

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	17-08-2022 11:00:00
<b>Bid Opening Date/Time</b>	17-08-2022 11:30:00
<b>Bid Offer Validity (From End Date)</b>	30 (Days)
<b>Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name</b>	Oil India Limited
<b>Organisation Name</b>	Oil India Limited
<b>Office Name</b>	Oil India Limited
<b>Total Quantity</b>	3
<b>Item Category</b>	BOP WITH ACCESSORIES, 10000 PSIG, Standard API6A (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	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) *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
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>30</b> 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)
<b>Evaluation Method</b>	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:

GM-FA

Oil India Limited, Duliajan Assam - 786602 Ph: 0374 2808705 (Direct). Details of Beneficiary : OIL INDIA LIMITED  
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 NOTE: THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS: a. (i)"MT 760 /MT760COV 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 - HDFCINBBAL. BRANCHADDRESS: HDFC BANK LIMITED, DULIAJAN BRANCH, UTOPIA COMPLEX, BOC GATE, JAYANAGAR, DULIAJAN, DIBRUGARH, PIN - 786602." b. THE SUPPLIERSHALL SUBMIT TO OIL THE COPY OF SFMS MESSAGE AS SENT BY THE ISSUING BANK BRANCH ALONG WITH THE ORIGINAL BANK GUARANTEE. Contact person: Tushar Ranjan Dutta, Manager Materials, Ph: 03742808705.  
(Gm-fa)

#### Splitting

Bid splitting not applied.

#### MII Purchase Preference

MII Purchase Preference	No
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#### Details of the Competent Authority for MII

Name of Competent Authority	Rupak Kalita(Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
Designation of Competent Authority	GM(C&P),Corporate Office (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
Office / Department / Division of Competent Authority	OIL, C&P (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
CA Approval Number	OIL 62/C&P/267/2020 (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
Competent Authority Approval Date	20-07-2022
Brief Description of the Approval Granted by Competent Authority	Oil India Limited has adopted Purchase Preference policy linked with Local Content issued by MOPNG vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and the original policy was approved by the Cabinet. This policy is applicable for tender value more than Rs. 1.0 Crore to treat the local supplier as Class I, Class II and Non Local Supplier and to extend the benefit of purchase preference accordingly as per policy.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

#### MSE Purchase Preference

MSE Purchase Preference	Yes
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1. 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.

### **BOP WITH ACCESSORIES, 10000 PSIG, Standard API6A ( 3 pieces )**

Brand Type	Unbranded
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#### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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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	3	180

#### **Buyer added Bid Specific Additional Scope of Work**

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Tender document-1423012 <a href="#">View</a>	Tender document-1423012	BOP WITH ACCESSORIES, 10000 PSIG, Standard API6A(3)

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**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

## 3. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 5. **Warranty**

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 6. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

## 7. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## 8. **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 : 12%

Notification No.and date : 8/2022 dated 13/07/2022

## 9. **Generic**

Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 120 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from 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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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 – AA**

Ref: PR No. 1423012

Sl.	TECHNICAL SPECIFICATIONS
10	<p><b><u>SUPPLY OF BOP WITH ACCESSORIES, 10000 PSIG, Standard API6A</u></b> <b><u>Quantity: 03 Nos.</u></b></p> <p><b>TECHNICAL SPECIFICATION:</b></p> <p>BOP WITH ACCESSORIES, 10000 PSIG, Standard API6A</p> <p>Wireline BOP Assembly (10,000 Psig rating) with accessories for both 0.092" and 0.108" slickline Operation comprising the followings:</p> <p>A. <b><u>BOP Specification and features:</u></b></p> <ul style="list-style-type: none"><li>a) I.D of BOP : 3 INCH</li><li>b) WORKING PRESSURE : 10000 PSI</li><li>c) TEST PRESSURE : 15000 PSI</li><li>d) <b>End Connections: ELMER TYPE 4.75, Seal bore 3.750, 10,000 PSI</b> <b>Quick union BOX UP-4 ¾"- 4 ACME- DL, seal bore: 3.750</b> <b>Quick union PIN to seal bore 3.750 with Wing Nut 4 ¾"-4ACME-DL</b></li><li>e) MAXIMUM LENGTH OF BOP : APPROX 2 FEET</li><li>f) MAXIMUM WEIGHT OF BOP : 100 KG</li><li>g) RAM TO PACK OFF 0.092 INCH - 0.108 INCH PIANO WIRE.</li><li>h) THE BOP SHOULD BE EQUIPPED WITH EQUALIZER VALVE AND 12.7 MM (1/2 INCH) NPT BLEED PORT &amp; VALVES ABOVE AND BELOW THE RAM.</li><li>i) THE BOP BODY SHALL BE OF SINGLE PIECE, FORGED ALLOY STEEL. THE BOP SHALL BE SUPPLIED WITH NITRILE ELASTOMERS FOR ALL SEALING ELEMENTS APART FROM THE RAM SEALING ELEMENTS WHICH SHALL BE OF SUPERIOR GRADE ELASTOMER E.G. FLUOROCARBON (FKM) OR EQUIVALENT. THE ITEM SHALL BE DESIGNED TO MEET THE FOLLOWING MINIMUM REQUIREMENTS OF API 6A STANDARD:<ul style="list-style-type: none"><li>PRESSURE RATING (BODY ONLY): 10000 PSI WP</li><li>SERVICE TEMPERATURE CLASS: U</li><li>PRODUCT SPECIFICATION LEVEL: PSL-3</li><li>PERFORMANCE RATING: PR-1.</li><li>MATERIAL CLASS: DD</li></ul></li></ul> <p>B. <b><u>Specification of Hydraulic Pump:</u></b></p> <p>PORTABLE MANUALLY OPERATED LIGHT WEIGHT HAND PUMP, 10000 PSI WORKING PRESSURE WITH HANDLE FOR ACTUATING BOP. THE PUMP SHALL HAVE THE FOLLOWING FEATURE:</p> <ul style="list-style-type: none"><li>a) PUMP TYPE- SELF-CONTAINED WITH RESERVOIR CAPACITY SHALL BE SUFFICIENT TO CATER THE REQUIREMENT FOR ACTUATION OF BOP &amp; CAPACITY OF HOSE AND BOP HYDRAULIC RAMS.</li><li>b) INTERNAL PRESSURE RELIEF SYSTEM FOR OVERLOAD PROTECTION.</li><li>c) OIL PORT THREAD- 3/8"NPT</li><li>d) WEIGHT- WITHIN 20KG APPROX.</li><li>e) HOSE: 5 METER EACH (03 SETS), TOTAL LENGTH: 15 METERS</li><li>f) HOSE CONNECTORS OF HOSES, TYPE: JIC 37 DEGREE MALE WITH SWIVEL NUT x JIC MALE.</li></ul>

	<p>g) THE PUMP SHALL BE FITTED ON A SUITABLE BASE FRAME.</p> <p>h) PRESSURE GAUGE: THE DISCHARGE END SHALL BE SUPPLIED WITH A LIQUID FILLED, 2" DIAL PRESSURE GAUGE OF RANGES FROM 0-TO 10000 PSI.</p> <p>i) EXTERNAL PRESSURE RELIEF VALVE FOR RELEASING SYSTEM WORKING PRESSURE</p> <p>j) HYDRAULIC OIL: SERVO SYSTEM 46/56 OR EQUIVALENT.</p> <p>C. The following operational spares shall be supplied along with the equipment</p> <p>I. Seal kit for BOP = One (01) sets</p> <p>II. BOP Inner Seal = Two (02) sets each for 0.092" &amp; 0.108" slick line</p> <p>III. 'O' ring for quick union = three (03) sets</p> <p>IV. Back up ring for quick union = three (03) sets</p> <p>V. Repair Kit for Hydraulic Hand pump = two (02) nos.</p> <p>VI. 'C' Wrench for riser = 2 nos.</p>
20	<p><b>NOTE FOR BIDDERS:</b></p> <p>1) The items shall be brand new, unused and prime quality. Bidder shall warrant (In the event of order) that the product supplied will be free from all defects &amp; fault in material, workmanship and manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from the date of dispatch/shipment or 12 months from the date of commissioning of the items. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. Bidders must confirm the same while quoting.</p> <p>2) Bidder shall provide brochures and technical literature for the equipment along with the offers for technical evaluation. The literature shall contain engineering drawing (with all dimensions) of the item for technical evaluation.</p> <p>3) In the event of order, operation and maintenance manual shall be provided along with the materials. Bidder to confirm the same in the technical Bid.</p> <p>4) In the event of order, bidder shall provide material &amp; Hydraulic test certificates along with supply of equipment. Bidders must confirm the same while quoting.</p> <p>5) Bidder shall provide the list of spares along with the part nos (if any) and price details for carrying out trouble free operation and maintenance of the unit along with the offer. <b>Cost of these spares will not be considered for price evaluation.</b> However, procurement of these spares shall be at OIL's discretion.</p> <p>6) The bidder shall confirm that the supplied items conform to the API specs 6A and National Association of Corrosion Engineers (NACE) Standard MR 0175 -2003.</p> <p>7) The Bidder shall submit Technical &amp; Tender notes Compliance Check List along with technical bid as per attached Annexure-I.</p> <p><b>8) A) Third Party Inspection:</b></p> <p>a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall</p>

be borne by OIL. **BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER.** However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.

b) Bidder shall clearly indicate in the Technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.

c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/ manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.

d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.

e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.

f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.

g) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.

h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.

i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.

j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to Purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.

k) Third party inspection of items will be carried out by any of the TPI agencies indicated below. The details of Third party inspection agency shall be provided after placement of Purchase order:

i) M/s Lloyds.

ii) M/s Bureau Veritas

iii) M/s RITES

iv) M/s I.R.S



	<p>v) M/s Tuboscope Vetco (To be considered after opening of office in India).</p> <p>vi) M/s DNV-GL</p> <p><b>B) Scope of Third Party Inspection :</b></p> <p>Appointment of TPIA will be under OIL's scope. Inspection Agency will be appointed by OIL to carry out inspection of the Equipment as per approved Drawings, QAP, Scope as per API-6A &amp; Conditions of the purchase order from any one of the OIL approved 3rd party agencies. The extensive scope of works for the Third Party Inspection Agency will be as follows.</p> <p>a) Inspection &amp; certification of raw materials used for manufacture.</p> <p>b) Inspection &amp; certification of dimensions.</p> <p>b) Inspection &amp; certification of radiography, if any.</p> <p>c) Review Hydraulic testing report of each BOP.</p> <p>f) Inspection of bought-out items &amp; Elastomers.</p> <p>h) Inspection of Marking / Embossing on the items.</p> <p>The above scope inspection is for general guideline only. If third party desire to carry out any additional inspection as per the scope of API Specification &amp; other standards, it shall be included during appointment of TPIA.</p> <p>9) In the event of an order, the supplier shall emboss/mark the following on the body of the BOP.</p> <p>a) Manufacturer's name</p> <p>b) Pressure rating &amp; Standard.</p> <p>c) OIL#s Purchase Order No.</p> <p>d) Serial No. of item</p> <p>e) Date of manufacture.</p>
<b>30</b>	<p><b>SPECIAL NOTE FOR BIDDERS:</b></p> <p>1.0 Bidders shall submit their offer mentioning pointwise compliance/noncompliance to all the terms &amp; conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms &amp; conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.</p> <p>2.0 The Bidder to submit following Technical Evaluation Sheet &amp; Appendices along with technical bid -</p> <p>Annexure -A: Bid Evaluation Matrix (Bid Rejection Criteria)</p> <p>Appendix – B: Commercial Checklist</p> <p>Annexure-2: Technical Checksheet</p> <p>Annexure-3: Bill of Materials</p> <p>3.0 OIL shall be entering into an Integrity Pact, <b>if applicable</b> with the bidders as per format enclosed vide <b>PROFORMA - 4</b> 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 have been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL's Independent External Monitors at present are as under:</p>

Shri Sutanu Behuria, IAS (Retd.),  
e-mail ID : *sutanu2911@gmail.com*

Shri Om Prakash Singh, IPS (Retd.),  
Former DGP, Uttar Pradesh  
e-mail: *Ops2020@rediffmail.com*

Shri Rudhra Gangadharan, IAS (Retd.),  
Ex-Secretary, Ministry of Agriculture  
e-mail id : *rudhra.gangadharan@gmail.com*

**4.0 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 ENTERPRISE.**

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

**i. Udyam Registration Number with Udyam Registration Certificate.**

**Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman 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.**

**5.0 TAX COLLECTIBLE AT SOURCE (TCS):**

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 (IH) 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 ..... (As applicable) 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 (I H) of Income tax Act, 1961.

	<p>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 tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.</p>
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**BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)**

The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications, and terms & conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the technical bid.

**A) TECHNICAL: Bidder must meet the following criteria failing which the bid shall be rejected:**

**1.0 Qualification Criteria :**

- i) The bidder shall be an Original Equipment Manufacturer of the tendered item(s), or shall be an authorised agent / dealer / distributor/supply house of an Original Equipment Manufacturer of the tendered item(s) having valid authorization letter/dealership certificate with warranty/guarantee back up from the principal (OEM). Copy of authorization letter/ dealership certificate with warranty/guarantee back up from the principal (OEM) shall be submitted along with the technical bid.
- ii) The Original Equipment Manufacturer of the tendered item(s) shall be holding relevant API certificate(s) with continuous validity for 5 years preceding original bid closing date of the tender, and copy of relevant API certificate(s) shall be submitted along with the technical bid.

**2.0 Experience Criteria**

- i) In case the bidder is an Original Equipment Manufacturer of the tendered item(s),
  - (a) The bidder shall have experience of successful execution of past supply for minimum 50% quantity (to be rounded off to next higher integer) of each tender item of same or higher size & rating (class, WP, PSL, PR etc) as specified in the tender, against purchase order / contract awarded in last 5 years preceding the original bid closing date of the tender, to any Oil & Gas Industry or service provider to an E&P company, either by themselves or through their agent/dealer/distributor/stockiest/supply house.
- ii) In case the bidder is an authorized agent /dealer /distributor /supply house,
  - (a) The OEM (principal) shall fulfill the experience criteria mentioned in clause 2(i)(a) mentioned above.
  - (b) Additionally, the bidder himself shall have experience of successful execution of past supply for minimum 50% quantity (to be rounded off to next higher integer) of each tendered item of same or higher size & rating (class, WP, PSL, PR etc.) as specified in the tender, against purchase order / contract awarded in last 5 years preceding the original bid closing date of the tender, to any Oil & Gas Industry or service provider to an E&P company, provided either from the same OEM (principal) or from any other OEM.
- iii) The bidder shall submit documents in support of their previous supply experience and of the principal (OEM), as applicable under clause Nos. 2(i)(a), 2(ii)(a) & 2(ii)(b) mentioned above as follows:

- (a) Copy(ies) of Purchase Order(s)/Contract document(s), **and**
- (b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) -
  - Completion report/performance certificate from the clients,
  - Bill of lading,
  - Delivery challan/Invoice etc.
  - Any other documentary evidence that can substantiate the successful execution of each of the Purchase Order(s)/contract(s) cited above.

3.0 The bidder should categorically confirm in their technical bid that the tendered items will be supplied within 6 months from the placement of formal P.O, failing which the offer will be rejected.

**B) Financial Criteria:**

1.0 **Annual Turnover:** The bidder shall have an annual financial turnover from operations of minimum **INR 25,80,862.00** during any of the preceding 03 (three) financial years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not.

[Annual financial turnover of the bidder from operation shall mean Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91 ).]

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.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]

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 financial year **2021-22** has actually not been audited so far'.

**Note:**

- a) For proof of 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 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.
- 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 submit 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 authorized 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.

## Annexure – I

<b>TECHNICAL EVALUATION MATRIX FOR TECHNICAL SPECIFICATION</b> <b>(TO BE FILLED IN BY BIDDER DULY SIGNED)</b>				
ITEM SPECIFICATION				
Clause No.	DESCRIPTION	BIDDER'S RESPONSE		
		(Complied / Not Complied / Confirmed/ Not Confirmed/ Deviation / Not Applicable)	Bidder's offer (Specification/ parameter etc.)	Reference of Document name / Serial no / Page no etc of their bid for documentary evidence to support the offer / compliance
10	<b><u>SUPPLY OF SRP BOP WITH ACCESSORIES, 10000 PSIG, Standard API6A</u></b> <b><u>Quantity: 03 Nos.</u></b>  <b>TECHNICAL SPECIFICATION:</b>  BOP WITH ACCESSORIES, 10000 PSIG, Standard API6A  Wireline BOP Assembly (10,000 Psig rating) with accessories for both 0.092" and 0.108" slickline Operation comprising the followings:			
	A. <b><u>BOP Specification and features:</u></b> a) I.D of BOP : 3 INCH b) WORKING PRESSURE : 10000 PSI c) TEST PRESSURE : 15000 PSI			

	<p><b>d) End Connections: ELMER TYPE 4.75, Seal bore 3.750, 10,000 PSI</b>  <b>Quick union BOX UP-4 ¾"- 4 ACME- DL, seal bore: 3.750</b>  <b>Quick union PIN to seal bore 3.750 with Wing Nut 4 ¾"-4ACME-DL</b></p> <p>e) MAXIMUM LENGTH OF BOP : APPROX 2 FEET</p> <p>f) MAXIMUM WEIGHT OF BOP : 100 KG</p> <p>g) RAM TO PACK OFF 0.092 INCH - 0.108 INCH PIANO WIRE.</p> <p>h) THE BOP SHOULD BE EQUIPPED WITH EQUALIZER VALVE AND 12.7 MM (1/2 INCH) NPT BLEED PORT &amp; VALVES ABOVE AND BELOW THE RAM.</p> <p>i) THE BOP BODY SHALL BE OF SINGLE PIECE, FORGED ALLOY STEEL. THE BOP SHALL BE SUPPLIED WITH NITRILE ELASTOMERS FOR ALL SEALING ELEMENTS APART FROM THE RAM SEALING ELEMENTS WHICH SHALL BE OF SUPERIOR GRADE ELASTOMER E.G. FLUOROCARBON (FKM) OR EQUIVALENT. THE ITEM SHALL BE DESIGNED TO MEET THE FOLLOWING MINIMUM REQUIREMENTS OF API 6A STANDARD:  PRESSURE RATING (BODY ONLY): 10000 PSI WP  SERVICE TEMPERATURE CLASS: U  PRODUCT SPECIFICATION LEVEL: PSL-3  PERFORMANCE RATING: PR-1.  MATERIAL CLASS: DD</p>			
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	<p><b>B. <u>Specification of Hydraulic Pump:</u></b></p> <p>PORTABLE MANUALLY OPERATED LIGHT WEIGHT HAND PUMP, 5000 PSI WORKING PRESSURE WITH HANDLE FOR ACTUATING BOP. THE PUMP SHALL HAVE THE FOLLOWING FEATURE:</p> <ul style="list-style-type: none"> <li>a) PUMP TYPE- SELF-CONTAINED WITH RESERVOIR CAPACITY SHALL BE SUFFICIENT TO CATER THE REQUIREMENT FOR ACTUATION OF BOP &amp; CAPACITY OF HOSE AND BOP HYDRAULIC RAMS.</li> <li>b) INTERNAL PRESSURE RELIEF SYSTEM FOR OVERLOAD PROTECTION.</li> <li>c) OIL PORT THREAD- 3/8"NPT</li> <li>d) WEIGHT- WITHIN 20KG APPROX.</li> <li>e) HOSE: 5 METER EACH (03 SETS), TOTAL LENGTH: 15 METERS</li> <li>f) HOSE CONNECTORS OF HOSES, TYPE: JIC 37 DEGREE MALE WITH SWIVEL NUT x JIC MALE.</li> <li>g) THE PUMP SHALL BE FITTED ON A SUITABLE BASE FRAME.</li> <li>h) PRESSURE GAUGE: THE DISCHARGE END SHALL BE SUPPLIED WITH A LIQUID FILLED, 2" DIAL PRESSURE GAUGE OF RANGES FROM 0-TO 5000 PSI.</li> <li>i) EXTERNAL PRESSURE RELIEF VALVE FOR RELEASING SYSTEM WORKING PRESSURE</li> <li>j) HYDRAULIC OIL: SERVO SYSTEM 46/56 OR EQUIVALENT.</li> </ul>			
	<p><b>C. The following operational spares shall be supplied along with the equipment</b></p>			

	<p>I. Seal kit for BOP = One (01) sets</p> <p>II. BOP Inner Seal = Two (02) sets each for 0.092" &amp; 0.108" slick line</p> <p>III. 'O' ring for quick union = three (03) sets</p> <p>IV. Back up ring for quick union = three (03) sets</p> <p>V. Repair Kit for Hydraulic Hand pump = two (02) nos.</p> <p>VI. 'C' Wrench for riser = 2 nos.</p>			
<b>20</b>	<b>NOTE FOR BIDDERS:</b>			
	1) The items shall be brand new, unused and prime quality. Bidder shall warrant (In the event of order) that the product supplied will be free from all defects & fault in material, workmanship and manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from the date of dispatch/shipment or 12 months from the date of commissioning of the items. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. Bidders must confirm the same while quoting.			
	2) Bidder shall provide brochures and technical literature for the equipment along with the offers for technical evaluation. The literature shall contain engineering drawing (with all dimensions) of the item for technical evaluation.			
	3) In the event of order, operation and maintenance manual shall be provided along with the materials. Bidder to confirm the same in the technical Bid.			

	4) In the event of order, bidder shall provide material & Hydraulic test certificates along with supply of equipment. Bidders must confirm the same while quoting.			
	5) Bidder shall provide the list of spares along with the part nos (if any) and price details for carrying out trouble free operation and maintenance of the unit along with the offer. <b>Cost of these spares will not be considered for price evaluation.</b> However, procurement of these spares shall be at OIL's discretion.			
	6) The bidder shall confirm that the supplied items conform to the API specs 6A and National Association of Corrosion Engineers (NACE) Standard MR 0175 -2003.			
	7) The Bidder shall submit Technical & Tender notes Compliance Check List along with technical bid as per attached Annexure-I.			
	<p>8) <b>A) Third Party Inspection:</b></p> <p>a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by OIL. <b>BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER.</b> However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.</p>			

	<p>b) Bidder shall clearly indicate in the Technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.</p> <p>c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/ manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.</p> <p>d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.</p> <p>e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.</p>			
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	<p>f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.</p> <p>g) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.</p> <p>h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.</p> <p>i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.</p> <p>j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to Purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.</p> <p>k) Third party inspection of items will be carried out by any of the TPI agencies indicated below. The details of Third party inspection agency shall be provided after placement of Purchase order:</p> <p>i) M/s Lloyds. ii) M/s Bureau Veritas</p>			
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	<p>iii) M/s RITES  iv) M/s I.R.S  v) M/s Tuboscope Vetco (To be considered after opening of office in India).  vi) M/s DNV-GL</p> <p><b>B) Scope of Third Party Inspection :</b>  Appointment of TPIA will be under OIL's scope. Inspection Agency will be appointed by OIL to carry out inspection of the Equipment as per approved Drawings, QAP, Scope as per API-6A &amp; Conditions of the purchase order from any one of the OIL approved 3rd party agencies. The extensive scope of works for the Third Party Inspection Agency will be as follows.</p> <p>a) Inspection &amp; certification of raw materials used for manufacture.  b) Inspection &amp; certification of dimensions.  b) Inspection &amp; certification of radiography, if any.  c) Review Hydraulic testing report of each BOP.  f) Inspection of bought-out items &amp; Elastomers.  h) Inspection of Marking / Embossing on the items.</p> <p>The above scope inspection is for general guideline only. If third party desire to carry out any additional inspection as per the scope of API Specification &amp; other standards, it shall be included during appointment of TPIA.</p>			
	<p>9. In the event of an order, the supplier shall emboss/mark the following on the body of the BOP.  a) Manufacturer's name  b) Pressure rating&amp; Standard.</p>			

	c) OIL Purchase Order No. d) Serial No. of item e) Date of manufacture.			
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## Annexure-II

<b>TECHNICAL EVALUATION MATRIX FOR BRC</b> <b>(TO BE DULY FILLED IN BY BIDDER AND SIGNED)</b>			
<b>BID EVALUATION CRITERIA</b>			
<b>Clause Number</b>	<b>DESCRIPTION</b>	<b>BIDDER'S RESPONSE</b> <b>(TO BE FILLED BY THE BIDDER)</b>	
		<b>(Complied / Not Complied / Deviation / Not Applicable)</b>	<b>Relevant Location of their Bid to support the remarks / compliance</b> (Reference of Document name / Serial number / Page number of bid for documentary evidence)
A	<b>TECHNICAL CRITERIA:</b>		
1.0	<b>1.0 <u>Qualification Criteria</u> :</b> <p>i) The bidder shall be an Original Equipment Manufacturer of the tendered item(s), or shall be an authorised agent / dealer / distributor/supply house of an Original Equipment Manufacturer of the tendered item(s) having valid authorization letter/dealership certificate with warranty/guarantee back up from the principal (OEM). Copy of authorization letter/dealership certificate with warranty/guarantee back up from the principal (OEM) shall be submitted along with the technical bid.</p> <p>ii) The Original Equipment Manufacturer of the tendered item(s) shall be holding relevant API certificate(s) with continuous validity for 5 years preceding original bid closing date of the tender, and copy of relevant</p>		



	API certificate(s) shall be submitted along with the technical bid.		
2.0	<p>2.0 <b><u>Experience Criteria</u></b></p> <p>i) In case the bidder is an Original Equipment Manufacturer of the tendered item(s),</p> <p>(a) The bidder shall have experience of successful execution of past supply for minimum 50% quantity (to be rounded off to next higher integer) of each tender item of same or higher size &amp; rating (class, WP, PSL, PR etc) as specified in the tender, against purchase order / contract awarded in last 5 years preceding the original bid closing date of the tender, to any Oil &amp; Gas Industry or service provider to an E&amp;P company, either by themselves or through their agent/dealer/distributor/stockiest/supply house.</p> <p>ii) In case the bidder is an authorized agent /dealer /distributor /supply house,</p> <p>(a) The OEM (principal) shall fulfill the experience criteria mentioned in clause 2(i)(a) mentioned above.</p> <p>(b) Additionally, the bidder himself shall have experience of successful execution of past supply for minimum 50% quantity (to be rounded off to next higher integer) of each tendered item of same or higher size &amp; rating (class, WP, PSL, PR etc.)</p>		

	<p>as specified in the tender, against purchase order / contract awarded in last 5 years preceding the original bid closing date of the tender, to any Oil &amp; Gas Industry or service provider to an E&amp;P company, provided either from the same OEM (principal) or from any other OEM.</p> <p>iii) The bidder shall submit documents in support of their previous supply experience and of the principal (OEM), as applicable under clause Nos. 2(i)(a), 2(ii)(a) &amp; 2(ii)(b) mentioned above as follows:</p> <p>(a) Copy(ies) of Purchase Order(s)/Contract document(s), <b>and</b></p> <p>(b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) -</p> <ul style="list-style-type: none"> <li>- Completion report/performance certificate from the clients,</li> <li>- Bill of lading,</li> <li>- Delivery challan/Invoice etc.</li> <li>- Any other documentary evidence that can substantiate the successful execution of each of the Purchase Order(s)/contract(s) cited above</li> </ul>		
3.0	<p>3.0 <b>Delivery:</b> The bidder should categorically confirm in their technical bid that the tendered items will be supplied within 6 months from the placement of formal P.O, failing which the offer will be rejected.</p>		

B	<b>FINANCIAL CRITERIA:</b>		
	<p><b>1.0 Annual Turnover:</b> The bidder shall have an annual financial turnover from operations of minimum <b>INR 25,80,862.00</b> during any of the preceding 03 (three) financial years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not.</p> <p>[Annual financial turnover of the bidder from operation shall mean Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91 ).]</p> <p><b>2.0 "Net Worth"</b> of the bidder must be positive for the financial/accounting year just proceeding to the original Bid Closing Date of the Tender.</p> <p>[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]</p> <p><b>3.0</b> 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</p>		

	<p>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 (<b>ref. Proforma-6</b>) certifying that 'the balance sheet/Financial Statements for the financial year <b>2020-21</b> has actually not been audited so far'.</p> <p><b>Note:</b></p> <p>b) For proof of 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 &amp; Net worth as per format prescribed in <b>Proforma-7</b>.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit &amp; 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><b>4.0</b> In case the Audited Balance Sheet and Profit &amp; 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</p>		
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	<p>on the date of Balance Sheet and Profit &amp; Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.</p> <p><b>5.0</b> 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 submit its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:</p> <ul style="list-style-type: none"> <li>i) Turnover of the parent/ ultimate parent/ holding company should be in line with Para 1.0 above.</li> <li>ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with Para 2.0 above.</li> <li>iii) Corporate Guarantee (as per Proforma-8) on parent / ultimate parent/ holding company's company letter head signed by an authorized 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.</li> <li>iv) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company.</li> </ul>		
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**COMMERCIAL CHECKLIST:**

<b>Sl.</b>	<b>REQUIREMENT</b>	<b>COMPLIANCE</b>
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
3	Name of Manufacturer.	
4	Local content amount and percentage. Details of locations at which the local value addition is made.	
5	Whether you are quoting under PP-LC or MSME policy.	
6	Whether Integrity Pact as per the tender clause has been submitted.	
7	Name, Address, Phone No & E-mail id of Bidder.	



## **PROFORMA – 4**

### **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.** .....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.

**T. R. DUTTA**

.....

**For the Principal**

Place: Duliajan

Date:

.....

**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

**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 CHARTERED 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

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

\*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 at .....herein 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.

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