



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: कूलीपेटा, अक्का
Oil India Limited
(A Government of India Enterprise) Registered Office: Dullagan, Akka

KG Basin Project

#Door No.11-4-7,
Nookalamma Temple Street,
Ramaraopeta
KAKINADA-533004 A.P.
Phone (O) 0884-2302176
FAX: 91-884-2352383
Email: kgbasin@oilindia.in

FORWARDING LETTER

TENDER NO. SEI 1423 P17

DATE: 12.07.2016

SUB: INVITATION FOR E-BID FOR FABRICATION
AND SUPPLY OF 100 METERS OF 30"
CONDUCTOR CASING (20 JOINTS)

Dear Sirs,

OIL INDIA LIMITED (OIL), a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established indigenous suppliers meeting the requisite criteria for supply of following item through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>. The details of the tender are as under:

- a. Details of item with specification and Qty: Refer Annexure – I
- b. Type of Bidding : **Single Bid (Composite) system**
- c. Sale of Tender documents: Within working hours from **14.07.2016** to **05.08.2016**
- d. Bid Closing /Opening Date & Time : As per Online Tender Document
- e. General terms and Conditions of the tender: As attached

1.0 Application showing full address and e-mail address with Tender Fee (Nonrefundable) of Rs. 1,000.00 (PSU and MSEs are exempted) through DD in favour of M/s. Oil India Limited and payable at Kakinada is to be sent to DGM (C&P), Oil India Limited, 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada – 533004. The envelope containing the application for participation should clearly indicate “Request for participation in Tender No. SEI1423P17” for easy identification and timely issue of tender document. In case of cash transfer towards procurement of tender document, details are - Bank: State Bank of India, Branch: SME, Kakinada; Town: Kakinada; Account Name: Oil India Limited; Account No: 31060874558; IFSC Code: SBIN0004248. The tender fee can also be paid through payment gateway of the e-Tender portal.

To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). The digital signature should be of Class 3 digital certificate for the designated individual with organization name. Bidders must have a valid User Id to access OIL e-Procurement site. Bidder shall request OIL through e-mail or fax or letter along-with the cost of bid documents for issue of the user ID for accessing the e-Tender. The user ID shall be issued to the eligible bidders on receipt of the requisite cost of bid document through e-mail. In case any bidder is exempted from paying the Tender Fee, the request letter should accompany the supporting documents for issue of the User ID on free of charge basis. Bidders, who do not have a user id, can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL. Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only on or before the Bid Opening Date and Time mentioned in the Tender.

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.

2.0 BID SECURITY DEPOSIT : INR 42,000.00

a) Bid Security deposited vide Demand Draft / Banker's Cheque / Bank Guarantee should reach the office of ED (KGB & BEP) before Bid opening date and time, otherwise Bid will be rejected. **A scanned copy of this document should also be uploaded along with the Un-priced bid documents.** The Bid Security must be valid for a period of 30 days more than the validity of the Bid.

b) Bidders to confirm that in the event of award of Contract they will submit Performance Security Deposit @ 10% of the total contract value. Earnest Money/Bid Security, Performance Security Deposit will not earn any interest whatsoever.

SEALED ENVELOPES containing the Bid Security Deposit (EMD) shall be marked with the above Tender Number and description of work and addressed to: **ED (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh.**

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee from a Nationalized Bank in favour of M/s Oil India Limited and payable at Kakinada, Andhra Pradesh. This Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6 below. Bids without Bid Security in the manner specified above will be summarily rejected. Bid should be submitted on-line through OIL's e-Tendering Portal up to 11:00 hrs (IST) (Server Time) on the date as mentioned and will be opened on the same day at 15:00 hrs.

(IST) at Office of the ED (KGB & BEP) in presence of authorized representative of the bidder. **THE BID SECURITY SHOULD BE DROPPED IN THE TENDER BOX PLACED AT THE OFFICE OF THE ED (KGB & BEP) ON OR BEFORE 15.00 HRS. OF THE SCHEDULE DATE OF OPENING OF TENDER.**

THE BID SECURITY IS TO BE SUBMITTED ALONGWITH A COVERING LETTER MENTIONING THE IFB NO AND THE BIDDERS NAME AND ADDRESS IN A DULY SEALED ENVELOPE ADDRESSED TO – ED(KGB & BEP), Oil India Limited, D. No.11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh.

3.0 However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bandh / Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the **“Price Bidding Format”** attached under **“Notes and Attachments”** tab in OIL’s e-tender portal.

4.1 The tender document is available in the **“Technical RFx”** page in OIL’s etender portal.

4.2 The bid and all uploaded documents must be Digitally signed using “Class 3 digital certificate” with Organization’s Name, [e-commerce application (Certificate with personal verification and Organization name)] 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.

4.3 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

4.4 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

4.5 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 BACKING OUT BY BIDDER: (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 2 (two) years.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 90 (Ninety) days from the date of opening of the tender.

8.0 Conditional bids are liable to be rejected at the discretion of the Company.

9.0 **PERFORMANCE SECURITY DEPOSIT:** The successful bidder shall furnish a Performance Security Deposit @ 10 % of Contract Value in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

10.0 **Time Schedule:** The time allowed for completing the supply will be reckoned from the date of issue of purchase order. Time is the essence of the Contract and failure on part of the contractor to complete the work within the stipulated time, shall entitle the Company to impose liquidated damages and / or penalty from the contractor as per terms of the Contract.

11.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

12.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

13.0 Bidder(s) must also furnish the followings:

- a) NAME OF FIRM :
- b) DETAIL POSTAL ADDRESS :
- c) MOBILE / TELEPHONE NO :
- d) E-MAIL ADDRESS :
- e) FAX NO (If available) :
- f) CONTACT PERSON :
- g) VENDOR CODE (If available) :

14.0 **Special Notes:** Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except Earnest money/Bid Security deposited vide Demand Draft/Banker's Cheque/Bank Guarantee which is to be submitted manually in sealed envelope super scribed with tender no. and due date at the office of ED (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh on or before the scheduled bid opening time and date, otherwise the Bid will be rejected. Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office on or before the scheduled date of opening of tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder. A scanned copy of this document should also be uploaded online along with the un-priced Techno-commercial bid documents. Bids

without Bid Security in the manner specified above will be summarily rejected. 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. Offers sent without the requisite value of prescribed Bid Security Amount in original will be ignored straightway.

The tender is invited under SINGLE STAGE – COMPOSITE BID SYSTEM. The Bidder has to submit both the “TECHNO-COMMERCIAL” and “PRICED” bid through electronic form in the OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Priced Bid as per the “Price Bidding Format” attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender Portal. The Techno-commercial Bid should be uploaded in the “Technical RFx Response” page only. Priced Bid quoted as per Price Bidding Format should be uploaded as attachment in the attachment link under “Notes and Attachments” Tab only.

Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document. For any support on this matter, you are requested contact our ERP Team at telephone no. 0374-2807192 during 7.30 AM to 4.00 PM (Monday to Friday) & e-mail ID: erp_mm@oilindia.in NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (e-commerce application) 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.

Yours Faithfully,
OIL INDIA LIMITED

(M.V.V.S.Murty)
Dy. General Manager (C&P)
For Executive Director (KGB&BEP)

TECHNICAL SPECIFICATIONS WITH QUANTITY:

Sl.no. Mat. code	Material Description	Quantity	Unit
10 99072744	Fabrication & Supply of 30" (764mm) OD conductor pipe from 16mm thick steel plate, IS 2062, Grade "B" of 5m length each.	20	No

SPECIAL NOTES:**A) General Notes:**

1. The plate shall be brand new, unused and of prime quality. The plate shall be free from scales.
2. The manufactured pipe should not be oval more than $\pm 2\text{mm}$.
3. Ends of the pipes shall be beveled to 30° for welding. The welding of the pipes at drill site will be responsibility of OIL.
4. The fabrications/manufacturing workshop/mill must be approved by third party inspectors like BV, EIL, Lloyd and PDIL for WPS (Welding Procedure Specifications) and PQR (Procedure Qualification Record).

B) Testing & certifications:

1. Welding of each joint is to be UT/DPT inspected.
2. UT/DPT inspection test reports/certifications to be submitted by manufacturer.

- C) **Delivery:** Above Item is to be delivered in 2 lots: 50M (10 Nos.) are to be delivered at our warehouse in Kakinada within 2 months from placement of order and the balance 50M (10 Nos.) are to be delivered within next 2 months.

BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)**I. BID REJECTION CRITERIA:**

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters.

TECHNICAL:

- (i) The bidder must be in the business and must have experience of providing manufactured pipes at their own workshop.
- (ii) The fabrication/manufacturing workshop/mill must be approved by third party inspectors like BV, EIL, Lloyd and PDIL for WPS (Welding Procedure Specifications) and PQR (Procedure Qualification Record).
- (iii) Bidder must have UT/DPT testing facilities at their workshop.
- (iv) Annual financial turnover of the bidder shall have to be of minimum Rs.10.50 lakhs in any of the last 3 years ending 31.03.2016.

GENERAL TERMS AND CONDITIONS
FOR INDIGENOUS TENDER

1.0 TRANSFERABILITY OF BID DOCUMENTS:

- 1.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 1.2 Unsolicited offers will not be considered and will be straightway rejected.

2.0 COST OF BIDDING :

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 AMENDMENT TO BIDDING DOCUMENTS :

At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). All prospective bidders who have received the bidding documents will be notified of the amendments in writing.

4.0 CONTENTS OF OFFERS:

- 4.1 Offer should be in English and the bidders are required to indicate both Ex-works as well as FOR Destination price by road. The **Price Schedule** shall be furnished by the bidder as per proforma vide **Annexure – II in e-portal**. The Price Schedule shall be complete and free from ambiguity, change or interlineations.
- 4.2 OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.
- 4.3 Offer should be submitted in Indian Currency only.
- 4.4 **EXCISE DUTY:**
 - 4.4.1 Excise Duty, if any, should be quoted either as “extra” or as inclusive as the case may be. The Seller, if happens to be a Supply House, should not quote “Excise Duty” as extra.
 - 4.4.2 SSI Unit availing slabs rate of turnover for duty structure should specify the maximum Excise Duty levies against the order at the time of delivery, if order is placed on them.
 - 4.4.3. Bidders, who are manufacturers, should indicate the rate of Excise Duty, if any, separately for all quoted items.
 - 4.4.4 Any benefit/concession/exemption involved should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the maximum amount of Excise duty applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the excise duty indicated in the Bid which will be binding on the Bidder.
 - 4.4.5 Bidder should indicate the following in their offer:

a) Address of the factory from where the goods will be despatched.

b) Chapter, Heading and Sub-heading of the Excise tariff for the material offered.

4.5 SALES TAX:

4.5.1 In case of concessional CST @ 2 % (or any other rate as per the Act), necessary 'C' form shall be issued by OIL wherever applicable at the time of settlement of invoice.

4.5.2 Any other benefit/concession/exemption available at the time of delivery should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.

4.6 Taxes, Excise duty, if any, should be shown separately as indicated in the Annexure-II. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

4.7 OTHER TAXES & LEVIES:

(i) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account.

(ii) Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller, if any, in connection with the contract shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

4.8 STATUTORY VARIATION:

Any statutory variation (increase/decrease) in the rate of excise duty/sales tax/Customs Duty or any statutory levy after the closing date of tenders/revised priced bid, 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 excise duty/sales tax/Customs Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

4.9 DISCOUNT

Prices should be quoted net of discount and no discount should be shown separately. Discount, if any should be merged with the quoted prices. Discount of any type, indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if an offer is found to be the lowest even without considering discount, OIL shall avail such discount at the time of placement of order.

4.10 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

4.11 **Bidders should offer firm prices.** Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.

4.12 CHANGE IN QUANTITY:

OIL reserves the right to increase / decrease the quantity. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates.

4.13 TECHNICAL LITERATURE:

Relevant technical literature must be submitted along with the offer whenever called for without which the offer shall be rejected.

4.14 DELIVERY:

Offers should be FOR delivery at site as indicated, with firm delivery date. If delivery is not specifically indicated by the bidders, it will be construed that the delivery quoted is as per delivery indicated in our enquiry and will be binding on the bidder. The delivery will be counted from the date of receipt of the letter of intent/order by the successful bidder.

4.15 VALIDITY:

Offers must be valid for acceptance for the minimum period of 90 days, unless otherwise specified, counted from the Bid Closing Date as indicated in the covering page. Offers without the minimum validity period will be rejected. In the absence of any categorical mention regarding validity of the offer, it will be construed that the offer is valid as called for in the covering page and it will be incumbent on the bidders to accept order, if any, when placed within such validity.

4.16 VAGUE AND INDEFINITE EXPRESSIONS:

Any vague and indefinite expressions such as "Subject to prior sale", "Prices ruling at the time of dispatch", "Subject to availability of materials" etc. will not be considered.

5.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS:

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

6.0 BID SECURITY:

6.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT and shall be in the prescribed format (Annexure IV) in one of the following forms:

- i) A Bank Guarantee from any scheduled Indian Bank or any branch of International Bank situated in India and registered with RBI as scheduled foreign bank. The Bank Guarantee shall be valid for 4 months from the bid closing date and shall be enforceable at Kakinada.
- ii) Bank draft in favour of OIL INDIA LIMITED and payable at Kakinada.

6.2.1 The bidders will have to submit the Bank Guarantee from any of the scheduled Indian banks and on non - judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.

6.2.2 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank:
(a) Full Address
(b) Branch Code

- (c) Code Nos. of the authorized signatory with full name and designation
- (d) Phone Nos./Fax Nos./E-mail address

- 6.2.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.
- 6.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 6.1 and 6.2.1 will be rejected outright without any further reference.
- 6.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format (Annexure V) against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure that the validity of the Bid Security till such time the Performance Security in conformity with Clauses 7.0 below as the case may be, is furnished.
- 6.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 6.6 Bid Security will not accrue any interest during its period of validity or extended validity.
- 6.7 The Bid Security will be forfeited:
 - a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,
 - OR
 - b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

6.8 Exemption of Bid Security:

- 6.8.1 Small Scale Industries (SSI) registered with NSIC/Directorate of Industries under Single Point Registration Scheme (and not their dealers/ distributors) are exempted from submitting Bid Security for the items they are registered with NSIC/ Directorate of Industries provided they submit their offer for their own product. Valid registration certificate with NSIC/ Directorate of Industries indicating the category of item and the monetary limit for which they are registered must be enclosed along with the Bid without which the bidder will not be entitled for exemption.
- 6.8.2 Public Sector undertakings are exempted from submitting Bid Security.

7.0 PERFORMANCE SECURITY:

- 7.1 The successful bidder shall furnish the Performance Security in the form enclosed (Annexure V) herewith within 30 days of the receipt of Letter of Intent / order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. **Bidders should undertake in their bid to submit Performance Security as stated above.**

- 7.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.
- 7.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.
- 7.4 The Bank Guarantee will have to be given from any scheduled Indian Bank or any branch of International Bank situated in India and registered with RBI as scheduled foreign bank; on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.
- 7.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank:
- (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- 7.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.
- 7.7 The Bank Guarantee shall be enforceable at Kakinada or as specified in the order.
- 7.8 Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning or 18 months from the date of despatch whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of despatch. The validity requirement of Performance Security specified in the main order is assuming despatch within stipulated delivery period. In case of any delay in despatch, validity of the Performance Security is to be extended suitably as aforesaid.
- 7.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.
- 7.10 Performance Security amount will not accrue any interest.
- 7.11 Exemption of Performance Security:**
- 7.11.1 Small Scale units registered with NSIC/Directorate of Industries are exempted from submitting Performance Security if the order/contract value is less than the monetary limits for which the firm is registered. In absence of monetary/quantity limit in the NSIC/Directorate of Industries certificate, bidders should submit Capacity Assessment Certificate issued by concerned NSIC/District Industries Centres. Otherwise the unit will not be eligible to avail exemption for Performance Security.
- 7.11.2 The bidders will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller's cost.

8.0 DOCUMENTS COMPRISING THE BID

- 8.1 The bid prepared by the bidder shall comprise the following components, duly completed:
- a) Price schedule (Refer Annexure-II)
 - b) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
 - c) Exceptions/Deviations Statement, if any
 - d) Authorisation letter for attending Tender Opening (Refer Annexure III)
 - e) Bid Security, wherever required.
 - f) Confirmation about the Performance Security, wherever required.

9.0 SUBMISSION OF OFFER:

- 9.1 Offers should be submitted in OIL's e-portal as detailed in Forwarding Letter within the due date and time.

10.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

11.0 OPENING OF TENDERS:

- 11.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure III enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 11.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date /time will get extended up to the next working day.

12.0 COMPLIANCE WITH TENDER:

- 12.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, bidder's offer must specifically include the following statement: **We certify that our offer complies with all NIT requirements and Specifications except for the following: List exception If none, state "None"**
- 12.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in the Bid document.

13.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

- 13.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder(s) of the ground for OIL's action. OIL also reserves the right to split the order between two or more parties.

14.0 INSPECTION AND TEST:

- 14.1 All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates.
- 14.2 OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third party Inspection Agency (from OIL's approved agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.
- 14.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original to OIL along with the despatch documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

15.0 DESPATCH:

15.1 Road Despatch:

- 15.1.1 In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporter (which will be specified in the order) on "Door Delivery" basis.
- 15.1.2 For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

16.0 INSURANCE:

- 16.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

17.0 PAYMENT TERMS:

- 17.1.1 Payment will generally be made against completed supply. Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.

- 17.1.2 In certain cases, payment to the extent of 90% maximum of the value of the supply will be made against proof of despatch presented through Bank or to OIL directly. Balance 10% of the value will be released not later than 30 days of receipt of goods at OIL's site. Adjustments, if any, towards liquidated damage shall be made from the balance 10% payment. OIL may consider releasing 100% payment against despatch documents for suppliers having good track record with OIL and where 10% Performance Security is submitted in time and no installation/commissioning is involved.

17.2 PAYMENT TO THIRD PARTY:

Request for payment/part payment to third party (i.e. other than the party on whom the order has been placed) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

18.0 BANKING CHARGES:

All banking charges will be to the bidder's account.

19.0 ADVANCE PAYMENT:

- 19.1 Request for advance payment shall not be normally considered. Depending on merit and at the discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.
- 19.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period.
- 19.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.
- 19.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

20.0 INDEMNITY AND INSURANCE:

- 20.1 The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.
- 20.2 The Bidder/Seller shall also defend and hold OIL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant hereunder.

21.0 ASSIGNMENT:

- 21.1 The Bidder/Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/Seller of any of his obligations which might have arisen before such permission was given.

22.0 WARRANTY/GUARANTEE:

- 22.1 Goods, materials or plant(s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 18 (eighteen) months from the date of despatch or 12 (twelve) months from the date of commissioning/receipt (where commissioning is not involved) whichever is earlier against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods. However, for consumables like chemicals, cement, tubular etc. the guarantee shall be valid for 12 months from the date of dispatch.

23.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES:

- 23.1 Time will be of the essence of the contract.
- 23.2 In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.
- 23.3 As an alternative to Clause No. 23.2 above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions under Clause 23.2 to invoke the Performance Security without causing any notice to the Seller to this effect. The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.
- 23.4 The liquidated damage as agreed by both the parties as a genuine pre-estimated loss shall be payable on Landed Cost of the materials at Kakinada inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

24.0 FORCE MAJEURE:

- 24.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.
- 24.2 The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars,

Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 24.1 and which renders performance of the contract by the said party completely impossible.

25.0 DEFAULT:

- 25.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, OIL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as OIL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, OIL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event OIL shall have the right to terminate the Contract.

26.0 TERMINATION:

- 26.1 In the event of an Contract with the Bidder, OIL shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by him in performance of the Contract prior to such termination.

27.0 APPLICABLE LAW:

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India subject to exclusive Jurisdiction of Courts situated in Kakinada/New Delhi.

28.0 ARBITRATION:

- 28.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at Kakinada unless otherwise agreed by OIL.
- 28.2 In case of dispute with the Seller who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

29.0 BID REJECTION CRITERIA:

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

- 1.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.
- 2.0 Bids with shorter validity will be rejected as being non-responsive.

- 3.0 Bid Security shall be uploaded as a part of the Techno-commercial Bid in the “Technical RFx Response” of OIL’s E-portal. The original Bid Security shall be submitted by bidder to the office of Executive Director (KGB&BEP), KAKINADA, India in a sealed envelope and must reach office of the Executive Director, Kakinada before the Techno-commercial Bid Opening date and Time. The amount of Bid Security shall be as specified in the Bid Document. Any Bid not accompanied by a proper Bid Security in the separate envelope will be rejected.
- 4.0 Any Bid received in the form of Telex/Cable/Fax/e-mail will not be accepted.
- 5.0 Any Bid containing false statement will be rejected.
- 6.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.
- 7.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
- (i) Bid Security Clause
 - (ii) Performance Guarantee Clause
 - (iii) Force Majeure Clause
 - (iv) Tax Liabilities Clause
 - (v) Arbitration Clause
 - (vi) Acceptance of Jurisdiction and Applicable Law
 - (vii) Liquidated damage and penalty clause
 - (viii) Guarantee/Warranty clause
 - (ix) Termination Clause

30.0 BID EVALUATION CRITERIA:

- 30.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.
- 30.2 Each item shall be normally evaluated independently unless otherwise stated.
- 30.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 30.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 30.5 Preference to Public Sector Undertaking and Small Scale Industries etc. will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 30.6 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.

- 30.7 **Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.**

31.0 COMPARISON OF OFFERS:

- 31.1 Comparison of the bids will be done on total F.O.R. destination cost basis to ascertain the lowest bid.
- 31.2 In case of any conflict between the Rejection/Evaluation criteria stipulated here with that given in the Invitation for Bid, those mentioned in the Invitation for Bid will prevail.

PRICE SCHEDULE

To
 The EXECUTIVE DIRECTOR (KGB&BEP),
 KG Basin Project,
 Oil India Limited,
 D.No.11-4-7; 3rd Floor,
 Nookalamma Temple Street,
 Ramaraopet, Kakinada-533004,
 Andhra Pradesh.

Tender No.

With reference to your above Tender we quote our best prices as under:

Enquiry Item No.	Brief Description	Quantity	Unit	Unit Price (In figure)	Unit Price (in words)

- Total Ex-works price :
- Packing & Forwarding charges :
- Third Party Inspection charges if any :
- Excise Duty :
- Sales Tax :
- Other charges (Please specify) :
- Total FOR Despatching Station :
- Name of Despatching station :
- Erection and Commissioning Charges if any :
- Firm freight upto Kakinada by Road / Rail / air / Courier :
- Transit Insurance if any :
- FOR Kakinada value :
- Delivery Period :
- Validity :
- Payment term :
- Bid Security if any :
- Whether performance security (if applicable) would be submitted in the event of
order placement : Yes / No
- Name of original manufacturer :
- Other terms if any :

We agree to all the terms and conditions given in Tender Document. We confirm that material will conform to OIL's specification.

 SIGNATURE OF WITNESS

Full Name:

Address:

Date:

 SIGNATURE & SEAL OF TENDER

Full Name:

Address:

Date:

ANNEXURE-III

To
The EXECUTIVE DIRECTOR (KGB&BEP),
KG Basin Project,
Oil India Limited,
D.No.11-4-7; 3rd Floor,
Nookalamma Temple Street,
Ramaraopet, Kakinada-533004,
Andhra Pradesh.

Dear Sir,

Sub : Your Enquiry No.....
For

Mr. / Mrs. has been authorised to
be present at the time of opening of the above Enquiry due on at
Kakinada on my/our behalf.

Yours faithfully,

BID SECURITY FORM

To

Oil India Limited,
Kakinada-533004,
Andhra Pradesh.

Whereas.....
(hereinafter called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, KG BASIN PROJECT, KAKINADA, ANDHRA PRADESH, INDIA (hereinafter called the Purchaser)'s Enquiry No..... for the supply of (herein after called 'the bid') KNOW ALL MEN by these presents that we of having registered office at (herein after called 'the bank') are bound unto the Purchaser, in the sum of for which payment will and truly be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder, withdraws their bid during the period of bid validity specified by the Bidder or
2. If the Bidder, having been notified of the acceptance of their bid by the purchaser during the period of bid validity:
 - a) fails or refuses to accept the order, or
 - b) fails or refuses to furnish the performance security.

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

This Guarantee will remain in force upto and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Sealed with the
Said Bank this day of Signature of the Bank.

PERFORMANCE SECURITY FORM

To

Oil India Limited,
Kakinada-533004,
Andhra Pradesh.

WHEREAS (name of the Seller) hereinafter called 'the Seller' has undertaken, in pursuance of order No..... dated to supply (description of Goods and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Seller's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee:

THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Seller, upto a total of (amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument sum or sums within the limits of (amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of

Signature of the Bank
