

Bid Number: GEM/2022/B/1994853

Dated: 28-02-2022

Bid Document

	Bid Details		
Bid End Date/Time	23-03-2022 11:00:00		
Bid Opening Date/Time	23-03-2022 11:30:00		
Bid Life Cycle (From Publish Date)	90 (Days)		
Bid Offer Validity (From End Date)	65 (Days)		
Ministry/State Name	Ministry Of Petroleum And Natural Gas		
Department Name	Oil India Limited		
Organisation Name	Oil India Limited		
Office Name	Oil India Limited		
Total Quantity	12		
Item Category	Field Storage Cementing Silo with Accessories (Q3)		
MSE Exemption for Years of Experience and Turnover	No		
Startup Exemption for Years of Experience and Turnover	No		
Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Bid to RA enabled	No		
Time allowed for Technical Clarifications during technical evaluation	3 Days		
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes		
Inspection to be carried out by Buyers own empanelled agency	Yes		
Type Of Inspection	Pre Dispatch		
Name of the Empanelled Inspection Agency/ Authority	Board of Officers		
Quality Assurance Plan document	<u>1646042792.pdf</u>		

Bid Details	
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method Total value wise evaluation	

EMD Detail

Required	No

ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	20

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

GMFA

Oil India Limited, Duliajan, Assam 786602. Email: tuhin_roy@oilindia.in; Details of Beneficiary: OIL INDIA, Bank Name: HDFC BANK LIMITED Branch Name: Duliajan Bank Account No.: 21182320000016 Type of Account: Current Account IFSC Code: HDFC0002118 MICR Code: 786240302 SWIFT Code: HDFCINBBCAL (Gmfa)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers

as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total OUANTITY.

3. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with predispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

Field Storage Cementing Silo With Accessories (12 pieces)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	<u>Download</u>
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Consignees/Reporting Officer and Quantity

S.No. Consignee/Reporting Officer		Address	Quantity	Delivery Days
		786602,Oil India Limited, Duliajan, Assam	12	240

Buyer added Bid Specific Additional Scope of Work

S.No. Document	: Title Description	Applicable i.r.o. Items
SCOPE View	SCOPE	Field Storage Cementing Silo With Accessories(12)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Terms and Conditions

1. Scope of Supply

Scope of supply (Bid price to include all cost components): Only supply of Goods

2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

3. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as

"Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

4. Generic

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST: 5%

Notification No. and date: 3/2017 dated 28/06/2017

5. Generic

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within 30 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

6. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 15 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4

days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is also governed by the General Terms and Conditions

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

ANNEXURE - I

TECHNICAL EVALUATION MATRIX (TO BE FILLED IN BY BIDDER DULY SIGNED) **TECHNICAL SPECIFICATIONS** Clau TO BE **FILLED** se **BY THE** Num **BIDDER** ber Relevant Location BIDDE of their R'S Bid to **RESPO** support NSE the remarks (Compl ied complian Not **DESCRIPTION** ce Compli ed Deviati / (Referenc on of Not Documen Applic t name / able) Serial number / Page number of bid for documen tary evidence) A. FIELD STORAGE CEMENTING SILO WITH Item ACCESSORIES (1000 CFT CAPACITY) - 1 NUMBERS Num Field Storage Cementing Silo as per the following ber 1 minimum specifications for each unit:

- 1) Each Silo should be vertical skid mounted pneumatic tanks of dished end at top, with round shell & conical bottom. The silos should be provided with oil field type side frame for skidding into horizontal position for transportation purpose.
- 2) Charge line should enter the silo from top & discharge line from the conical bottom i.e. about 600 mm (24 inches) from bottom of the silo & should be interconnected using 127 mm (5 inches) MS line with Threaded Flange couplings & 127 mm (5 inches) butterfly valves. The 127 mm (5 inches) vent lines equipped with 127 mm (5 inches) butterfly valves should have provision for connecting 102 mm (4 inches) hose / MS pipe for inter-connecting all vents of silos to common Threaded Flange outlets with 102 mm (4 inches) rubber hose. Necessary fittings / lines / hose for interconnecting three silos (making a set) should be provided. Four (04) numbers (2x2) of 101.60 mm (4 inches) rubber hose with union at both ends to be interconnected with the 127 mm (5 inches) charge / vent lines for each set of three silos for quick connection / disconnection.
- 3) The four numbers of air inlet to silo (at conical portion) should be 25 mm (1 inches) size connected to 25 mm (1 inches) or 38 mm (1.1/2 inches) mains aeration metallic line (complete with stainless steel NRV) using 25 mm (1 inches) hammer unions, reducers & rubber hoses. Necessary fittings / lines / hose for interconnecting three silos (making a set) should be provided. The circular aeration piping of 38 mm (1.1/2 inches) is to be connected to 50 mm (2 inches) common header with isolation valves for each silo. The 50 mm (2 inches) header line should have quick disconnection arrangement similar to charge / vent lines.
- 4) Each silo should have two numbers bleeder / safety valves, one at top and the other to be connected to the vent line at least one metre above the ground. The bleeder / safety valve should be set to bleed off at 3.52 Kg/Sq.cm. (50 psi).
- 5) Each silo should be provided with a 102 mm (4 inches) diameter pressure gauge with duel scales i.e. 0 7 kg/sq.cm. & 0-100 psig. The pressure gauge should be

installed at any suitable place but around 1.5 meters from silo's base.

- 6) Purpose For storage of dry cement at drilling well sites, to be used by coupling 3 silos. Silos will be operated pneumatically.
- 7) Operating pressure 2.8 kg/sq.cm. (40 psi) Working Pressure
- 8) Capacity 1000 CFT (28.32 cum)
- 9) Position of mounting Vertical Skid Mounted
- 10) Diameter of Silo 3000 mm (maximum)
- 11) Total Height of Silo 6700 mm (maximum)
- 12) Clearance from ground Approx. 200 mm (8 inches) (i.e. from bottom of silo)
- 13) Bull plug One 152 mm (6 inches) diameter bull plug (for drainage purpose) should be provided at the bottom of conical portion, but not at the bottom of the silo.
- 14) Type Vertical supported by four columns skid mounted as well as with side frames for skidding in horizontal position to be fabricated from material of IS-2062 or equivalent.
- 15) Ladder Ladder up to the height of silo (both inside & outside) shall be provided for easy approach (vertical skid can be converted to outside ladder by fixing square bars at equal spacing).
- 16) Manhole Two (02) Numbers of manholes, 500 mm (20 inches) diameter with quick locking type air tight cover (i.e. one at dished end & other at the side of conical portion).
- 17) Butterfly valves: 127 mm (5 inches) x 150 psi
- 18) Material of Construction High Strength tested steel plate not less than 10 mm thick for shell & 12 mm thick for top dished end & conical bottom. IS: 2062 to be used.
- 19) Aeration Bottom conical portion should be provided with aeration pads for better fluidization. The aeration pad should be so designed that the air outlets or the

nozzles doesn't get chocked with cement in absence of air supply. Specially designed aeration nozzles (In appropriate shell) should be provided which can be made-up / opened for servicing from outside of silo.		
20) Horizontal Skid - The Square Base Skid should be made using rolled steel beam of designation ISHB250.		
21) Vertical Skid - Parallel to the length of silo and attached to horizontal base skid using appropriate XXS round pipe (of wall thickness not less than 21 mm) properly welded to Horizontal skid and silo. Additionally clits and brackets of appropriate size should be welded to vertical pipes to support the conical portion (the attachment of clits & brackets to silo should not be direct but with suitable plate pad). The columns of silo should be rigid & sturdy and should be able to take up the load of silo with cement.		
22) One side of vertical skid should be oil field type running parallel to the length of silo i.e. up to the top of the silo for transportation purpose.		
23) Lifting hooks / lugs - Suitably designed & provided in Silo & Skid.		
24) Painting - The complete field storage silo (with skid) after fabrication should be grit / sand blasted to bare white metal, covered with 2-5 mils coat of zinc rich epoxy primer containing anti-corrosive pigments. Intermediate coat of epoxy polyamide primer & aliphatic acrylic polyurethane top 3-4 mils coat to withstand tropical conditions should also be applied. (Note: The colour shade to be advised during inspection).		
B. ACCESSORIES FOR EACH OF ABOVE		
1) Rubber hose, Oil resistant synthetic rubber, reinforced with two ply braided high tensile steel wire, 102 mm (4 inches) diameter & 3.66 meters (12 ft.) long, having 102 mm (4 inches) threaded male ends fitted with 102 mm (4 inches) threaded flange, working pressure not less than 20 kg/sq.cm. (300 psi) with all necessary fitting & suitable for connection to Charge & Discharge lines of silo		

(Quantity = 1 number per Silo).

2) Rubber hose, Oil resistant synthetic rubber, reinforced with two ply braided high tensile steel wire, 102 mm (4 inches) diameter & 4.88 meters (16 ft.) long, having 102 mm (4 inches) threaded male ends fitted with 102 mm (4 inches) threaded flange, working pressure not less than 20 kg/sq.cm. (300 psi) with all necessary fitting & suitable for connection to Charge & Discharge lines of silo (Quantity = 1 number per Silo).	
C. PRE-DESPATCH INSPECTION	
Complete package of Field Storage Cementing Silos should be offered for inspection at manufacturer's yard by OIL's team prior to dispatch with at least one (01) month notice. OIL shall complete pre despatch inspection within 15 days after receipt of Inspection call from the supplier. Bidder should indicate their acceptance in the technical bid.	
Each silo should be offered for inspection to OIL with at the following stages:	
i) Any time during fabrication of silos.	
ii) After fabrication of the silos but prior to blasting / cleaning or painting.	
iii) Any time after completion but prior to dispatch.	
The Inspection cum Acceptance process would include but not limited to the following minimum steps/tasks -	
i) Physical verification/inspection of all the items/fittings/accessories including all Parts Catalogue, Maintenance & Service Manuals, Schematics, etc.	
ii) Supplier shall have to take note of any minor modification(s) for operational requirement suggested by the inspection team and comply with the same at no extra	

iii) The minutes of inspection process would be prepared

iv) Supplier shall confirm in writing compliance of all the points raised in the minutes of inspection as well as any

at the end of the inspection and jointly signed by all

cost.

parties.

other subsequent additions/changes.	
v) Supplier will affect dispatch of the Cementing Silos only on receipt of OIL's dispatch advice.	
SPECIAL NOTES TO BIDDERS	
1. The overall dimensions of silo after skidding in horizontal position should not exceed 9.0m length x 3.0m width x 3.0m height. All the vent, inlet / outlet lines with fittings should be contained within the skid area for easy installation, dismantling and transportation.	
2. All structural members of skid (i.e. horizontal & vertical) should be additionally clit welded using triangular clit of appropriate size & thickness for strengthening purpose.	
3. The Base Skid should have Bolting / clamping arrangements for interconnecting three silos at a time.	
4. All necessary fittings, piping, butterfly valves, etc. should be supplied for interconnecting three silos at a time.	
5. All the piping and fittings should be of minimum 150 psi pressure rating.	
6. Bidder should forward the detailed engineering drawing indicating all major dimensions (including bill of material) of field storage silo (i.e. 3 silos kept side by side) with all necessary fittings along with the quotation.	
Bidder (if they wish) can have a view of the field storage silos installed at Drilling Department (NIA), Duliajan, Assam for preparation of drawing at their own. However, bidder will be given a chance to discuss & to modify the drawing to full satisfaction of OIL.	
7. The successful bidder shall make final drawings for the silos with constructional details to meet OIL's specifications / requirements and shall submit the same for OIL's approval within 15 days time from the date of placement of firm order. OIL will communicate the approval along with any changes / modification, if required, within 15 days time from the receipt of the drawings OR alternately OIL may send a multidisciplinary	

team to the bidder's installation to study, discuss and approve the drawings. The Bidder should categorically confirm in the technical bid compliance of this clause.

- 8. Bidder should forward the drawing with dimensions & bill of material for aeration pad & nozzles along with the techno-commercial bid.
- 9. Bidder should indicate the dimensions and gross weight of the offered silos with all fittings in the technocommercial bid.
- 10. Silo should be vertical skid mounted pneumatic tanks of dished end at top, with round shell & conical bottom.
- 11. The silos should be provided with oil field type side frame for skidding into horizontal position for transportation purpose.
- 12. All silos after fabrication job should undergo hydraulic test at a pressure not less than 1.5 times the operating pressure. The test must be done in presence of OIL engineers & test report should be signed by both the parties. Bidder to confirm compliance of the same in the techno-commercial bid.
- 13. Bidder should forward a list of recommended spares for two (02) years operation indicating part numbers, quantity & unit price separately. The price should remain valid for at least 2 years (**Price will not be considered for commercial evaluation**).

The list of recommended spares for two (02) years operation should not be uploaded alongwith Technical bid.

- 14. Purchase Order number and 'OIL' logo / mark provided by Oil shall be weld written on suitable place at the items. Bidders shall confirm compliance to the same while quoting.
- 15. In the event of order the supply must include the mill test certificates (including the hydraulic test report with graph). Bidder should categorically confirm while quoting.
- 16. Any deviation(s) from the tender specification should

be clearly highlighted specifying justification in support of deviation 17. Materials must be despatched within (08) months from the date of placement of order by OIL. The date of clear LR or C/Note shall be considered as the date of delivery.	
18. Unloading at OIL, Duliajan, Assam shall be arranged by OIL using its own resources.	
GENERAL NOTES TO BIDDERS	
1. The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment / dispatch or 12 months from the date of commissioning of the items, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.	
 The Bidder should indicate the name of the manufacturer, the country of origin, port of dispatch of the materials and their best delivery schedule. Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation. 	

<u>ANNEXURE - II</u>

	BID EVALUATION CRITERIA (BEC):		
	TECHNICAL:	/Not Complied	Relevant Location of the document in their Bid to support the remarks /complianc e
	BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)		
SI. No/CI ause	The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.		
A)	BID REJECTION CRITERIA (BRC)		
A1.	TECHNICAL:		
1.1	In case, the bidder is a Manufacturer, he should have an experience of minimum 5 (five) years in fabricating or manufacturing of cementing silos. For this purpose the period reckoned shall be the period prior to the original bid closing date of this tender. Documentary evidence to substantiate manufacturers		
	experience should be submitted in the form of copies of		

	relevant Purchase Orders which are five years old or more.
	The bidder (Manufacturer) should also have the experience of successful execution of supply, of at least 6 (six) numbers of cementing silos, to E&P companies / Drilling Contractors / Drilling service providers in the last 5 (five) years, preceding the original bid closing date of this tender.
	Documentary evidence to substantiate supply record should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as:
1.2	 I. Satisfactory Inspection report (OR) II. Satisfactory supply completion/ Installation / Commissioning report (OR) III. Delivery challans received by Consignee (OR) IV. Central Excise Gate Pass/ Tax Invoice issued under relevant rules of Central Excise/ VAT
	In case the manufacturer has successfully supplied, cementing silos as specified above, to OIL INDIA LTD (OIL) in last 05 (Five) years, preceding the original bid closing date of this tender and are not in a position to submit supporting documents required for experience criteria above, their offer will be considered provided they indicate in the bid itself the Purchase Order No. & Date, Quantity, supplied to OIL in the past.
	Note:
	The purchase order date need not be within 5 (five) years preceding the original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding the original bid closing date of this tender.
	In case the bidder is sole selling agent / distributor /
2.1	dealer / supply house of any manufacturer, then bidder must furnish the following documents:
	i) Back-up authority cum warranty letter in original on manufacturer's letter head, valid at the time of bidding

which should remain valid during the entire execution period of the order, from the concerned manufacturer guaranteeing supply of the items to the bidder in the event of an order on the bidder and also authorized them to market their products.

- ii) The bidders quoting on behalf of the manufacturers must also submit undertaking in original from the manufacturer for back up guarantee, after sale services and uninterrupted supply of spares for at least 5 years.
- iii) The bidders quoting on behalf of the manufacturers should additionally have the experience of successful execution of supply, of at least 6 (six) numbers of cementing silos, to E&P companies / Drilling Contractors / Drilling service providers in the last 5 (five) years, preceding the original bid closing date of this tender.

Documentary evidence to substantiate supply record should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as:

- (i) Satisfactory Inspection report (OR)
- (ii) Satisfactory supply completion/ Installation / Commissioning report (OR)
- (iii) Delivery challans received by Consignee (OR)
- (iv) Central Excise Gate Pass/ Tax Invoice issued under relevant rules of Central Excise/ VAT

In case the bidder has successfully supplied, cementing silos as specified above, to OIL INDIA LTD (OIL) in last 05 (Five) years, preceding the original bid closing date of this tender and are not in a position to submit supporting documents required for experience criteria above, the offer will be considered provided they indicate in the bid itself the Purchase Order No. & Date, Quantity, supplied to OIL in the past. However, this exemption shall be applicable only if the bidder has declared in the bid that he will be supplying the tendered item from the same manufacturer as per the last order supply.

	Note:		
	The purchase order date need not be within 5 (five) years preceding the original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding the original bid closing date of this tender.		
2.2	The sole selling agent / distributor / dealer / supply house should quote for the supply of cementing silos from the manufacturers who meet the experience & other criteria as mentioned at clauses 1.1 & 1.2. The sole selling agent / distributor / dealer / supply house should submit necessary and relevant documents of the OEM as mentioned in clauses 1.1 & 1.2.		
3.0	Bidder should categorically confirm in the technical bid that the tendered items will be supplied within the delivery period as mentioned in the tender, without which the bid will be rejected		
	B). BRC -FINANCIAL:		
	1.0 Annual Turnover - The bidder shall have annual financial turnover of minimum INR 244.16 Lakhs during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.		
	2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just proceeding to the original Bid Closing Date of the Tender.		
	3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/ accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking (ref. Proforma-6) certifying		

that 'the balance sheet/Financial Statements for the preceding financial year has actually not been audited so far'.

Note:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-
- i) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in **Proforma-7**.

OR

- ii) Audited Balance Sheet along with Profit & Loss account.
- b) In case the bidder is а Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, then the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.
- 5.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be

submitted:

- i) Turnover of the parent/ ultimate parent/ holding company should be in line with Para 1.0 above.
- ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with Para 2.0 above.
- iii) Corporate Guarantee (as per Proforma-8) on parent / ultimate parent/ holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them.
- iv) Document of subsidiary company being 100% owned subsidiary of the parent/ultimate parent/holding company.

OTHER NOTES TO BIDDERS:

- 1.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% (for indigenous bidder) will be applicable as per Govt. Policy in vogue.
- 2.0 Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 1 month prior to stipulated Delivery date. 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.
- 3.0 OIL's Reference No. PR = 1422575.
- 4.0 The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment/ dispatch or 12 months from the date of receipt of the items, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.
- 5.0 Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.
- 6.0 Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (1H) of Income Tax Act,1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and

d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of Income tax Act, 1961.

A. TECHNICAL CHECKLIST

SI. No	DESCRIPTIONS	REMARKS
1	Whether detailed engineering drawings of silos are enclosed?	YES / NO
2	Whether drawing of aeration pad & nozzle enclosed?	YES / NO
3	Whether deviations (if any) from tender specification are highlighted?	YES / NO
4	Whether the overall dimensions of silo after skidding in horizontal position is within 9.0M long x 3.0M wide x 3.0M height?	YES / NO
5	Whether the Material of Construction is High Strength tested steel plate 10 mm thick for shell, 12 mm thick for top dished end & conical bottom?	YES / NO
6	Whether the horizontal skid is made using rolled steel beam of designation ISHB250?	YES / NO
7	Whether the vertical skid is made using XXS round pipe?	YES / NO
8	Whether individual silos will be hydraulically tested & test certificate will be submitted along with the supply?	YES / NO
9	Whether the list of recommended spares for 2 years operation enclosed?	YES / NO

B. COMMERCIAL CHECKLIST:

SI		COMPL
No.	REQUIREMENT	IANCE
		Voc. /
1.0	Whather gueted as manufacturer?	Yes /
1.0	Whether quoted as manufacturer?	No
		Yes /
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	No
	If quoted as OEM Dealer / Supply House.	Yes /
	(a) Whether submitted valid and proper authorization letter from	No
	manufacturer confirming that bidder is their authorized Dealer /	
2.1	supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty/Guarantee	Yes /
2.2	certificate submitted?	No
	Whather all decuments have been submitted as required for	Yes /
2.2	Whether all documents have been submitted as required for	No
2.3	fulfilling Experience criteria clause of BRC-Technical.	INO
2.3.	Name and details of the E&P companies/Drilling	

1	Contractors/Drilling service providers to whom the bidder has successfully executed orders / contracts for atleast 50% of the tendered quantity as per Experience criteria clause of BRC-Technical.	
2.3.	Whether submitted the profile and other documents of the E&P companies/Drilling Contractors/Drilling service providers for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)	Yes / No
3.0	Name of Manufacturer.	
4.0	Place of Despatch.	
5.0	Local content amount and percentage. Details of locations at which the local value addition is made.	
6.0	Whether you are quoting under PP-LC or MSME policy.	
7.0	Name, Address, Phone No & E-mail id of Bidder.	
7.1	Bank details of Bidder.	

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PROFORMA - 6

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

Ref: Clause No. B - Financial Criteria of the BEC

Tender No.:	
	the authorized signatory(s) of m name with address) do hereby solemnly
	Statements for the financial year y be) has actually not been audited as on the
Place :	
Date :	Signature of the authorized signatory

Note: This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

PROFORMA - 7

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRA	ACTISING CHARTARD ACCO	INTANTS' FIRM ON THEIR
LETTER HEAD	No Figure 21 Million And 2000	Sittinuted Filter on Them
	TO WHOM IT MAY CONCE	<u>RN</u>
financial statements bidder) for the	ne following financial positions of M/slast three (3) compl (as the case may be) are co	(Name of the eted accounting years
YEAR	TURN OVER	NET WORTH
	In INR (Rs.) Crores/ US \$ Million) *	In INR (Rs.) Crores / US \$ Million) *

*Rate of conversion (if used any): USD 1.00 = INR

lace:	
pate:	
eal	
lembership No:	
egistration Code:	
ignature	

NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.

PROFORMA - 8

PARENT/ ULTIM ATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD) DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s
WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No
Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:
1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR Cr or USD during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/accounting year.

- 5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
- 6. The Guarantor represents that:
- (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
- (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
- (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
- (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of	for and on behalf of
(Parent/Ultimate Parent/Holding Company) (Delete whichever not applicable)	(Bidder)
Witness:	
1.	
2.	Witness:
	1.
	2.
