

Bid Document

Bid Details	
Bid End Date/Time	30-03-2022 11:00:00
Bid Opening Date/Time	30-03-2022 11:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (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	11
Item Category	13 5/8 INCH X 15, 000 PSI WP BOP TEST STUMP 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)	No
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
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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 :HDFCINBBAL (Gmfa)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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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 QUANTITY.

13 5/8 INCH X 15, 000 PSI WP BOP TEST STUMP WITH ACCESSORIES (11 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	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	11	150

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	SCOPE View	SCOPE	13 5/8 INCH X 15, 000 PSI WP BOP TEST STUMP WITH ACCESSORIES(11)

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. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the

contract at the contracted rates. Bidders are bound to accept the orders accordingly.

4. **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.

5. **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

6. **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."

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---

**TECHNICAL EVALUATION MATRIX
(TO BE FILLED IN BY BIDDER DULY SIGNED)**

TECHNICAL SPECIFICATIONS

Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation / Not Applicable)	TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
Item No-1	<p>13.5/8 INCH X 15,000 PSI WP BOP TEST STUMP WITH ACCESSORIES. Quantity: 1 Nos.</p> <p>A) SPECIFICATIONS FOR 13.5/8 INCH X 15,000 PSI BOP TEST STUMP:</p> <p>Test Stump assembly, 13.5/8-inch x 15,000 psi WP, BX-159 flanged by butt-weld bottom (onto 2-inch thick steel plate) with 4.1/2 inch IF box thread complete with side and bottom ports, 15,000 psi bleed valve etc. The test stump should consist of following minimum features:</p> <ul style="list-style-type: none"> i. Base plate with four numbers of holes of 2-inch diameter each at the four corners for anchoring the plate. ii. Test ports and Drain ports at convenient locations for easy testing. iii. Removable Test mandrel retaining threads (4.1/2" 		

	<p>IF box threaded).</p> <p>iv. 5" OD pipe mandrel of minimum 2.5 meters in length with 4.1/2 inch IF Pin Threads.</p> <p>v. Lifting taps / Lifting lugs for easy handling.</p> <p>vi. SS 316 overlaid ring groves duly blasted and painted.</p> <p>The following flanges and accessories should also be supplied with the above mentioned BOP Test Stump assembly:</p> <p>(A)(i) Double studded adapter flange 13-5/8"-15M X 13-5/8"-5M, API 6A, PSL-3, Material Class DD, Temp Class P-U, complete with studs, nuts and ring joint gaskets.</p> <p>(QUANTITY: ONE NUMBER WITH EACH BOP TEST STUMP ASSEMBLY)</p> <p>(A)(ii) Double studded adapter flange 13-5/8"-15M X 13-5/8"-10M, API 6A, PSL-3, Material Class DD, Temp Class P-U, complete with studs, nuts and ring joint gaskets.</p> <p>(QUANTITY: ONE NUMBER WITH EACH BOP TEST STUMP ASSEMBLY)</p> <p>(A)(iii) Double studded adapter flange 13-5/8"-15M X 20.3/4"-3M, API 6A, PSL-3, Material Class DD, Temp Class P-U, complete with studs, nuts and ring joint gaskets.</p> <p>(QUANTITY: ONE NUMBER WITH EACH BOP TEST STUMP ASSEMBLY)</p>		
	SPECIAL NOTES TO BIDDERS		
1	<p>The BOP Test Stumps, Double Studded Adapter Flanges and Blind Flanges shall be brand new, unused & of prime quality. Bidder 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 API specification standard. This clause shall be valid for 18 months from date of shipment 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 expenses. Bidders must confirm the same in their quotations.</p>		
2	<p>BOP Test Stumps shall be Manufactured, tested (up to 22500 psi), Inspected, Marked and Certified as per API Specification 6A or 16A. Bidders need to confirm the same in their quotations.</p>		

3	Double Studded Adapter Flanges and Blind Flanges shall be Manufactured, Tested, Inspected, Marked and Certified as per API Specification 6A. Bidders need to confirm the same in their quotations. Bidders need to forward copies of valid API Specification certificates 6A & 16A along with their quotation.		
4	Marking shall be done as per API specification 6A or 16A i.e. BOP Test Stumps, Double Studded Adapter Flanges and Blind Flanges shall be die stamped with the manufacturer's name or identification mark, the API monogram and the month and year of manufacture. Bidders need to confirm the same while quoting.		
5	BOP Testing Stumps shall be supplied with lifting taps or lifting lugs for easy handling.		
6	BOP Testing Stumps shall be supplied with Base Plates, Test & Drain port (with bleed valve) and Removable Test mandrel retaining threads.		
7	'OIL' logo / mark and purchase order number shall be die stamped or paint stenciled on the items. Bidders shall confirm compliance to the same while quoting.		
8	The quotation must accompany relevant catalogue, literature, drawing illustrating all components with part name & part number etc.		
9	Materials must be despatched within (05) 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.		
	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.		
2	The Bidder should indicate the name of the manufacturer, the country of origin, port of dispatch of the materials and their best delivery schedule.		
3	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.		
4	Bidder to sign and submit completely filled up Technical		

	Evaluation Matrix for Bid evaluation criteria and Technical specification.		
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ANNEXURE - II

	BID EVALUATION CRITERIA (BEC):		
	TECHNICAL:	Bidders Remarks Complied /Not Complied /Deviation	Relevant Location of the document in their Bid to support the remarks /compliance
	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.		
1.	The Items shall be manufactured & tested as per relevant API norms as specified in the Tender (IF APPLICABLE). Bidder must confirm.		
2.	Experience:		
A	MANUFACTURERS EXPERIENCE: IN CASE THE BIDDER IS THE MANUFACTURER If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidences as per below along with the technical bid:		
i.	They must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant API certification (as per latest editions of API Spec16A and API Spec 6A) as on the original bid closing date of the tender. Copies of API Spec 16A and API Spec 6A certificates (having API authorization(s) for each of the item(s)		

	<p>mentioned in the tender) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid. Bids without copies of valid relevant API certificates or with break(s) in between will be rejected.</p> <p>Note: The above clause will be applicable only for those item(s) manufactured under API certifications, as specified in the tender.</p>		
ii.	<p>The bidder should have manufactured and supplied minimum 50% quantity (to be rounded to next higher whole figure) of each type of tendered items, of same or higher capacity and same or higher sizes, to any E&P companies/Drilling Contractors/Drilling service providers during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house). Documentary evidence in respect of manufacturing and supplying the above mentioned items should be submitted with the technical bid, in the form of copies of relevant signed and sealed Purchase Orders (PO date should be within the last 05 years) along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:</p> <p>I. Signed and sealed Satisfactory supply / completion / installation report (in original on user's letter head) (OR) II. Bill of Lading (OR) III. Consignee delivery receipt / challan (OR) IV. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat. V. Commercial Invoice/ Payment Invoice</p>		
B	<p>IN CASE THE BIDDER IS NOT A MANUFACTURER:</p> <p>If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:</p>		
I.	<p>Authorization certificate from the manufacturer (in original on manufacturer's letter head) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.</p>		
II.	<p>Undertaking from the manufacturer (in original on manufacturer's letter head) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.</p>		

III.	Warranty backup from the manufacturer in original on manufacturer's letter head against the quality of the tendered item(s) as specified in the tender.		
IV.	Documentary evidence in respect of manufacturer's experience in manufacturing under relevant API certification (if applicable) as specified under para 2.A.(i) from the concerned manufacturer.		
V.	Documentary evidence in respect of manufacturer's supply experience as specified under para 2.A.(ii) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).		
VI.	Documentary evidence in respect of bidder's own supply experience of supplying minimum 25% quantity (to be rounded to next higher whole figure) of each type of tendered items, of same or higher capacity and same or higher sizes, during last 5 (five) years as on original bid closing date of the tender as specified in the para 2.A.(ii).		
3	<p>If the bidder is a manufacturer and has supplied minimum 25% quantity (to be rounded to next higher whole figure) of any or all of the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the bidder need not satisfy Clause 2.A. ii for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below.</p> <p>i) If the bidder (manufacturer) has supplied minimum 25% quantity (to be rounded to next higher whole figure) of all of the tendered items then they shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by them for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid.</p> <p>ii) If the bidder (manufacturer) has supplied minimum 25% quantity (to be rounded to next higher whole figure) of only a few types of the tendered items then they shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by them for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by them to OIL, the bidder (manufacturer) has to submit supply experience as per clause 2.(A).(ii) above.</p>		
4	If the bidder is sole selling agent / distributor / dealer / supply house of any manufacturer and has submitted bid		

	<p>of the manufacturer who has supplied minimum 25% quantity (to be rounded to next higher whole figure) of any or all of the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the manufacturer need not satisfy Clause 2.A. ii for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below.</p> <p>i) If the manufacturer has supplied minimum 25% quantity (to be rounded to next higher whole figure) of all of the tendered items then the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by that manufacturer for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, such bidder must meet Clause No. 2. (B). (VI) above.</p> <p>ii) If the manufacturer has supplied minimum 25% quantity (to be rounded to next higher whole figure) of only a few types of the tendered items then the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by that manufacturer for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by the manufacturer to OIL, the bidder has to submit supply experience of the manufacturer as per clause 2. (B). (V) above. However, such bidder must meet Clause No. 2.(B).(VI) above.</p>		
5	The 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.		
6	Additional Document:		
6.1	<p>In case, for supplementing manufacturer's supply experience criteria (2.A.ii), the manufacturer submits Purchase Order(s) and relevant documents which is through their sole selling agent/distributor/dealer/supply house, then following additional documents are also to be submitted:</p> <p>a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of</p>		

	<p>satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).</p> <p>i) Bill of Lading (OR) ii) Commercial Invoice / Payment of Invoice of the OEM (OR) iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.</p>		
6.2	<p>In case, for supplementing the supply experience criteria for both itself and the manufacturer (2. B. V & 2.B.VI), the sole selling agent / distributor / dealer / supply house of the manufacturer submits same set of signed Purchase Order(s) and relevant documents, then following additional documents are also to be submitted:</p> <p>a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).</p> <p>i) Bill of Lading (OR) ii) Commercial Invoice / Payment of Invoice of the OEM (OR) iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.</p>		
	B). BRC -FINANCIAL:		
	<p>1.0 Annual Turnover - The bidder shall have annual financial turnover of minimum INR 150.50 Lakhs during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.</p> <p>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.</p> <p>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</p>		

	<p>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'.</p> <p>Note:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-</p> <p>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</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>b) In case the bidder is a 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.</p> <p>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\$.</p> <p>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</p>		
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	<p>company, then following documents need to be submitted:</p> <ul style="list-style-type: none"> 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. 		
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SPECIAL 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 = 1422728.

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

N/A

B. COMMERCIAL CHECKLIST:

<u>Sl No.</u>	REQUIREMENT	COMPLIANCE
1.0	Whether quoted as manufacturer?	Yes / No
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	Yes / No
2.1	If quoted as OEM Dealer / Supply House. (a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	Yes / No
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
2.3	Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.	Yes / No
2.3.1	Name and details of the E&P companies/Drilling 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.	
2.3.2	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.	

.....

PROFORMA – 6

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

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

Tender No.: _____

I the authorized signatory(s) of
..... (Company or firm name with address) do hereby solemnly
affirm and declare as under:-

The balance sheet/Financial Statements for the financial year
_____ (as the case may be) has actually not been audited as on the
Original Bid closing Date.

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 PRACTISING **CHARTARD ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the bidder) for the last three (3) completed accounting years upto..... **(as the case may be)** are correct

YEAR	TURN OVER In INR (Rs.) Crores/ US \$ Million) *	NET WORTH In INR (Rs.) Crores / US \$ Million) *

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

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/ ULTIMATE 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(mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office atherein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

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