution of work.

vii) The bidder should ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear like helmets, hand gloves, safety boots etc. following regulation 89 (a) & 89 (b) in Oil Mines Regulation 2017.

viii) Security of the items during storage/commissioning etc. to be the sole responsibility of the supplier.

ix) No environmental damage shall be done while carrying out the job.

10.0 TRAINING TO OIL PERSONNEL:

a) The bidder shall arrange for training in operation and maintenance of the machine for at least 4 nos. of OIL personnel at the site. Training duration should be 2-3 days; however, it may be extended until the satisfaction of the OIL personnel. An only experienced trainer should be engaged in conducting the training.

11.0 SERVICE AND WARRANTY:

i) The supplier shall ensure adequate and prompt after-sales service free of cost during the warranty period, and against payment after the warranty period is over.

ii) The warranty period for the set with all accessories should be a minimum of 18 months from the date of dispatch/ shipment or 12 months from the date of commissioning of the equipment whichever is earlier.

iii) The warranty coverage shall include required spare parts, labour, reasonable travel expenses necessary for repairs at the job site, and expendables (consumables and other service items made unusable by the defect) used during the course of repair or any defects in the equipment during the warranty period shall be replaced by the party at his own cost without any extra charge to OIL

12.0 TECHNICAL CHECKLIST FOR TORQUEMASTER MACHINE:

The following checklist must be completed and returned with the offer. Please ensure that all these points are covered in your offer. These will ensure that your offer is properly evaluated.

Please tick mark "YES" or "No" to the following questions , in the right hand.

i) Whether Quoted as OEM and documentary evidence submitted?

YES / NO

ii) Whether Quoted as Authorized Dealer of OEM and documentary evidence submitted?

YES / NO

iii) Whether separately highlighted any deviation from NIT?

YES / NO

iv) Whether detail specification of Torquemaster Machine with manufacturer's technical literature, catalogues enclosed?

YES / NO

v) Whether quoted for supply, installation & commissioning separately?

YES / NO

vi) Whether Inspection Clause as mentioned in the NIT included in the bid?

YES / NO

vii) Whether the quoted Torquemaster Machine is brand new?

YES/NO

x) Whether the equipment is pre-calibrated?

YES / NO

xi) Whether all literatures, documents etc. are in English?

YES / NO

xii) Whether the bidder has ensured for availability of spare parts for the next 10 years?

YES/NO

(II) SPECIAL NOTES TO BIDDERS:

i) The supplier has to arrange for transportation and accommodation of their own during installation & commissioning of the equipment at Duliajan.

ii) The bidder must train up the operation and maintenance procedure of the equipment to OIL's personnel before formally handing over the equipment.

BB :: GENERAL NOTES FOR BIDDERS

Sl No	Clause description
1.0	<p>Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.</p> <p>The Bank Guarantee issuing Bank branch must ensure the following:</p> <p>The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <p>a.</p> <p>(i) MT 760 / MT 760 COV for issuance of Bank Guarantee (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee</p> <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL.</p> <p>Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.”</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
2.0	The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to “General Terms & Conditions” for e-Procurement.
3.0	Bid must be submitted online through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
4.0	<p>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 scribing 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.</p> <p>a) Original Bid Security along with two duplicate copies of Bid Security. b) Any other documents which have been particularly asked for in this tender for submission.</p>
5.0	Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time, failing which the offer shall be rejected.

6.0	<p>The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The “Techno-commercial Unpriced Bid” shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab “Notes and Attachments”. Any offer not complying with above submission procedure will be rejected.</p> <div data-bbox="316 422 1398 527"> <table border="1"> <tr> <td>Notes and Attachments</td> <td>→ Only Price Details Should Be Uploaded</td> </tr> <tr> <td>Technical attachments</td> <td>→ All technical bid documents except price details</td> </tr> </table> </div> <p>Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “ New Vendor Manual (effective 12.04.2017) ” available in the login Page of the OIL’s E-tender Portal.</p> <div data-bbox="300 682 1242 1136">  </div>	Notes and Attachments	→ Only Price Details Should Be Uploaded	Technical attachments	→ All technical bid documents except price details
Notes and Attachments	→ Only Price Details Should Be Uploaded				
Technical attachments	→ All technical bid documents except price details				
7.0	<p>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. <u>No price should be given in above Technical Rfx otherwise the offer will be rejected.</u> 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. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.</p>				
8.0	<p>PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.</p>				
9.0	<p>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 rejection of its offer without seeking any clarifications.</p>				
10.0	<p>Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with</p>				

	manufacturer's name, etc.
11.0	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 in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected.
12.0	Other terms and conditions of the tender shall be as per "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this document shall prevail.
13.0	All the Bids must be Digitally Signed using "Class 3 [Organization]" 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[Organization]" digital certificate, will be liable for rejection.
14.0	<p>Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.</p> <p>"In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.</p> <p>Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible."</p>
15.0	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). Bidders are requested to take note of the same and to submit their offers accordingly.
16.0	The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for one year (12 months) from the date of satisfactory commissioning of the equipment at designated place. The defective materials, if any, rejected by OIL shall be replaced by the

	supplier at their own expense. Bidders must confirm the same in their quotations.
17.0	Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.
18.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
19.0	<p>The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure- III of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL's Independent External Monitors at present are as under:</p> <p>SHRI RAJIV MATHUR, IPS (Retd.), Former Director (IB) Govt. of India e-Mail ID : rajivmathur23@gmail.com</p> <p>SHRI RUDHRA GANGADHARAN, IAS (Retd.) Ex-Secretary, Ministry of Agriculture E-mail Id :rudhra.gangadharan@gmail.com</p> <p>SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC e-Mail id : jagmohan.garg@gmail.com</p>
20.0	Original Bid Closing Date shall be considered by OIL for evaluation, in case of any extension of the original bid closing date.
21.0	<p>Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the new clause is detailed in the Amendment dated 25.04.2016 issued to MM/GLOBAL/01/2005. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value which should remain valid for the period execution, including extension, if any and the entire warranty period in line with tender requirement. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above. Bidders to note the same and to confirm its acceptance in their offers.</p> <p>The Bank Guarantee issuing Bank branch must ensure the following:</p> <p>The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <p>a.</p> <p>(i) MT 760 / MT 760 COV for issuance of Bank Guarantee (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee</p> <p>The above message / intimation shall be sent through SFMS by the BG issuing</p>

	<p>Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL.</p> <p>Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.”</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
22.0	Bidder to sign and submit completely filled up Technical & Commercial check lists.
23.0	<p>Payment terms: Payment shall be released as follows-</p> <p>(i) 80% of order value for material supply shall be released on supply against proof of dispatch/shipment.</p> <p>(ii) Remaining 20% along with the installation/ commissioning cum training charges shall be paid after successful commissioning, training and acceptance of material by OIL at site.</p>
24.0	<p>Liquidated Damage: Refer to “General Terms & Conditions” for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). In case of deduction of LD, LD amount will be deducted along with applicable rate of GST.</p>
25.0	<p>The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty against CIF valuing INR 1.00 Lakh and above & concessional IGST during import will be applicable.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export benefit, where import content is declared by the bidder for availing Advance Licence for intermediate Supply. However, Indian bidders will not be issued Recommendatory Letter. Details of Deemed Export benefit are furnished vide Addendum to “General Terms & Conditions” Booklet No. MM/GLOBAL/E-01/2005. The bidders are requested to check the latest position on the subject on their own and OIL shall not accept any liability, whatsoever, on this account.</p> <p>Indigenous Supplier shall furnish the invoice to OIL before the dispatch for obtaining Essentiality Certificate from DGH towards concessional rate of GST against invoice valuing INR 1.00 Lakh and above.</p> <p>Supplier shall arrange to provide all necessary documents to apply for the essentiality certificate on receipt of request from OIL, if any. Further, supplier shall affect dispatch only on receipt of relevant certificates from OIL, failing which all related liabilities shall be to Supplier’s account.</p>
26.0	<p><u>Clauses related to GST</u></p> <ol style="list-style-type: none"> For the purposes of levy and imposition of GST, the expressions shall have the following meanings: <ol style="list-style-type: none"> GST - means any tax imposed on the supply of goods and/or services under GST Law. 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. 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. 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, 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**

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. 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.
8. 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.
27.0	Along with the technical bid, bidders must submit duly filled undertaking as per format provided vide <u>Format-A</u> as undertaking towards submission of authentic information/documents.
28.0	For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.
29.0	<p>1.0 Bids are invited under Single Stage Two Bid System. Bidders shall quote accordingly under Single Stage Two Bid System. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices, which shall be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions.</p> <p>Bidder not complying with above submission procedure will be rejected.</p> <p>2.0 The prices offered shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.</p> <p>3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.</p> <p>4.0 Bids containing incorrect statement shall be rejected.</p> <p>5.0 Validity of the bid shall be minimum 120 days from the date of actual Bid Closing Date. Bids with lesser validity will be straightway rejected.</p> <p>6.0 Bid security in ORIGINAL of INR 8,07,500.00 OR US\$ 11,314.00; shall be furnished as a part of the TECHNICAL BID. Any bid not accompanied by a proper bid security in ORIGINAL will be rejected without any further consideration. A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.</p>

- 6.1 For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
- 6.2 Bank Guarantee towards Bid Security shall remain valid up to **31.08.2020**.
- 7.0 Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of one year (12 months) from the date of satisfactory commissioning of the equipment at designated place against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten (10%) of total evaluated value of Order, which should remain valid throughout the period execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.
- 9.0 Offers should be submitted along with Integrity Pact duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 10.0 All the tendered items are to be procured from the same source; hence bidders are requested to quote accordingly for all the items, else their bid will be rejected straightway.
- 11.0 Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below:
- (i) **Price Bid Format (SUMMARY) for Foreign Bidders:**
- (Prices to be quoted as per Tender Specification, Scope of Supply)**
- (A) **Basic Material Value:**
 (B) **Packing & FOB charges:**
 (C) **Pre-Shipment Inspection Charges (if any):**
 (D) **Total FOB Value, A+B+C:**
 (E) **Overseas Freight Charges upto Kolkata, India:**
 (F) **Banking & Insurance, @1.5% of D :**
 (G) **Total CIF Value, D+E+F :**
 (H) **IGST @ 5% on G:**
 (I) **Compensatory Cess, if any on H:**
 (J) **Total CIF+IGST Value, G+H+I :**
 (K) **Total Installation /Commissioning cum Training Charges:**
 (L) **Applicable rate of GST on K:**
 (M) **Total Value, J+K+L:**
 (N) **Total Value in words :**
 (O) **Gross Weight:**
 (P) **Gross Volume :**

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

(Prices to be quoted as per Tender Specification, Scope of Supply)

- (A) Basic Material Value:**
- (B) Packing & Forwarding charges:**
- (C) Pre-Shipment Inspection Charges (if any):**
- (D) Total Ex-Works Value, A+B+C:**
- (E) GST @ 5% on D above:**
- (F) Compensatory Cess, if any on E above:**
- (G) Total FOR Despatching Station Value, D+E+F:**
- (H) Inland Freight Charges upto Duliajan, Assam including GST:**
- (I) Transit Insurance Charges, @0.5% on G, including GST:**
- (J) Total FOR Duliajan Value, G+H+I:**
- (K) Total Installation /Commissioning cum Training Charges:**
- (L) Applicable rate of GST on K:**
- (M) Total Value, J+K+L:**
- (N) Total Value in words :**
- (O) Gross Weight:**
- (P) Gross Volume:**
- (Q) Import Content, if any:**

Note: i) Please indicate HSN Code of the quoted material.

ii) 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.

iii) 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 considered for price bid evaluation against EC whenever applicable during import. IGST /Concessional GST @5% shall be considered for price bid evaluation against EC whenever applicable for Indigenous bidders also. Indigenous bidders must quote Deemed Export prices. OIL will issue Project Authority Certificate (PAC) under Deemed Export benefit, where import content is declared by the bidder for availing Advance Licence for intermediate Supply. However, Indian bidders will not be issued Recommendatory Letter towards import, but EC will be provided by OIL for concessional GST @5% on the finished product.

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

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

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

- a) Validity of bid shorter than the validity indicated in the Tender.
- b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
- c) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

14.0 **EVALUATION OF OFFERS:**

(A) The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided as per Para 11.0 above and detailed below.

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

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

(D) To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made as under, subject to corrections / adjustments, if any.

1. When only foreign bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in para **11.0, (i), (M)** above.

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. If confirmed L/C at buyer's account is required, 1.5 % will be loaded.

2. When only domestic bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in para **11.0, (ii), (M)** above.

3. When both foreign and domestic bidders are involved:

The Grand Total Value of domestic bidder **as per para 11.0, (ii), (M) excluding (H+I) i.e** Grand Total Value of domestic bidder excluding inland transportation charges including GST and Insurance charges including GST worked out as above and Grand Total Value of the foreign bidder worked out **as per para 11.0, (i), (M)** will be compared.

Note: When more than one domestic bidders fall within price preference range, inter-se-ranking will be done on Grand Total Value basis. If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

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

COMMERCIAL CHECK LIST

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

<u>Sl#</u>	<u>REQUIREMENT</u>	<u>COMPLIANCE</u>
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	
3.0	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised)? If YES, provide details	Yes / No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of tender Payment Terms ?	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule (refer Para 11.0 of under Sl. No. 29 of BB::General Notes for Bidders vide Annexure – I)?	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No

9.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
9.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
9.2	For Foreign Bidders only - Whether indicated ocean freight & air freight up to Kolkata port (Excluding marine insurance) ?	Yes / No
9.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	Yes / No
10.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
10.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
10.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
11.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
11.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No

Signature _____

Name _____

Designation _____

**Format of undertaking by Bidders towards submission of authentic information/documents
(To be typed on the letter head of the bidder)**

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
The HOD-Materials
Materials Deptt,
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)