



FORWARDING LETTER

M/s _____

Sub: Tender No. SDG4947L21/09 for PROCUREMENT OF 10,000 PSI PRESSURE CONTROL EQUIPMENT SYSTEM

Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced manufacturers through OIL’s e-procurement site for “**PROCUREMENT OF 10,000 PSI PRESSURE CONTROL EQUIPMENT SYSTEM**”. One complete set of Bid Document for above is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No	:	SDG4947L21/09 dated 27.08.2020
Type of Bidding	:	SINGLE STAGE TWO BID SYSTEM
Tender Fee	:	NOT APPLICABLE
Bid Closing Date & Time	:	14.10.2020; 11:00 HRS.
Technical Bid Opening Date & Time	:	14.10.2020; 14:00 HRS.
Price Bid Opening Date & Time	:	To be decided later and shall be intimated separately to the technically qualifying bidders.
Bid Security Amount	:	INR 6,88,000.00 OR USD 9,500.00
Bid Security Validity	:	Minimum Upto 31.05.2021
Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal
Bid Opening Place	:	Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	:	Bid should be valid for 120 days from actual bid closing date.

Original Bid Security to be submitted	:	Office of CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Performance Guarantee	:	Applicable @ 10% of Order value
Integrity Pact	:	To be submitted as per attached format
Contact Details	:	AMRIT L BORA, MANAGER MATERIALS E-MAIL: MMFD1@OILINDIA.IN; PHN: 0374-2808720
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: ERP_MM@OILINDIA.IN
Bids to be addressed to	:	CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
LIST OF ANNEXURES APPLICABLE		
General Terms & Conditions	:	MM/GLOBAL/E-01/2005 for E-Procurement ICB Tenders
Annexure-A	:	Specification and various notes to bidders
Annexure-B	:	Detailed item specification & scope of work
Annexure-C	:	Commercial Checklist
Appendix-A1	:	Details of restrictions on procurement from a bidder of a country which shares a land border with India
Proforma-A-1	:	Format for Undertaking towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23 rd July, 2020
Appendix-A-2	:	Format of undertaking by Bidders towards submission of authentic information/documents
Appendix-A-6	:	Price bid format
Annexure-B-1	:	Matrixes for Technical Evaluation
Others	:	Any other document uploaded online in OIL's E-procurement portal.

3.0 OIL now looks forward to your active participation in the Tender.

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

sd/-
(Amrit Loushon Bora)
Sr. Manager Materials(FD)
For GM Materials (FP)
For CGM Materials (HoD)
For Resident Chief Executive

AA :: TECHNICAL SPECIFICATIONS & QUANTITY OF ITEMS

SL NO	ITEM DESCRIPTION	QUANTITY
10	10,000 PSI Pressure Control Equipment System along with its related accessories for Cased-hole Wireline operations Detailed Specification as per Annexure - B	02 Nos.
20	Pre-despatch Inspection of Item no. 10 Details as per Annexure - B	01 AU
30	Installation & Commissioning of Item no. 10 Details as per Annexure - B	01 AU

BB :: GENERAL NOTES TO BIDDERS:

1.0 a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>

b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

2.0 Office Memorandum No. F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division under Department of Expenditure of Ministry of Finance will also be applicable against the tender and thus bidder(s) must note that:

“Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or works, only if the bidder is registered with the competent authority”

For further details on above and format of certification to be submitted by the bidder, **APPENDIX-A-1** & **PROFORMA-A-1** is to be referred.

3.0 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA-A-2** along with their offer failing which their offer shall be liable for rejection.

- 4.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA-A-3** 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.

OIL's Independent External Monitors at present are as under:

SHRI RUDHRA GANGADHARAN, IAS (Retd.),
Ex-Secretary, Ministry of Agriculture
E-Mail ID: rudhra.gangadharan@gmail.com

SHRI SUTANU BEHURIA, IAS (Retd.),
E-mail ID: sutanu2911@gmail.com

- 5.0 Submission of 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.

5.1 The Bid Security (EMD) as applicable must either be deposited through online payment gateway or submitted to OIL in the form of original Bank Guaranty (hard copy) on or before the scheduled Bid Closing date of the Tender. The Validity and Amount of Bid Security (EMD) must be strictly as specified in the forwarding letter of this bid document. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same. Format of Bid Security (Bank Guarantee) is enclosed vide **PROFORMA-A-4**

5.2 In case of Bank Guarantee, the Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

5.3 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.

- 5.4 In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Bid Security/EMD/Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.
- 5.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 5.6 Bank charges, if any for submission of bid security shall be on bidder's account.
- 5.7 The Bid Security may be forfeited:
- a. If the bidder withdraws the bid within its original/extended validity.
 - b. If the bidder modifies/revises their bid suo-moto.
 - c. If the bidder does not accept the order/contract.
 - d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
 - e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder
- 5.8 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).
- 6.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of Order within 30 days of receipt of LOI/notification of award. The performance security must be in the form of Bank Guarantee (ref. **PROFORMA-A-5**) or in the form of a Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:
- 6.1 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder/service provider, or
- 6.1.1 In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India. Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable
 - 6.1.2 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

- 6.1.3 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 6.2 The Performance Security shall be denominated in the currency of the contract.
- 6.3 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 6.4 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/unsatisfactory performance.
- 6.5 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 6.6 Bank charges, if any for submission of performance security shall be on supplier's account.
- 6.7 The validity of Bank Draft/Cashier's cheque/Banker's cheque should not be less than 3 months at the submission to OIL.
- 6.8 Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.
- 6.9 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract.
- 7.0 Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 8.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due

date to The CGM Materials, Materials Department, Oil India Limited, Duliajan-786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.

- a) Original Bid Security along with two duplicate copies of Bid Security.
- b) Any other documents which have been particularly asked for in this tender for submission.

- 9.0 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.
- 10.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 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. However bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.
- 12.0 A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BRC/BEC (if applicable).
- 13.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence Nil rate of Customs Duty towards import (for foreign bidders) and concessional GST @5% (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.

Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes & Duties in India shall be to the account of Oil India Limited.

In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.

Note: Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.

- 14.0 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.

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 BEC / BRC shall prevail.

- 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 (and amendments issued time to time) 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. In this regard, bidders are requested to take note of the following and to submit their offers accordingly.

a) Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit following documents for availing the benefits applicable to MSEs:

- i. Udyam Registration No. with Udyam Registration certificate

OR

ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

b) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender.

- 16.0 To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption 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>). Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable.

- 16.1 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.
- 16.2 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.
- 16.3 In case of loss of the certificate, OIL INDIA LIMITED is not responsible.
- 17.0 Bids are invited online under **SINGLE STAGE TWO BID SYSTEM**. Bidders must prepare the **TECHNO-COMMERCIAL BID (UNPRICED)** as well as the **PRICED BID** separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. 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/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.
- 17.1 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 17.2 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. 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 as per Bid Rejection Criteria mentioned in the tender.

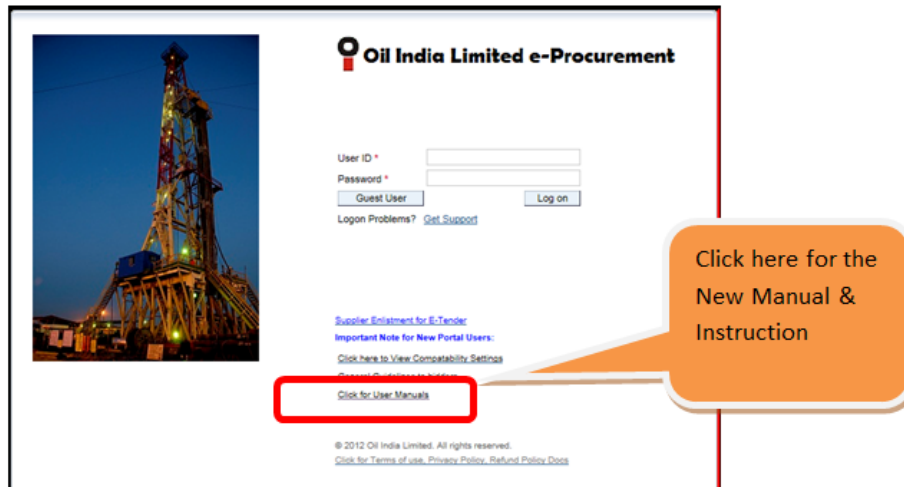
Notes and Attachments

→ Only Price Details Should Be Uploaded

Technical attachments

→ All technical bid documents except price details

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “**New Vendor Manual (effective from 12.04.2017)**” available in the login Page of the OIL’s E-tender Portal.



- 17.3 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “**TECHNO-COMMERCIAL UNPRICED BID**” should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFX Response-> User - > Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFX Response-> User - > Technical Bid only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.
- 17.4 Priced bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.
- 17.5 For convenience of the qualified Bidders and to improve transparency, the rates/cost 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 from 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.

18.0 **AMENDMENT OF BID DOCUMENTS:**

18.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of Corrigendum(s)/Addendum(s).

18.2 The Corrigendum(s)/ Addendum(s) will be uploaded in OIL’s E-Tender Portal in the Tab “Technical Rfx” and under External Area - “Amendments” folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal [“Technical RFX” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

19.0 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.

20.0 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 manufacturer's name, etc.

21.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

22.0 Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.

23.0 Indian Bidders shall indicate the following in their offer:

23.1 Ex Works unit and total price as per price bid format including packing, forwarding and insurance; all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection, testing and loading on transport carrier etc.

23.2 The quoted price shall be deemed to be inclusive of all taxes and duties except “Goods and Services Tax” (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable)

- 23.3 Built in CIF value of import (ref. 16.0 for benefits under deemed export) for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc.
- 23.4 Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading, unloading of Line Pipes/Bend at Project Site/Warehouse. The prices should be inclusive of all taxes, duties, levies etc.
- 24.0 Foreign Bidders shall indicate the following in their offer:
- 24.1 Bidders shall submit their unit & total prices on FOB – International Port of Shipment, and CIF –Port of entry, India basis as detailed out in the Price Schedule. The request for different price basis is merely to facilitate the comparison of bids and will not in any way limit the OIL's right to contract on different terms.
- 24.2 Bidder shall also quote for Ocean Freight charges (including stowage charges) upto the port of entry, India, in the price schedule. The request for separate FOB Price and Ocean Freight is merely to facilitate the comparison of bids.
- 24.3 All shipments of material and containerised cargo shall be made by suitable vessels certified for seaworthiness and complying with National/ International safety regulations and age (vintage) of the vessel being less than 25 years.
- 24.4 Seller shall inform the shipping details (Vessel details, Estimated Time of Arrival etc.) immediately on receipt of Bill of Lading. Detention & Demurrages, if any, due to early arrival of vessel, shall be to bidder's account.
- 25.0 Both Indian bidder and Foreign bidder must note that no trans-shipment en route is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL. No charges shall be payable for such transshipment and consequent handling/storage of the goods.
- 26.0 In case of placement of order, OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the party in their offer. In case the order is converted to C&F Kolkata Port, the performance security amount shall also be enhanced considering the quoted ocean freight charges.
- 26.1 Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single Window facility having office of local agent in India at Kolkata and offer 14 days free detention time of containers at discharging port.
- 27.0 In case of Indian bidders, Indian bidders are required to indicate both Ex-works as well as FOR Destination price by road. OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.
- 28.0 In case a Foreign Bidder's offer is based on certain component sourced within India, additional terms & condition specified elsewhere in the bid document shall be applicable in respect to such components.

- 29.0 Currency once quoted will not be allowed to be changed. OIL shall not be compensating for any exchange rate fluctuation.
- 30.0 In case any payment receipt of the foreign bidder against the order is subject to tax deduction at source in India, the Bidder shall quote their prices gross of Indian income tax. i.e., inclusive of Indian Income Tax at the applicable prevailing rate as per Indian Income Tax rules. Owner/Purchaser shall deduct at source the tax as applicable while making payments against each invoice for the services in India. Certificate for Tax Deducted at Source (TDS) shall be provided to the Seller.
- 31.0 **PAYMENT TERMS:** 80% payment of supply value will be released against supply of materials and balance 20% after satisfactory installation & commissioning at site along with the installation & commissioning charges after adjustment of liquidated damages, if any. Bidders must confirm acceptance of the payment term while quoting. Payment towards pre-despatch inspection and training will be released after successful completion of pre-despatch inspection and training.
- Note:** 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 nonresponsive and such offers will be rejected
- 32.0 **LIQUIDATED DAMAGE:**
- 32.1 Time will be of the essence of the contract.
- 32.2 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.
- 32.3 As an alternative to 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 33.2 to invoke the Performance Security without causing any notice to the Seller to this effect.
- 32.4 The applicable GST on the Liquidated Damage shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.
- 32.5 Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).

33.0 Bidder to sign and submit completely filled up Technical & Commercial check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification failing which their offer will be rejected. The check lists & matrixes will be uploaded after pre-bid conference.

34.0 **LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.

If the supporting documents for establishing the Bid Evaluation Criteria, such as duly audited Balance Sheet, Purchase Order, Inspection Release Note etc., are not in English language are not in English language, then the English translation copy of the same shall also be furnished duly certified from any one of the following:

- a) Official of Indian Embassy/High Commission/Consulate General situated in the country where language has been translated.
- b) Official of Embassy/High Commission/Consulate General of the country where language has been translated, in India.

In case any printed literature furnished by the bidder in another language and is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

35.0 **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

Banning Policy dated 6th January, 2017 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

- a) BACKING OUT BY BIDDER WITHIN BID VALIDITY
- b) BACKING OUT BY SUCCESSFUL BIDDER AFTER ISSUE OF LOA/ORDER/CONTRACT
- c) NON/POOR PERFORMANCE AND ORDER/CONTRACT EXECUTION DEFAULT

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/Award of Work.

- 36.0 **IMPORTANT NOTES:** Bidders shall take note of the following important points while participating in OIL's e-procurement tender:
- 36.1 Bid should be submitted online in OIL's E-procurement site up to 11.00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14.00 Hrs. (IST) at the office of the Head-Materials in presence of the authorized representatives of the bidders.
- 36.2 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
- 37.0 **PACKAGING:** The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration. Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per this Bidding Document. All items must have their respective identification marks painted /embossed on them.
- 38.0 **ROAD DESPATCH**
- a) In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.
- b) 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.
- c) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to OIL.
- 39.0 **SHORT SHIPMENTS:** Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.

40.0 **CLAUSES RELATED TO GST**

- 40.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
- (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 40.2 The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, 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.
- 40.3 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.
- 40.4 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.
- 40.5 Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the order. 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.

40.6 **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

40.7 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.

40.8 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.

CC: SPECIAL NOTES FOR BIDDERS:

- 1.0 The bidder shall be the Original Equipment Manufacturer (OEM) of the tendered item(s).
- 2.0 The Bid along with all technical documentation must be in English Language.
- 3.0 The bidder must submit full technical literature of the offered item(s) as per the Tender requirements.
- 4.0 The bidder's offer must meet all the technical specifications mentioned against each item of the tender document.
- 5.0 The bidder must submit firm confirmation/certificate along with the bid declaring that the bidder (i.e. the OEM) possesses all required manufacturing, testing and quality control facilities for the offered items.
- 6.0 All materials as indicated in the material description of the tender should be offered. If any of the items are not offered by the bidder, the bid will not be considered for evaluation. Bid evaluation will be done only for those bids which offer full quantities of goods as mentioned in the Tender document.
- 7.0 Bidders must confirm in their offer that they would carry out installation and commissioning of the Pressure Control unit skid along with accessories supplied at Duliajan, Assam (India) as per the scope of work mentioned in the tender. Any bidder not offering to the installation and commissioning of all the systems shall be treated as non-responsive and rejected.
- 8.0 Bidder must confirm their Technical responses through "Technical Checklist", Annexure-B-1 with appropriate reference to the bid. These Checklists, duly filled, must be submitted along with the bid to avoid rejection of their offer.
- 9.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.
- 10.0 Bids containing incorrect/false/misleading statement(s) shall be rejected.
- 11.0 Validity of the bid shall be minimum 120 days from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.
- 12.0 Goods, materials to be supplied shall be new, of recent make, of the best quality & workmanship, and shall be guaranteed for a period of 12 months from the date of installation & commissioning, against defects arising from faulty materials, Workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced on FOR 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. The bidder shall confirm the same in the technical bid.
- 13.0 Bidders are required to submit their price bids strictly as per the formats provided hereunder:

- 14.0 All materials as indicated in the material description of the tender should be offered. If any of the items are not offered by the bidder, the offer will not be considered for evaluation.
- 15.0 Cost of spares, consumables, accessories, critical items, etc. as mentioned in clause 1.8 of ANNEXURE-B will be considered for Bid evaluation.
- 16.0 Bid evaluation will be done only for those bids which offer full quantities of goods as mentioned in the ANNEXURE-B CLAUSE 1.1 THROUGH 1.8. Bidder must quote for Pre-Despatch inspection charges (If any Clause 4.0) and Installation and Commissioning charges as per clause 5.0, evaluation of which shall be done with the bid.
- 17.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender (**Refer APPENDIX-A-6**) and detailed below
- 18.0 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.
- 19.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 20.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.

Note: 1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

2) For enquiries with duty exemption benefit – The items covered under this enquiry shall be used by OIL in the PEL/ML areas and hence, applicable customs duty for import of goods shall be zero in case of Foreign Bidders. However, IGST @5% shall be applicable. Indigenous bidder shall be eligible only for concessional rate of GST @5% against Essentiality Certificate.

7.1 When only foreign bidders are involved:

The Total Value of Foreign bidder as worked out as per para **Appendix-A-6 (i)K** shall be compared

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

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

The Total Value of Domestic bidder as worked out as per para **Appendix-A-6 (ii) K** shall be compared

DETAILED SPECIFICATION & SCOPE OF WORK

PREAMBLE

OIL INDIA LIMITED (OIL) intends to procure 02 (TWO) Nos. of complete 10,000 psi Pressure Control Equipment System along with its related accessories for Cased-hole Wireline operations in Oil & Gas wells.

Each of the two(02) 10K Standard Pressure Control Equipment System (skid unit) shall be required to contain well bore pressure in oil/gas wells during logging/perforation operations using mainly 7/32" & 5/16" OD e-line cables. Each unit must be combined in **ONE** compact heavy-duty transport frame and must have all hydraulic functions, grease pumping operations and complete grease control head for controlling well pressures during wireline logging/perforation operations. The unit (skid) must have all basic fittings and performance specifications conforming to logging operations at international standards in addition to those specified below.

TECHNICAL SPECIFICATIONS FOR 10K PSI WIRELINE PRESSURE CONTROL EQUIPMENT SYSTEM WITH ITS RELATED ACCESSORIES

The Wireline Pressure Control Equipment compact system (skid unit - preferably overall dimension should not be more than 1.3 m width, 3.0 m length and 1.8 m height for reason of mounting on OIL's available unit) will be used during intervention jobs in oil/gas wells to control the wellbore pressure that builds up in the wellbore. The Wireline Pressure Control equipment system and its accessories should be ergonomically designed and must be rated for 10000 PSI (10K) WP system. Complete specifications along with drawings, part numbers, part wise vendor/ manufacturers' lists, catalogues etc., are to be provided along with the bid. The Pressure Control equipment must be of **brand new**, recent make (**not more than one year old as on the date of placement of order/LOI**), state-of-art model and both units should be of identical specifications and conform to international quality standard norms.

NOTE 1:

a) Bidder(s) must quote all items required for smooth and safe operation of the Pressure Control Equipment system in their bid irrespective of whether they are mentioned explicitly or not in this document.

b) Bidder(s) must submit duly filled Technical Checklist Annexure-B-1 along with their technical offer.

10K PSI WIRELINE PRESSURE CONTROL EQUIPMENT SYSTEM & OTHER RELATED ACCESSORIES

1.0 Pressure Control Equipment System: Each pressure control system (skid unit), rated for 10,000 psi working pressure, **must be of compact design** with an upright stance (to allow operator to work from standing position) and must include all accessories, spares & consumables with quantity as mentioned in the table below. The Well head Pressure Control Equipment must be preferably of **ELMAR/ASEP/KEA/HUNTING/FORUM** make-10,000 PSI System or equivalent make housed inside a heavy duty, single lift transport frame. **Bidder to note that Pressure Control Equipment is related to safety and accordingly should be from a reputed company which is supplying such equipment to major wireline oil service company. The offered item should be API Certified Pressure Control Equipment. In line with above, if equivalent Pressure Control equipment is offered by the bidder, suitable adaptors of 10,000 PSI rating must be provided to interconnect NOV Elmar make Pressure Control equipment available with OIL. Details of the interconnection is provided in ANNEXURE-B-2.**

The 10K PSI Pressure Control Equipment must have the following features:

1.1 10K PSI AIR POWERED HYDRAULIC MODULE: Quantity-01 per PCE Skid

The grease injection head must be operated using air driven hydraulic pump grease injection system with a suitable control panel mounted on the unit itself. The unit must also be able to operate BOP, a tool trap, tool catcher, stuffing box, line wiper in addition to the grease head. The above unit (BOP Grease and Hydraulic Control Module) must be mounted/housed inside parent Pressure control equipment skid mentioned in clause 1.0. The equipment must come with following minimum features.

- 1.1.1** The offered module must be light weight compact unit.
- 1.1.2** The grease control module/unit must be suitable for controlling well pressure up to 10,000 psi WP.
- 1.1.3** The grease module with grease tanks must be operated with (each independent pump) air driven grease pumps. Both pumps must be completely identical and capable of independent operation. If dual air driven grease pump is not available with the model, the additional air driven grease pump must be provided separately.

- 1.1.4 The air-operated grease injection pumps must be suitable for operation in well pressure up to minimum 10000 psi. Both the independent grease injection systems (if dual air operated grease pump offered) must be operated from one integrated control panel.
 - 1.1.5 Proper Air-regulator should be provided to allow variable control of grease flow rate and pump stall pressure.
 - 1.1.6 Suitable separate 120 feet reel hoses mounted on wet-center reels must be provided for operation of the Single/Dual BOP, Tool Trap, Tool Catcher, Pack-off, Line wiper and for supply/return of grease to the grease injection head.
 - 1.1.7 Bidder must provide Grease Transfer pump.
 - 1.1.8 The module should have stainless steel engraved control panel clearly marked with control indications.
- 1.2 WIRELINE GREASE INJECTION CONTROL HEAD & STUFFING BOX FOR 10K PSI WORKING PRESSURE, Quantity-01 per PCE Skid.**

Grease injection control head is required to create a seal around a moving 7/32" OD and 5/16" OD wireline allowing intervention access to wells under pressure. Grease Injection control head must be housed inside the parent Pressure Control Equipment System mentioned in Clause 1.0. The equipment must come with following minimum features.

- 1.2.1 The grease injection control head must contain two major sub-assemblies, the stuffing box or pack-off and the flow tube section consisting of min 5 nos. of concentric flow tube assembly.
- 1.2.2 The bidder must offer concentric flow tubes assembly having flow tubes sized to operate with 7/32" OD wireline cables. The Grease control head unit must also be capable to accommodate flow tubes for 5/16" OD monocable operations.
- 1.2.3 The control head must also incorporate an integral liner wiper required to clean the cable while coming out of well.
- 1.2.4 The grease injection control head must have a grease delivery line with check valve/non-return valve for required injection line and a grease return line.

1.3 10K LIGHT WEIGHT LUBRICATOR ASSEMBLY, Quantity-01 set per PCE Skid

- 1.3.1** Bidder must quote 4 nos. of light weight alloy Wireline Lubricator Section for 10,000 psi Working Pressure, Standard service having 3”(63.5mm) ID X 8ft (2.44m) Long with metallic lifting caps and thread protectors.
- 1.3.2** Bidder must quote 02 no. of light weight Wireline alloy Lubricator Section for 10,000 psi Working Pressure (WP), Standard service having 3.0”(63.5mm) I.D. X 6 ft (1.8m) long having one 1/2" NPT port (18 inch from bottom) with metallic lifting cap and thread protector along with 10K pressure gauge. Bidder must provide suitable 1/2" NPT port plug for above Lubricator during non-use.

1.4 HYDRAULIC TOOL TRAP, Quantity-01 per PCE Skid

- 1.4.1** Bidder must provide 01 no. 10K Working Pressure Hydraulic activated Tool trap with external indicator and lifting caps.
- 1.4.2** Bidder must provide 01 set Hand Pump assembly rated min 3K Working Pressure and fitted with Pressure gauge for Tool Trap device operation. This is in addition to the one available with the parent PCE module mentioned in clause 1.0.
- 1.4.3** The bidder must provide 02 sets of Hose assembly, each of min 120ft length, with quick coupling for Tool Trap operation in addition to the ones available with the parent PCE module mentioned in clause 1.0.
- 1.4.4** The Tool Trap must be equipped with carrying handles and protectors for the hydraulic components.

1.5 LIGHT WEIGHT 10 K BLOW OUT PREVENTER (BOP), Quantity-01 per PCE Skid

- 1.5.1** Bidder must quote compact light weight Single/Dual type 10K Working Pressure Hydraulic activated Wireline BOP with manual backup option.
- 1.5.2** The Single/Dual type BOP fitted with ram for 7/32”OD cable size.
- 1.5.3** Bidder must provide 02 sets of complete spare BOP ram for 7/32” OD and 5/16” OD cable size each.
- 1.5.4** Bidder must quote "Y"-Hose” assembly for Wireline BOP “OPEN” function fitted within the parent PCE skid unit.
- 1.5.5** Bidder must quote "Y"-Hose” assembly for Wireline BOP “CLOSE” function fitted within the parent PCE skid unit.

- 1.5.6** The bidder must provide 01 no. of 4-way valve (preferably) Hand Pump assembly for Wireline BOP with Pressure Gauge and quick connectors for hoses **in addition to the one available with the parent PCE module** mentioned in clause 1.0.
- 1.5.7** Bidder must quote 02 nos. per set of X60 ft long Hose assembly with quick end connectors for BOP operation apart (additional unit) from the one available with the parent PCE module mentioned in clause 1.0.
- 1.5.8** Equalizing and bleed-off valves must be provided with BOP (as necessary).
- 1.5.9** Must have Transportation cage with Lifting caps.
- 1.6 PORTABLE 10,000 PSI PRESSURE TEST UNIT; QUANTITY 01 NO. PER PCE SKID**
- 1.6.1** Bidder must provide compact standalone pressure test unit to pump water for testing the lubricator assembly up to 10,000psi.
- 1.6.2** The unit must have air-driven high pressure pump.
- 1.6.3** The unit must have stainless steel inbuilt (preferably) water tank along with min100ft line hose on wet-center reel.
- 1.7 SKID MOUNTED COMPACT DIESEL ENGINE DRIVEN AIR COMPRESSOR, QTY-01 No.**
- 1.7.1** Standalone, Compact Diesel Engine Driven Air Compressor mounted on skid (preferably overall dimension should not be more than 1.0 m width, 2.0 m length and 1.0 m height for reason of mounting on OIL's available unit – **highly compact unit is desired**) complete with all accessories for continuous supply of compressed air of volume min 70-90 CFM (cubic feet per minute) @100 psi to operate Hydraulic Control Module offered in Clause 1.1 above. Two numbers of Air outlet connections with quick connect must be provided. Two nos. of suitable air-hose reel 100ft length mounted on wet-center reel must be provided.
- 1.7.2** Bidder is requested to provide the positive air shut off valve with the compressor for safety in logging operations.
- 1.7.3** Bidder is requested to provide spares and consumables for the offered compressor for 2 nos. of periodic maintenance. Bidder to provide a complete list of spares required for maintenance of the unit for at-least 2 years' time.

Note 2: The above compressor skid shall be used in Oil & Gas wells for operating Air driven Grease injection pumps required with Pressure Control Equipment operation and other equipment.

Note 2.1 Bidder must quote all items including any item which is not mentioned in clause above, required for successful operation with offered PCE unit. Any items found required during commissioning but not quoted by bidder must be offered on Free of Charge basis to OIL under terms Delivery Duty Paid upto Duliajan.

- 1.8** The bid must contain the following **additional Spares and Consumables** against the 02 (Two) sets of PCE equipment (i.e. items must be quoted as per Quantity specified for 02 sets of PCE equipment) :-

S/N	MATERIAL DESCRIPTION	QUANTITY
ADDITIONAL EQUIPMENT		
1.	Pneumatic tool box set to open various sizes nut bolts (snap on make or equivalent)	02 SETS
2.	At least 25 m pneumatic hose mounted in the unit with suitable quick connection to take air from the compressor unit for various purpose like operation of pneumatic tools	02Nos.
3.	Suitable adapters/quick connection for the air hose	10 sets
4.	Well Head Adapter Flange of 2 9/16" size, BX-153 groove, 10,000 psi rating	02 Nos.
5.	Suitable blank plugs to plug hoses, nipples fitted in the unit and pressure control equipment after use	10 nos.
6.	10K WP Bleed off sub to release pressure trapped in PCE assembly (with 1/2" NPT port for connection of suitable valve) & compatible for use with Lightweight Lubricators	02 Nos.
7.	10,000 psi rating Swage adaptable to 2 7/8" EUE tubing	03 Nos.
8.	Lubricator clamp, spreader and wire rope slings assembly OR ANY OTHER ITEMS REQ FOR OPERATION	02 Nos.
SPARES AND CONSUMABLES		
9.	SPARE Hydraulic twin hand pump for BOP and Tool trap operation.	02 Nos.
10.	SPARE high-pressure light weight hoses (at least 75 meters) same as fitted in the logging unit for grease injection with necessary connection and adaptors on Wet-center reels. (Please note that for mention of hoses in tender If a single roll of 75m long hose is not available / mountable the same may be provided as separate 120 ft. length hoses with suitable connector/adaptor for obtaining required length)	02 Nos.
11.	SPARE NRV/Check Valve fitted in 10K Grease Control Head equipment for operating in oil & gas wells.	25 Nos.
12.	Flow tube for 7/32" cable: True gauze (1 Set = 4 flow tubes of True gauge size for 7/32" cable)	15sets.
13.	Flow tube for 5/16" cable: True gauze	15 sets.

	(1 Set = 4 flow tubes of True gauge size for 5/16" cable)	
14.	Metallic Line bushing (7/32" and 5/16")	10 sets EA.
15.	Line wiper/rubber (7/32" and 5/16")	10 sets EA.
16.	SPARE Complete BOP RAM set for 5/16" OD cable	02 nos.
17.	SPARE Complete BOP RAM set for 7/32" OD cable	02 nos.
18.	Adaptors for interconnection with NOV Elmar Pressure Control Equipment (In case bidder offer Equivalent PCE other than NOV Elmar equipment) Please Refer Annexure -B-2	02 nos.
19.	<p>Bidder must quote recommended spares, consumables required for 30 number of well-site operation with Pressure Control Unit Skid and others against items 1.1, 1.3, 1.4, 1.5, 1.6 and 1.7 in item-wise manner and quote them as per the following clause stipulations:-</p> <p>Bidder must also quote <u>one set of any other spares</u> which may be required for operation but not mentioned elsewhere in tender under the clause (If any).</p> <p><i>(The quote must contain Part Number, description of each item, recommended quantity for 30 operation, unit price, and extended price of each quoted item)</i></p> <p><u>NOTE:-</u>The Bidder is expected to quote RECOMMENDED SPARES AND CONSUMABLES as mentioned in the above clause. If required recommended spares are not quoted for minimum 30 well-site operations and found to be necessary during commissioning period or at a later date within 3 years period subsequent to commissioning the item shall be supplied by the bidder FREE OF CHARGE TO OIL.</p>	Recommended Spare and consumables must be quoted- (Against offered items 1.1, 1.3, 1.4, 1.5, 1.6 and 1.7)

NOTE 3: During equipment commissioning, if certain items are found to be required but not quoted by the bidder for operation of the PCE, then all such items must be supplied at no charge to OIL under terms Delivery Duty Paid upto Duliajan.

NOTE 4: OIL at its discretion may increase or decrease any item(s) quantity under clause 1.8

1.9 RECOMMENDED SPARE LIST:

(Only list of recommended spares without price details are to be provided along with technical bid. Prices are to be indicated in Price bid only. Prices will not be considered for price bid evaluation)

Apart from the spares, consumables and accessories mentioned in the clause 1.8, the bidder is required to submit a list of all the recommended spares & consumables along with accessories required for Pressure Control equipment operation and for Diesel Engine Air compressor. This recommended spare parts list should contain description, part number and quantity of each item. The quantity of items recommended must be sufficient to cater 100 nos. of well operations

This is required for OIL's future reference / procurement only, and will not be considered for bid evaluation.

- (a) The Bidder must submit a written commitment/Undertaking that the spares and consumables will be supplied on chargeable basis to OIL for a period of 10 years from the date of closing of the bids, and in the event a part is not available due to a vendor going out of business or some other reason, the Bidder will determine and supply a suitable replacement part on chargeable basis to OIL.
- (b) Procurement of spares, accessories, consumables etc. mentioned against clauses 1.8 (9-18) shall be at the discretion of OIL.

2.0 STANDARD PRICE LIST

(To be submitted along with Price Bid only. However, confirmation of submission of Standard Price List is to be submitted in technical bid itself. Submission of prices along with technical bid shall lead to rejection of bid straightaway.)

Bidders are also required to submit a **standard price list** of the **entire items** used in Pressure Control Equipment skid, Pressure test unit and Air compressor unit. The price list must include all electronic (if any), electrical (if any), hydraulic items (if any), mechanical items, accessories and consumable. *The price list should contain description, part number and unit price of each item and must be valid for a minimum period of **two years** from the date of **successful commissioning of the equipment.***

The bidder must quote as per the tender requirement only and provide FULL INFORMATION wherever applicable in the bid. Bidders' response to each clause of the NIT must be submitted in a tabular format as shown in **APPENDIX -B-1** with appropriate reference to the main quote. After opening of the bids, in case any technical clarification is required on any bid, OIL **at its own discretion** may seek clarification from that bidder **to which bidder** must have to reply/clarify with complete details within the specified time mentioned by OIL. If not complied, that particular bid will not be considered for evaluation.

3.0 WARRANTY:

- 3.1 Materials supplied as per the Purchase Order should be under warranty for a **minimum period of 01 (one) year** from the date of successful completion of installation and commissioning of the entire equipment at site by OIL. Any item/sub item failed during the above mentioned warranty period is to be replaced/repared within 03 (three) months from the date of notification of such failure. The warranty of the repaired/replaced items shall be correspondingly extended by a period equal to that from the date of failure to the date of commissioning of the replaced/repared item. In order to keep the equipment fully operational, all spares and accessories required during the warranty period is to be arranged at site by the suppliers or their authorized representatives, within 03 (three) months, at their own cost & arrangement (including Customs Clearance etc.) under terms Delivery Duty Paid upto Duliajan.
- 3.2 Oil India Limited (OIL) reserves the right to inspect, test and wherever necessary, reject the goods after arrival of the goods at site, only if the said rejection is attributed to be the responsibility of the Bidder. It shall, in no way be limited or waived by reason of the goods being previously inspected, tested and passed by OIL or its representatives prior to the goods shipment from the country of origin.

4. PRE-DESPATCH INSPECTION CUM ACCEPTANCE :

- 4.1** The pre-shipment inspection of the equipment shall be carried out at the bidder/OEM premises by a team of **02 (Two) Engineers from OIL** as mentioned below. To & fro fares and boarding/lodging expenses etc. of OIL's inspection team will be borne by OIL. **However, supplier's expenses etc., if any, should be quoted separately and shall be considered for bid evaluation.**

At least 08 weeks advance intimation should be provided by the supplier to plan the visit of OIL's inspections.

- 4.2** The bidder shall facilitate pre-dispatch inspection of the Pressure Control units(skid) along with other accessories at bidder/OEM Plant/Works within a period of 01 (one) week by 2 (two) Logging Engineers from OIL. Passage and living expenses, including accommodation charges of OIL Engineers nominated to carry out the inspection work will be borne by OIL. The period of inspection and acceptance process may accordingly be specified by the bidders in the bid documents.

The inspection cum acceptance process will include the following minimum tasks / steps:

- a. Physical verification of all the items as per the purchase order with emphasis on items of cost more than US \$ 1500 per item.
- b. Functional testing of the Pressure Control unit skid along with other accessories to their rated specifications.
- c. Verification of records of Pressure testing carried out after manufacture of the equipment as applicable.

- d. Verification of all the test certificates for the Pressure Control unit skid along with other accessories and other documents.
- e. Checking of export invoices and discussing necessary modalities for safe transportation of the goods.
- f. Technical discussions on any deviations from the purchase order and provide feedback to OIL with technical justification for approval of the order amendment by the competent authority.
- g. Inspection of Training Manuals and other Engineering Documents.
- h. The inspection and acceptance report would be prepared jointly and signed by representatives of both the parties at the end of the inspection process before dispatch of the equipment from the suppliers' premises.
- i. Supplier shall confirm in writing compliance of all the points raised in the minutes of inspection as well as any other subsequent additions/changes, following deliberation with the inspector after arrival at Duliajan.
- j. Supplier shall affect despatch of the unit only on receipt of OIL's despatch advice.
- k. After assessing the tentative readiness of the equipment, the supplier should communicate the proposed schedules of the Pressure Control unit skid along with other accessories for inspection to OIL, with the confirmed date for inspection at least three months in advance. OIL, in turn, would confirm the scheduled date of visit of their personnel one month in advance to the supplier.

5.0 INSTALLATION AND COMMISSIONING:

- 5.1** Installation and commissioning includes commissioning of the Pressure Control unit skid along with other accessories, testing of all the supplied equipment in the well. The bidder will have to depute personnel with good communication capability in English and with minimum of 2-3 years' experience (Also in the event of replacement of commissioning engineers, engineers having commensurate experience must be deployed) in operations and maintenance of Pressure Control unit skid and other supplied items to OIL, Duliajan for field commissioning of the entire equipment. **The bidders must quote for lump sum commissioning charges (To be evaluated with the bid) which should include to and fro air-fare of their personnel, accommodation, local transport, and food to the bidder's personnel.** Immediately after receipt of all the materials by OIL at Duliajan, a written advice will be issued to the supplier asking them to commence installation and commissioning, which must be promptly acknowledged by the supplier. Commissioning of the Pressure Control unit skid along with other accessories is to be completed within **02 (two) months** from the date of receipt of such an advice from OIL (this two months period excludes the waiting time

for well readiness). Supply of short-shipped and warranty replacement items is to be arranged, including Customs Clearance etc. by the suppliers or their authorized representatives at their own cost & arrangement (under terms DDP Duliajan) within 03 (three) months from the date of completion of commissioning of the entire equipment. The bidder will be held responsible for any further delay in completion of commissioning of the goods at site and in case of defaulters; the Liquidated Damage Clause (Clause 7.0 below) will be made applicable.

- 5.2** In order to complete the field commissioning of the Pressure Control unit skid along with other accessories within the stipulated time-frame, all the spares and accessories which will be required during commissioning (due to failure of some components and/or any other materials required) are to be arranged (including Customs Clearance etc.) by the suppliers or their authorized representatives at the earliest, at site at their own cost & arrangement (under terms DDP Duliajan).
- 5.3** Installation and commissioning jobs with Pressure Control unit skid along with other accessories shall be tested in OIL's oil/gas wells. **Each Pressure Control unit skid along with other accessories must perform at least 02 nos. of successful logging/perforation jobs in wells with the equipment.**
- 5.4** The Installation and Commissioning report will be prepared jointly and signed by the representatives of both the parties at the end of successful completion of Installation and Commissioning process.
- 5.5** Bidder's inability to provide requisite engineers during equipment failure or during any time of the commissioning period resulting in delay in commissioning of the logging unit shall make it liable to LD as per clause 7.0 below.

6.0 DELIVERY:

- 6.1** Delivery required against this tender is maximum 09 (Nine) months from the date of opening of LC in case order is placed on the foreign supplier OR within Nine (Nine) months from the date of receipt of order in case order is placed on indigenous supplier. Date of clean Bill of Lading (B/L in case of foreign supplier) or Consignment Note date (C/Note date in case of foreign supplier) shall be considered as delivery date.
- 6.2** Bidder must comply with the above schedule and confirm in their Techno-Commercial bid. Bids not meeting time schedule as mentioned in the tender shall be summarily rejected.
- 6.3** In the event of the Seller's default in maintaining the quoted delivery schedule, seller shall be liable to **pay liquidated damages @ 0.5% per week** or part thereof of the **total** material value of the order subject to a maximum of 7.5%. Liquidated damages amount, if any, shall be adjusted/deducted while processing the balance payment which is payable after commissioning.

7.0 LIQUIDATED DAMAGE ON INSTALLATION/COMMISSIONING:

Liquidated Damage will be levied for any failure on the part of the supplier in completion of installation and commissioning @ 0.5% per full week or part thereof to a maximum of 7.5% of the value of the installation and commissioning. Moreover, if the successful bidder fails to commission the entire equipment within 01 (one) year from the date of intimation from OIL after arrival of the equipment at Duliajan, OIL will invoke performance security.

TECHNICAL CHECKLIST

Tender No.				
Bidder's Name				
NIT Clause No.	OIL NIT Clause Description	Bidder's Response	Any Deviation from NIT Clause (Yes / No)	Reason for Deviation
1.0	Pressure Control Equipment System			
	The pressure control system skid rated for 10,000 psi working pressure must be of compact design , with an upright stance including all the accessories, spares & consumables with specified quantity.			
1.1	10K PSI AIR POWERED HYDRAULIC MODULE : The grease injection head must be operated using air driven hydraulic pump grease injection system with a suitable control panel mounted on the unit itself. The unit must also be able to operate BOP, a tool trap, tool catcher, stuffing box and line wiper among other specifications.			
1.1.1	The offered module must be light weight compact unit.			
1.1.2	The grease control module/unit must be suitable for well pressure up to 10,000 psi WP.			
1.1.3	The grease module with sufficient enough grease tanks must be operated with 02 nos. of (each independent pump) air driven grease pumps. Both pumps must be completely identical and capable of independent operation.			
1.1.4	The air-operated grease injection pumps (pumps with 175:1 ratio) must be suitable for operation in well pressure up to 10000 psi. Both the independent grease injection systems must be operated from one integrated control panel.			
1.15	Proper Air-regulator should be provided to allow variable control of grease flow rate and pump stall pressure.			
1.1.6	Suitable separate 120 ft reel hoses mounted on wet-center reels must be provided as per clause stipulation.			

1.1.7	Bidder must provide Grease Transfer pump. As per specifications.			
1.1.8	The module should have stainless steel engraved control panel clearly marked with control indications.			
1.2	WIRELINER GREASE INJECTION CONTROL HEAD & STUFFING BOX FOR 10K PSI WORKING PRESSURE			
	Grease injection control head is required to create a seal around a moving 7/32" OD and 5/32" OD wireline allowing intervention access to wells under pressure. Grease Injection control head must be housed inside the parent Pressure Control Equipment System mentioned in Clause 1.0. The equipment must come with following minimum features.			
1.2.1	The grease injection control head must contain two major sub-assemblies, the stuffing box or pack-off and the flow tube section consisting of min 5 nos. of concentric flow tube assembly.			
1.2.2	The bidder must offer concentric flow tubes assembly having inner flow tube seized to fit tightly around 7/32" around the wireline. The Grease control head unit must also be capable to accommodate flow tubes for 5/16" OD monocable operation.			
1.2.3	The control head must also incorporate an integral liner wiper required to clean the cable while coming out of well.			
1.2.4	The grease injection control head must have a grease delivery line with check valve/non-return valve for required injection line and a grease return line.			
1.3	10K LIGHT WEIGHT LUBRICATOR ASSEMBLY			
1.3.1	Bidder must quote 04 nos. of light weight alloy Wireline Lubricator Section for 10,000 psi Working Pressure, Standard service having 3" (63.5mm) ID X 8ft (2,44 Mtr.) Long with metallic lifting cap or thread protector.			
1.3.2	Bidder must quote 01 no. of light weight Wireline Lubricator Section for 10,000 psi Working Pressure, Standard service having 3.0" (63.5mm) I.D. X 6 ft (1.8 Mtr.) long light weight alloy lubricators having one 1/2" NPT port (18 inch from bottom) with metallic lifting cap or thread protector.			

1.4	HYDRAULIC TOOL TRAP			
1.4.1	Bidder must provide 10K Working Pressure Hydraulic activated Tool trap with external indicator and lifting caps.			
1.4.2	Bidder must provide 01 no. per set Hand Pump assembly for Tool Trap device operation having Pressure gauge fitted on the unit. The hand pump must be rated min 3K Working Pressure apart from the one available with the parent PCE module mentioned in clause 1.0			
1.4.3	The Tool Trap units provided must have 02 nos. per set 60 ft long Hose assembly with quick coupling for Tool Trap operation apart from the one available with the parent PCE module mentioned in clause 1.0.			
1.4.4	Equipped with carrying handles that also protect hydraulic components			
1.5	LIGHT WEIGHT 10 K BLOW OUT PREVENTER (BOP)			
1.5.1	Bidder must quote compact light weight Dual type 10K Working Pressure Hydraulic activated Wireline BOP with manual backup option.			
1.5.2	The Dual type BOP must be fitted with 02 sets of ram for 7/32 “ cable size.			
1.5.3	Bidder must provide 02 sets of complete spare BOP arm for 5/16” cable size.			
1.5.4	Bidder must quote "Y"-Hose” assembly for Wireline BOP “OPEN” function fitted within the parent PCE skid unit.			
1.5.5	Bidder must quote "Y"-Hose” assembly for Wireline BOP “CLOSE” function fitted within the parent PCE skid unit.			
1.5.6	The bidder must provide 01 no. of 4-way valve Hand Pump assembly for Wireline BOP with Pressure Gauge and quick connectors for hose connections apart(additional unit) from the one available with the parent PCE module mentioned in clause.			
1.5.7	Bidder must quote 02 nos. per set of X60 ft long Hose assembly with quick end connectors for BOP operation apart (additional unit) from the one available with the parent PCE module mentioned in clause.			
1.5.8	Equalizing and bleed-off valves must be provided with BOP.			

1.5.9	Transportation cage with Lifting caps			
1.6	PORTABLE 10,000 PSI PRESSURE TEST UNIT			
1.6.1	Bidder must provide compact standalone pressure test unit to pump water for lubricator testing up to 10,000psi.			
1.6.2	The unit must have air-driven high pressure pump.			
1.6.3	The unit must have stainless steel inbuilt (preferably) water tank capacity of 200 L along with 100ft line hose on wet-center reel.			
1.7	SKID MOUNTED COMPACT DIESEL ENGINE DRIVEN AIR COMPRESSOR			
1.7.1-1.7.3	Standalone, Compact Diesel Engine Driven Air Compressor as specified in tender			
	NOTE 2: The above compressor skid shall be used in Oil & Gas wells for operating Air driven Grease injection pumps required with Pressure Control Equipment operation and other equipment.			
1.8	The bid must contain additional items and Spares and Consumables having specified quantities as per tender.			
ADDL NOTE	NOTE 3: During equipment commissioning, if certain items required for standard safe operation are found to be deficient as the bidder has not quoted them, than all such items must be supplied at no charge to OIL. NOTE 4: OIL at its discretion may increase or decrease any item(s) quantity under clause 1.8			
1.9	RECOMMENDED SPARE LIST			
	Bidder must submit a list of all the recommended accessories, spares			

	&consumables for Pressure Control equipment, Pressure Test Equipment and Diesel Engine Air compressor as per clause in tender.			
1.9(a)	The Bidder must submit a written commitment that the spares and consumables will be supplied on chargeable basis to OIL for a period of 10 years from the date of closing of the bids, and in the event a part is not available due to a vendor going out of business or some other reason, the Bidder will determine and supply a suitable replacement part on chargeable basis to OIL.			
1.9(b)	Procurement of spares, accessories, consumables etc. mentioned against clauses 1.8 (9-19) shall be at the discretion of OIL.			
2.0	STANDARD PRICE LIST			
	Bidders are also required to submit a standard price list of the entire items as per tender.			
3.0	Bidder must confirm to Warranty as specified in tender clause.			
4.0	Bidder must confirm to Pre-despatch inspection cum acceptance specified in tender clause.			
5.0	Bidder must confirm to Installation and Commissioning specified in tender clause.			
6.0	Bidder must confirm to Delivery requirement specified in tender clause.			
7.0	Bidder must confirm to Liquidated Damage specified in tender clause.			

[For Bidder(s) offering equivalent Pressure Control equipment]

Bidder must quote suitable adaptors (for both top and bottom side connections) of 10,000 psi rating for inter connection with NOV Elmar 10K PSI Pressure Control Equipment against Clause 1.8

NOV ELMAR equipment available with OIL has following connection:

-

4.75" – 4X2 (3.750" Seal Dia.) E09 Box Top X Pin and Collar down with threaded protectors.

**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)

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as
"The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Tender No.** _____ **DATED** _____. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if

there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less

damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and

demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Sd-
(A L BORA)
Sr. Manager Materials (FD)
.....

For the Principal

.....
For the Bidder/Contractor

Witness 1:
Witness 2:

Place. Duliajan
Date . 27.08.2020

BID SECURITY FORM

TO,
OIL INDIA LIMITED
P. O. - DULIAJAN - 786 602
ASSAM, INDIA

Whereas (herein after called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Purchaser)'s tender No..... for the supply of (hereinafter called 'the Bid') KNOW ALL MEN by these presents

That weof having our registered office at (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank thisday of

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder,
or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to accept the order; or
 - b) fails or refuses to furnish the performance securityor
3. If the Bidder furnishes fraudulent document/information in their bid.

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

This guarantee will remain in force up to and including _____ (*Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the Bank

PERFORMANCE SECURITY FORM

TO,
OIL INDIA LIMITED,
DULIAJAN - 786 602
ASSAM, INDIA

WHEREAS.....

...

(Name of the Seller)

(herein after called 'the Seller') has undertaken, in pursuance of Order No.....
.....dated...../...../..... to
supply.....
.....(description of Goods
and Services) hereinafter called 'the Contract'.

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

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

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

This Guarantee is valid until the day of

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the guarantors

Date

.....

Witness

PRICE BID FORMAT

BIDDER'S MUST NOTE THAT:

ALL THE PRICE BID COMPONENTS OF THE FOLLOWING PRICE BID FORMAT MUST BE QUOTED. IF A BIDDER LEAVES ANY PRICE BID COMPONENT BLANK OR MAKES AN NON-CONCLUSIVE REMARKS (SUCH AS N/A ETC.) OR DO NOT QUOTE AS PER THE FORMAT, IT WILL BE CONSTRUED AS INCLUSIVE IN THEIR QUOTED COST AND THIS WILL BINDING ON THE BIDDER. THEREFORE, BIDDER(S) ARE REQUESTED TO CAREFULLY EXAMINE THEIR PRICE BID BEFORE SUBMISSION.

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

- (A) Total Cost of main equipment in the ANNEXURE-B - CLAUSE 1.1 THROUGH 1.8 (detailed break up along with quoted item details are to be provided separately, refer Note) :**
- (B) Packing & FOB Charges:**
- (C) Total FOB Port of Shipment Value (A+B):**
- (D) Overseas Freight Charges upto Kolkata, India**
- (E) Banking & Insurance Charges @ 1.5% of C:**
- (F) Total CIF Kolkata Value (C+D+E):**
- (G) IGST@5% (against EC) on F :**
- (H) Total CIF+GST Value (F+G):**
- (I) Pre-despatch inspection charges including taxes, as applicable (refer Clause no. 4.0 of Annexure-B):**
- (J) Installation/Commissioning Charges including taxes, as applicable (refer Clause no. 5.0 of Annexure-B):**
- (K) Grand Total Value (H+I+J):**
- (L) Grand Total Value in words:**
- (M) Gross Weight:**
- (N) Dimensions & Gross Volume:**
- (O) Price details of Recommended Spares (refer Clause no. 1.9 of Annexure-B) (not for price bid evaluation):**
- (P) Standard Price List (refer Clause no. 2.0 of Annexure-B) (not for price bid evaluation):**

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.

COMMERCIAL:

Sl#	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
3.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format Sent separately? 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 NIT 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 ?	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 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 all BRC/BEC clauses accepted ?	Yes / No
12.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
12.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No

TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Offer reference & Date	
02	Name, Address, Phone No & E-mail of Bidder	
03	Bank details of Bidder	
04	Name of Manufacturer	
05	Bid validity	
08	Payment Terms	
09	Guarantee/Warranty Terms	
10	Delivery Period	
11	Country of Origin	
12	Port of Despatch / Despatching Station	
13	Confirm submission Integrity pact, if required as per NIT	
14	Confirm acceptance of PBG clause, if required as per NIT	
15	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	

17	Confirm submission of undertaking towards authenticity of submitted documents (refer Annexure-A4).	
18	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	

Signature _____
Name _____
Designation _____

