

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	29-03-2023 11:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	29-03-2023 11:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name/विभाग का नाम</b>	Oil India Limited
<b>Organisation Name/संगठन का नाम</b>	Oil India Limited
<b>Office Name/कार्यालय का नाम</b>	Oil India Limited
<b>Total Quantity/कुल मात्रा</b>	9
<b>Item Category/मद केटेगरी</b>	Title1 , Title2 , Title3 , Title4
<b>BOQ Title/बीओक्यू शीर्षक</b>	Blowout preventor
<b>MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover</b>	No
<b>Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Title1

Bid Details/बिड विवरण	
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<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/मूल्यांकन पद्धति</b>	Item wise evaluation/

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	601700
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	843300
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	1060400
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	963800

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank	HDFC Bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	20

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

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/विभाजन**

Bid splitting not applied.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	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.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Title1	3

Schedule 2	Title2	2
Schedule 3	Title3	2
Schedule 4	Title4	2

### Title1

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

Brand Type/ब्रांड का प्रकार	Unbranded
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### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	3	336

### Title2

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

Brand Type/ब्रांड का प्रकार	Unbranded
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### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	2	336

**Title3**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

Brand Type/ब्रांड का प्रकार	Unbranded
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**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	2	336

**Title4**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier**

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	2	336

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. 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.

##### 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. Scope of Supply

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

##### 4. Inspection

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by

the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**



## TENDER INFORMATION SUMMARY

1	Bid Security and validity	: Applicable.  The Bid Security should be valid for 45 days beyond the bid validity.
2	Performance Guarantee	: Applicable @ 3% of Order value if PO value is more than Rs 5 Lakhs
3	Integrity Pact	: Applicable
4	MSE Purchase Preference	: Applicable
5	PPP-MII Purchase Preference	: Applicable
6	Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	: Not Applicable
7	Restrictions on procurement from a bidder of a country which shares a land border with India	: Applicable
8	Banning Policy	: Applicable
9	Pre despatch inspection	: Not Applicable
10	Third party inspection	: Applicable
11	Installation & Commissioning	: Not Applicable
12	Training	: Not Applicable
13	AMC	: Not Applicable
14	OIL's PR No.	: 1424572, 1424543. Kindly quote this reference number for all correspondence with OIL.

## LIST OF ANNEXURES

	ANNEXURE-I	: Technical Specifications, Scope of Work etc.
	ANNEXURE-II	: Price break up
	ANNEXURE-III	: BEC / BRC
	ANNEXURE-IV	: Technical & Commercial Checklist
	ANNEXURE-V	Special Notes to Bidders
	ANNEXURE-VI	Proformas to be submitted by bidders.

# ANNEXURE-I

## AA) 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><b><u>ITEM-1: 7.1/16 INCHES x 5M DOUBLE RAM TYPE BOP WITH ACCESSORIES, Qty = 3 NUMBERS</u></b></p> <p><b>A. 7.1/16 INCHES x 5M DOUBLE RAM TYPE BOP WITH ACCESSORIES</b></p> <p>Double RAM Type Blow out Preventer (Double Unit) as per the following minimum specifications for each unit:</p> <p><b>A.1</b> Hydraulically operated Double unit Ram type BOP; 7.1/16 inches (179.388 mm) vertical bore; 5,000 psi (351.60 kg/sq.cm) working pressure, flanged top and bottom.</p> <p><b>A.2</b> RX-46 alloy 625 lined ring groove inlay, 7.1/16" (179.388 mm) x 5M (351.60 kg/sq.cm) WP, flanged top &amp; bottom.</p> <p><b>A.3</b> Four numbers, minimum, 2.1/16" (52.388 mm) x 5000 psi (351.60 kg/sq.cm.) W.P. RX-24 alloy 625 lined ring grooved open face flanged side outlets, two each beneath each set of ram in the same plain but in opposite direction and complete with RX-24 alloy 625 lined ring grooved blind flanges. (API Spec 6A-21st Edition, Product specification level - PSL 3, Temperature class - PU and Material Class - EE for H2S service for blind flanges).</p>		

<p><b>A.4</b> The BOP bonnet should be designed such that rams can be replaced easily.</p> <p><b>A.5</b> Designed, manufactured in accordance with the latest API 16A - 4th Edition &amp; 6A - 21st Edition (For flanges) and internal H2S trimmed as per National Association of Corrosion Engineers (NACE) standard MR-01-75 or ISO 15156 of Material Standard for resistance to sulphide stress cracking.</p> <p><b>A.6</b> To be provided with manual lock cylinders complete with all accessories like four hand wheels, four universal joints, four 20 feet long extension rods and hand tools like set of required Allen keys &amp; pair of eye bolts for changing rams, etc.</p> <p><b>A.7</b> The BOP should be dressed with 2.7/8" (73.025 mm) Pipe Ram in top unit &amp; Blind Ram in bottom unit. The combined closing volume of both the rams should not exceed 05 Gallons (19.00 litres).</p> <p><b>A.8</b> The ram packers should be featured with self-feeding mechanism along with a large reserve of elastomer for ensuring a long-lasting seal under all conditions.</p> <p>Note: BOP Manufacturer must use their own RAM elastomers, designed and manufactured in-house (with complete control on the design, manufacturing &amp; compound), verified as per API-16A (4th edition) and should submit certificate of compliance for the RAM elastomers along with the supply. The bidder should categorically confirm compliance of the same in the technical bid.</p> <p>OR</p> <p>Note: BOP Manufacturer must use RAM elastomers, designed and manufactured by third party specialist in accordance with the BOP manufacturer's written specification. The packing elements should be verified as per API-16A (4th edition) and the manufacturer (of the BOP) should submit certificate of compliance for the RAM elastomers along with the supply. The bidder should categorically confirm compliance of the same in the technical bid.</p> <p><b>A.9</b> The BOP should be installed with two (02) numbers of Lifting Shackles.</p> <p><b>A.10</b> Suitable rust preventive coatings are to be applied on the blow out preventer, metal parts and related equipment.</p> <p><b>A.11</b> Equipment shall be designed as per API 16 A (4th edition) to operate within temperature rating for metallic material T-0/250 and for non-metallic sealing material shall be "FAB".</p>		
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	<p><b>Note:</b>  For metallic material temperature rating lower than the low temperature limit and higher than the extreme temperature limit is also acceptable.  For non-metallic material temperature rating lower than the low temperature limit and higher than the continuous elevated temperature limit &amp; extreme temperature limit is also acceptable.  12) One inch NPT female hydraulic connections shall be provided to operate the BOP ram and shall have blind plugs for protection.  <b>B. The following accessories are also to be provided with each unit:</b>  <b>1</b> Ram assembly set, complete, for 3.1/2" (88.9 mm) OD Drill pipe / tubing, standard H2S Trim - one (01) set (Each set consisting of two numbers).  <b>2</b> Ram assembly set, complete, for 2.7/8" (73.025 mm) OD Drill pipe / tubing, standard H2S Trim - one (01) set (Each set consisting of two numbers).  <b>B.3</b> Ram assembly set, complete, for 2.3/8" (60.325 mm) OD Drill pipe / tubing, standard H2S Trim - one (01) set (Each set consisting of two numbers).  <b>4</b> Ram assembly set, complete, for 1.9" (48.26 mm) OD tubing, standard H2S Trim - one (01) set (Each set consisting of two numbers).  <b>5</b> Ram assembly set, complete, for CSO (blind) - one (01) set (Each set consisting of two numbers).    <b><u>GENERAL CONDITIONS:</u></b>    <b>C.</b> Suitable rust preventive coatings are to be applied on the blow out preventer, metal parts and related equipment.    <b>D.</b> Deleted    <b>E.</b> One inch NPT female hydraulic connections shall be provided to operate the BOP ram and shall have blind plugs for protection.</p>		
Item no 2	<p><b><u>ITEM-2: 13.5/8 INCHES x 5M DOUBLE RAM TYPE BOP WITH ACCESSORIES, Qty = 2 NUMBERS</u></b>    <b>13.5/8 INCHES x 5M DOUBLE RAM TYPE BOP WITH ACCESSORIES.</b></p>		

<p>Double RAM Type Blow out Preventer (Double Unit) as per the following minimum specifications for each unit:</p> <p><b>A.1</b> Hydraulically operated Double unit Ram type BOP; 13.5/8 inches (346.075 mm) vertical bore; 5,000 psi (351.60 kg/sq.cm) working pressure, flanged top and bottom.</p> <p><b>A.2</b> Bx-160 alloy 625 lined ring groove inlay, 13.5/8" (346.075 mm) x 5M (351.60 kg/sq.cm) WP, flanged top &amp; bottom.</p> <p><b>A.3</b> Four numbers, minimum, 3.1/8" (79.40 mm) x 5000 psi (351.60 kg/sq.cm.) W.P. Rx-35 alloy 625 lined ring grooved open face flanged side outlets, two each beneath each set of ram in the same plain but in opposite direction and complete with Rx-35 alloy 625 lined ring grooved blind flanges. (API Spec 6A-21st Edition, Product specification level - PSL 3, Temperature class - PU and Material Class - EE for H2S service for blind flanges).</p> <p><b>A.4</b> The BOP bonnet should be designed such that rams can be replaced easily.</p> <p><b>A.5</b> Designed, manufactured in accordance with the latest API 16A- 4th Edition &amp; 6A 21st Edition (For flanges) and internal H2S trimmed as per National Association of Corrosion Engineers (NACE) standard MR-01-75 or ISO 15156 of Material Standard for resistance to sulphide stress cracking.</p> <p><b>A.6</b> To be provided with manual lock cylinders complete with all accessories like four hand wheels, four universal joints, four 20 feet long extension rods and hand tools like set of required Allen keys &amp; pair of eye bolts for changing rams, etc.</p> <p><b>A.7</b> The BOP should be dressed with 5" (127 mm) Pipe Ram in top unit &amp; Blind Ram in bottom unit. The combined closing volume of both the rams should not exceed 12 Gallons (45.50 litres).</p> <p><b>A.8</b> The ram packers should be featured with self-feeding mechanism along with a large reserve of elastomer for ensuring a long-lasting seal under all conditions.</p> <p>Note: BOP Manufacturer must use their own RAM elastomers, designed and manufactured in-house (with complete control on the design, manufacturing &amp; compound), verified as per API-16A (4th edition) and should submit certificate of compliance for the RAM elastomers along with the supply. The bidder should categorically confirm compliance of the same in the technical bid.</p> <p>OR</p> <p>Note: BOP Manufacturer must use RAM elastomers, designed and manufactured by third party specialist in</p>		
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<p>accordance with the BOP manufacturer's written specification. The packing elements should be verified as per API-16A (4th edition) and the manufacturer (of the BOP) should submit certificate of compliance for the RAM elastomers along with the supply. The bidder should categorically confirm compliance of the same in the technical bid.</p> <p><b>A.9</b> The BOP should be installed with two (02) numbers of Lifting Shackles.</p> <p><b>A.10</b> Suitable rust preventive coatings are to be applied on the blow out preventer, metal parts and related equipment.</p> <p><b>A.11</b> Equipment shall be designed as per API 16 A to operate (4th edition) within temperature rating for metallic material T-0/250 and for non-metallic sealing material shall be "FAB".</p> <p><b>Note:</b> For metallic material temperature rating lower than the low temperature limit and higher than the extreme temperature limit is also acceptable. For non-metallic material temperature rating lower than the low temperature limit and higher than the continuous elevated temperature limit &amp; extreme temperature limit is also acceptable.</p> <p><b>B) The following accessories are also to be provided with each unit:</b></p> <p><b>B.1</b> Ram assembly set, complete, for 2.7/8" (73.025 mm) OD Drill pipe / tubing, standard H2S Trim - one (01) set (Each set consisting of two numbers).</p> <p><b>B.2</b> Ram assembly set, complete, for 3.1/2" (88.9 mm) OD Drill pipe - one (01) set (Each set consisting of two numbers).</p> <p><b>B.3</b> Ram assembly set, complete, for 4.1/2" (114.3 mm) OD Drill pipe with hardness induction on bore for pipe hang off - one (01) set (Each set consisting of two numbers).</p> <p><b>B.4</b> Ram assembly set, complete, for 5" (127 mm) OD Drill pipe with hardness induction on bore for pipe hang off - one (01) set (Each set consisting of two numbers).</p> <p><b>B.5</b> Variable Bore Ram assembly set, having minimum range from 4.1/2" (114.30 mm) to 7" (177.8 mm) with hardness induction on bore for pipe hang off - one (01) set (Each set consisting of two numbers).</p> <p>Note: Variable Bore Ram assembly set, having range lesser than 4.1/2" (114.30 mm) to greater than 7" (177.8 mm) will be accepted.</p>		
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	<p><b>B.6</b> Ram assembly set, complete, for 9.5/8" (244.5 mm) OD Casing - one (01) set (Each set consisting of two numbers).</p> <p><b>B.7</b> Ram assembly set, complete, for CSO (blind) - one (01) set (Each set consisting of two numbers).</p> <p><b><u>GENERAL CONDITIONS:</u></b></p> <p><b>C.</b> Suitable rust preventive coatings are to be applied on the blow out preventer, metal parts and related equipment.</p> <p><b>D.</b> Deleted</p> <p><b>E.</b> One inch NPT female hydraulic connections shall be provided to operate the BOP ram and shall have blind plugs for protection.</p>		
Item no 3	<p><b><u>ITEM-3: 13.5/8 INCHES x 10M DOUBLE RAM TYPE BOP WITH ACCESSORIES, QTY = 2 NUMBERS</u></b></p> <p><b>A) 13.5/8 INCHES x 10M DOUBLE RAM TYPE BOP WITH ACCESSORIES.</b></p> <p>Double RAM Type Blow out Preventer (Double Unit) as per the following minimum specifications for each unit:</p> <p><b>A.1</b> Hydraulically operated Double unit Ram type BOP; 13.5/8 inches (346.075 mm) vertical bore; 10,000 psi (703.069 kg/sq.cm) working pressure, flanged top and bottom.</p> <p><b>A.2</b> Bx-159 alloy 625 lined ring groove inlay, 13.5/8" (346.075 mm) x 10M (703.069 kg/sq.cm) WP, flanged top &amp; bottom.</p> <p><b>A.3</b> Four numbers, minimum, 3.1/16" (77.788 mm) x 10,000 psi (703.069 kg/sq.cm) W.P. Bx-154 alloy 625 lined ring grooved open face flanged side outlets (two each beneath each set of ram in the same plain but in opposite direction and complete with Bx-154 alloy 625 lined ring grooved blind flanges. (Product specification level - PSL 3, Temperature class - PU and Material Class - EE for H2S service for blind flanges).</p> <p><b>A.4</b> The BOP bonnet should be designed such that rams can be replaced easily.</p> <p><b>A.5</b> Designed, manufactured in accordance with the latest API 16A &amp; 6A (For flanges) and internal H2S trimmed as</p>		

	<p>per National Association of Corrosion Engineers (NACE) standard MR-01-75 or ISO 15156 of Material Standard for resistance to sulphide stress cracking.</p> <p><b>A.6</b> To be provided with manual lock cylinders complete with all accessories like four hand wheels, four universal joints, four 20 feet long extension rods and hand tools like set of required Allen keys &amp; pair of eye bolts for changing rams, etc.</p> <p><b>A.7</b> The BOP should be dressed with 5" (127 mm) Pipe Ram in top unit &amp; Blind Ram in bottom unit. The combined closing volume of both the rams should not exceed 24 Gallons (91 litres).</p> <p><b>A.8</b> The ram packers should be featured with self-feeding mechanism along with a large reserve of elastomer for ensuring a long-lasting seal under all conditions.</p> <p>Note: Manufacturer must use their own RAM elastomers, designed and manufactured in-house (with complete control on the design, manufacturing &amp; compound), verified as per API-16A (latest edition) and should submit certificate of compliance for the RAM elastomers along with the supply. The bidder should categorically confirm compliance of the same in the technical bid.</p> <p><b>A.9</b> The BOP should be installed with two (02) numbers of Lifting Shackles.</p> <p><b>B) The following accessories are also to be provided with each unit:</b></p> <p>B.1 Ram assembly set, complete, for 2.7/8" (73.025mm) OD Tubing / Drill pipe - one (01) set (Each set consisting of two numbers).</p> <p>B.2 Ram assembly set, complete, for 3.1/2" (88.9 mm) OD Drill pipe - one (01) set (Each set consisting of two numbers).</p> <p>B.3 Ram assembly set, complete, for 4.1/2" (114.3 mm) OD Drill pipe with hardness induction on bore for pipe hang off - one (01) set (Each set consisting of two numbers).</p> <p>B.4 Ram assembly set, complete, for 5" (127 mm) OD Drill pipe with hardness induction on bore for pipe hang off - one (01) set (Each set consisting of two numbers).</p>		
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	<p>B.5 Ram assembly set, complete, for 9.5/8" (244.5 mm) OD Casing - one (01) set (Each set consisting of two numbers).</p> <p>B.6 Ram assembly set, complete, for Complete Shut Off (blind) - one (01) set (Each set consisting of two numbers).</p> <p><b><u>GENERAL CONDITIONS:</u></b></p> <p><b>C.</b> Suitable rust preventive coatings are to be applied on the blow out preventer, metal parts and related equipment.</p> <p><b>D.</b> Equipment shall be designed as per API 16 A to operate within temperature rating for metallic material T-0/250 and for non-metallic sealing material shall be "FCD".</p> <p><b>E.</b> One inch NPT female hydraulic connections shall be provided to operate the BOP ram and shall have blind plugs for protection.</p>		
ITEM No-4	<p><b><u>ITEM-4, 20-3/4" X 3M Annular BOP with Accessories, Qty = 02 numbers</u></b></p> <p><b>A. 20-3/4" X 3M Annular BOP with Accessories</b></p> <p>Annular Blow out Preventer as per the following minimum specifications for each unit:</p> <p>1) Hydraulically operated; screwed / Latched / Bolted head; 20-3/4" (527.05mm) vertical bore; 3,000 psi (211.00 kg/sq.cm) working pressure to seal on almost any shape or size Kelly, tool joint, drill pipe, drill collar, casing, or wire-line as well as close on an open hole.</p> <p>2) The bore of the packing unit shall conform automatically in size and shape and seal off any part of the drill string or seal off completely if the string is out of the hole. The sealing element should have the capability to maintain the seal, while expanding and contracting to allow each tool joint to pass, during stripping of drill pipe under well pressure.</p> <p>3) RX-74 Inconel 625 lined ring groove inlay, 20-3/4" (527.05 mm) x 3M (211.00 kg/sq.cm) studded top and RX-74 Inconel 625 lined ring groove inlay, 20-3/4" (527.05 mm) x 3M (211.00 kg/sq.cm) flanged bottom</p>		

	<p>4) Designed, manufactured in accordance with the latest edition of API 16A and internal H<sub>2</sub>S trimmed as per National Association of Corrosion Engineers (NACE) standard MR-01-75 or ISO 15156</p> <p>5) Furnished and installed with nitrile packing element (API 16A Compound Type = Buna N, NBR etc).</p> <p>6) Equipped with two numbers of Lifting lugs and two numbers of Lifting Shackles of Standard Bolt Type (25 TON) located on the top of the upper housing.</p> <p>7) The Annular BOP should be internally coated with Everslick / Xylan and provided with a top colour coat.</p> <p>8) The operating pressure should not exceed 1,500 PSI (105.48 kg/sq.cm) and the closing volume should not exceed 45 Gallons (171 litres).</p> <p>9) The following accessories are also to be provided with each unit:</p> <ul style="list-style-type: none"> <li>i) One (1) Hammer Wrench to remove the Spherical BOP cover nuts for replacing the packing element with each Bolted Spherical BOP assembly.</li> <li>ii) Two (2) Removable Eyebolts, Approximately Sized: 5/8" x 11UNC x 1-3/4" long, for lifting / handling the internal components, packing element etc.</li> <li>iii) Twenty (20) numbers of studs with hexagonal nuts for studded top / top flange.</li> <li>(iv) Twenty (20) numbers of bolts with two numbers of hexagonal nuts per bolt for bottom flange.</li> </ul> <p>10) Equipment shall be designed as per API 16A to operate within temperature rating for metallic material T-0/250 and for non-metallic sealing material shall be "FA" (PR-1).</p> <p>11) 1" NPT female Hydraulic connections shall be provided to operate the BOP and shall have blind plugs for protection.</p> <p>12) The Annular BOP shall have only one opening and closing chambers each.</p> <p><b>B. 20-3/4" Vertical Bore Drilling Spool-02 numbers</b></p>		
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	<p>Each Annular / Spherical BOP should be supplied with a 20-3/4" vertical bore drilling spool as per the following minimum specifications:</p> <ol style="list-style-type: none"> <li>1) One (01) number of Drilling Spool, around 30" (762 mm) high, 20-3/4" (527.05 mm) vertical bore, 3,000 PSI (211.00 kg/sq.cm) working pressure; RX-74 Inconel 625 lined ring grooved 20-3/4" (527.05 mm) x 3,000 PSI (211.00 kg/sq.cm) working pressure Flanged Top and Bottom manufactured as per latest edition of API specification 16A / 6A. Additionally, the drilling spool should have two RX-35 Inconel 625 lined ring grooved, minimum 3-1/8" (79.40 mm) x 5,000 PSI (351.60 kg/sq.cm) flanged side outlets at the middle but in opposite directions.</li> <li>2) Forty (40) numbers of bolts (cadmium / xylan plated studs) with two numbers of hexagonal nuts per bolt for top and bottom flange.</li> <li>3) Two (02) numbers of RX-74 stainless steel API ring joint gaskets.</li> <li>4) Sixteen (16) numbers of bolts (cadmium / xylan plated studs) with two numbers of hexagonal nuts per bolt for the two side outlet flanges.</li> <li>5) Two (02) numbers of RX-35 stainless steel API ring joint gaskets.</li> <li>6) Two (02) numbers of Blind Flanges with RX-35 Inconel 625 lined ring groove.</li> <li>7) Temperature Class - U and Material Class - EE for H2S service, PSL-3..</li> </ol> <p><b><u>GENERAL CONDITIONS:</u></b></p> <p><b>C.</b> The offered Drilling Spool should be designed, manufactured, tested and monogrammed in accordance with the latest API Specification 6A. A copy of valid API Spec 6A and copies of API 6A certificates for the last 5 (Five) years (i.e. continuous without having any break in between), preceding from the original bid closing date of the manufacturing plant should be submitted along with techno - commercial bid.</p>		
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B	<p><b>F. 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. 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.</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  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>F.2 Scope of Third Party Inspection for all the items</b></p> <p>F.2.1 APPLICABLE API STANDARD: API 16A AND API 6A.</p> <p><b>F.2.2 Broad scope of third party inspection to be as under:</b></p> <p>a) Stage of inspection: Final stage.  b) Kind of inspection: Review of documents and Visual inspection.</p>		
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	<p>c) Release of inspection note by inspection agency to the manufacturer who will submit the same to Oil India Limited along with dispatch documents.</p> <p><b>F.2.3 Review of documents to include:</b></p> <p>a) Manufacturers QA Plan and API qualification certificate.  b) General Assembly drawing.  c) Production Record.  d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment and NDT)  e) Product Inspection report.  f) Performance verification test Records as per API 16A and 6A.  k) Compliance of Standard NACE MR-01-75 for H2S Services.  l) Compliance of Tests as per clause 4.7 of API 16A.  m) Compliance of Quality Control requirement as per clause 7 of API 16A and review of Quality Control records as per clause 7.6 of API 16A.  n) Operating manual requirements as per clause 4.9 of API 16A.</p> <p><b>F.2.4 Visual inspection to include:</b></p> <p>a) Overall Visual and Dimensional Inspection.  b) Verify the material and components are brand new and recently manufactured.  c) Verify that the item is in accordance with the PO specification and API monogrammed.  d) Witness final testing / performance testing (pressure testing) of the BOPs as per API 16A and 6A and certification and submission of the records.  e) Witness and certify Drift test as per clause 7.5.7.4, Pressure test as per clause 7.5.7.6 and Closed preventer test as per clause 7.5.7.7 (Except for 7.5.7.7.2 &amp; 7.5.7.7.4) clause of API 16A and submission of records.</p>		
<b>BB. SPECIAL TERMS AND CONDITIONS.</b>			:
1	Bidder (OEM) should forward relevant Catalogue, Drawing, and Literature (in printed form only) indicating the quoted items along with the bid.		
2	Bidder (OEM) must indicate the dimensional details of the offered BOPs along with the offer.		
3	The offered BOPs should be designed, manufactured, tested and monogrammed in accordance with the latest API		

	Specification 16A. A copy of valid API Spec 16A certificate and copies of API 16A certificates for the last 5 (Five) years (i.e. continuous without having any break in between), preceding from the original bid closing date of the manufacturing plant should be submitted along with techno - commercial bid.		
4	Bidder (OEM) should forward a list of recommended spares for five (05) years operation for the offered BOP indicating part numbers, quantity & unit price separately along with the quotation in the commercial bid and categorically confirm the same in the technical bid (price should not be mentioned in the technical bid). <b>However, the cost of these spares will not be considered for bid evaluation purpose.</b> The price should remain valid for at least two (02) years, bidder to confirm the same.		
5	The Bidder (OEM) must guarantee uninterrupted supply of spares and availability of service for at least 10 years with effect from delivery of the Item / product for the item / product to be supplied under the Tender / Order, if order is awarded to them by OIL.		
6	Bidder should confirm that the items shall be brand new, unused & free from any defect. In the event of an order, the items should be guaranteed against any manufacturing defect, workmanship etc. for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier. In the event any item is found defective, then it should be replaced by the supplier free of cost without any burden on Oil India Limited. Bidders must confirm the same in their offer.		
7	Purchase Order number shall be weld written on suitable place at the items. Bidders shall confirm compliance to the same while quoting.		
8	The Bidder (OEM) should indicate the dimensions and weight of the offered BOPs and accessory items, the name of the manufacturer, the country of origin and place/port of dispatch of the materials.		
9	In the event of order, the supply must include the mill test certificate as per API recommended pressure for all the items Manufacturers Record Book for the BOPs and two copies of Maintenance, Operation, Service and Parts Manual for BOPs. Bidder should categorically confirm while quoting.		
10	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.		

11	Bidder (OEM) to sign and submit completely filled up Technical Check List and Technical Evaluation Matrix for Technical specification.		
12	In case the Original Equipment Manufacturers (OEM) authorizes their approved distributor / authorized agent / sole selling agent to submit the bid, then the offer should be accompanied with relevant authorization certificate of the OEM without which the offer will be rejected. Moreover, the OEM should confirm that the responsibilities for warranty and supply of spares, as mentioned elsewhere in the tender, shall lie on them.		
12.1	The Original Equipment Manufacturers (OEM) can authorize only one distributor / authorized agent / sole selling agent to submit the bid.		
12.2	In case the Original Equipment Manufacturers (OEM) authorizes more than one distributor / authorized agent / sole selling agent to submit the bid, all the offers received from his approved distributors / authorized agents / sole selling agents will be rejected.		
12.3	The Original Equipment Manufacturers (OEM) and the authorized distributor / authorized agent / sole selling agent of the same OEM, both cannot participate in this tender and in that case both the offers will be rejected.		
13	The Original Equipment Manufacturers (OEM) must guarantee uninterrupted supply of spares and availability of service for at least 10 years with effect from delivery of the Item / product for the item / product to be supplied under the Tender / Order, if order is awarded to them by OIL		

<b>BB: <u>PRE-BID CONFERENCE:</u></b>  Not applicable.	
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## ANNEXURE-II

### PRICE BREAK UP –

#### **A) PRICE BREAK UP OF ITEMS WHOSE COST IS TO BE INCLUDED IN “GEM PRICE SCHEDULE”.**

		<i>Qty</i>	<i>Unit Price (In Rs) including GST</i>	<i>Applicable GST rate</i>
	Cost of BOP			
	Cost of Accessories			

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#### **B) PRICE BREAK UP OF ITEMS WHOSE COST IS NOT TO BE INCLUDED IN “GEM PRICE SCHEDULE”.**

		<i>Qty</i>	<i>Unit Price (In Rs) including GST</i>	<i>Applicable GST rate</i>
	Cost of Recommended spares			

Notes:

1. Price break up to be provided for above.
2. **Bidders should fill up, sign and upload this price break up under “Financial documents” of GEM Priced bid only. The price breakup should not be uploaded under GEM Technical bid as it shall lead to rejection of the bid.**

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### **ANNEXURE-III**

#### **BID EVALUATION CRITERIA / BID REJECTION CRITERIA (BEC/ BRC)**

##### **BID REJECTION CRITERIA (BRC):**

The bids shall conform to the specifications and terms as well conditions laid out in the tender. Bids will be rejected in case the items offered do not conform to the 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 & conditions, particularly the following requirements will have to be met by the bidders, without which, the offer will be considered as non-responsive and shall be rejected.

	<b>BEC-BRC EVALUATION MATRIX (TO BE FILLED IN BY BIDDER DULY SIGNED)</b>		
		<b>BIDDER'S RESPONSE (Complied / Not Complied / Deviation / Not Applicable)</b>	<b>TO BE FILLED BY THE BIDDER</b>  <b>Relevant Location of their Bid to support the remarks / compliance</b>  <b>(Reference of Document name / Serial number / Page number of bid for documentary evidence)</b>

	<p><b><u>BID REJECTION CRITERIA (BRC):</u></b></p> <p><b><u>(A.1) BRC-TECHNICAL:</u></b></p> <p>Bid should be complete in all aspects covering entire scope of job / supply and should conform to the technical specifications indicated in the bid document, duly supported with detailed technical catalogues, literatures and detailed drawing. Incomplete and non-conforming bids will be rejected outright.</p>		
1.0	<p>The bidder should be an Original Equipment Manufacturer (OEM) of the offered item(s), and in the event of order, Purchase order shall be issued directly to the bidder (OEM). The Manufacturer of the offered item(s) should satisfy the following along with documentary evidence, which should be enclosed along with the techno- commercial bid without which the offers will be rejected.</p>		
2.0	<p><b><u>MANUFACTURERS EXPERIENCE:</u></b></p>		
2.A	<p>They must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant API 16A &amp; 6A (for flanges) certification (latest Edition) as on the original bid closing date of the tender. Copies of relevant API-16A &amp; 6A certificates (having API authorization(s) for the item(s) 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>		
2.B	<p>The bidder should have manufactured and supplied minimum 50% quantity of each of the tendered items (same or higher size or higher working pressure of the tendered item), to any E&amp;P companies/Drilling Contractors/ Drilling service providers during last 5 (five) years as on original bid closing date of the tender. 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)</p> <p>II. Bill of Lading (OR)</p> <p>III. Consignee delivery receipt / challan (OR)</p> <p>IV. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/ GST.</p> <p>V. Commercial Invoice/ Payment Invoice</p> <p><b>Note:</b></p> <p>a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of the tender. However, the execution of supply should be within 05 (years) years preceding original bid closing date of this tender.</p> <p>b) Satisfactory supply completion/ installation report should be issued on company's letterhead with signature and stamp.</p>		
3.0	<p>A Bidder who is a domestic manufacturer and has manufactured and successfully executed at least one (01) order either to OIL or ONGCL (irrespective of supplied quantity) for Similar items, during the last 5 (five) years prior to original Bid Closing Date, shall be considered as established source, subject to submission of copy of purchase order along with signed and sealed Satisfactory supply / completion / installation report (in original on user's letter head.</p> <p>Similar items =</p> <p>7.1/16" x 5M Ram BOP minimum (For Items 1, 2 &amp; 3).</p> <p>18. ¾" X 3M Annular BOP minimum (For Items 4).</p>		
4.0	<p><b>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company.</b></p>		
	<p><b>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:</b></p> <p>Offers of those domestic bidders who themselves do not meet experience criteria as stipulated in clause 2(A) &amp; 2(B) above can also be considered, provided the bidder is subsidiary company of the parent company having more than 50% shareholding (Supporting Company) which meets the above mentioned experience criteria or the parent company can</p>		

	<p>also be considered on the strength of its subsidiary company having more than 50% shareholding (Supporting Company). However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide <b>Appendix A-2</b>, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide <b>Appendix A-1</b>, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.</p>		
4.1	<p><b>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:</b></p>		
	<p><b>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:</b> Offers of those domestic bidders who themselves do not meet the technical experience criteria stipulated in <b>Clause 2(A) &amp; 2(B)</b> above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company (Supporting Company) within the ultimate parent/holding company subject to meeting the following conditions:</p> <p><b>(i)</b> Provided that the sister subsidiary/co-subsidiary company and the bidding company are both subsidiaries of an ultimate parent/holding company either directly or through intermediate subsidiaries of the ultimate parent/holding company. Documentary evidence to this</p>		

	<p>effect to be submitted by the ultimate parent/holding company along with the technical bid.</p> <p><b>(ii)</b> Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in <b>Clause-2(A) &amp; 2(B)</b> above and not through any other arrangement like technical collaboration etc.</p> <p><b>(iii)</b> Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide <b>Appendix A-3</b>, between them, their ultimate parent/holding company, along with the technical bid.</p>		
	<b>(A.2) BRC - FINANCIAL:</b>		
	<p>1.0 The bidder shall have an annual financial turnover from Operations equal to minimum <b>INR 8.73 Crores</b> during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.</p> <p>{Annual Financial Turnover of the bidder from operations 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</b> "Net Worth" of the bidder must be positive for the financial/accounting year just preceding 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>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</p>		

	<p>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 (<b>PROFORMA - 6</b>) certifying that 'the balance sheet/Financial Statements for the financial year (as applicable) has actually not been audited so far'.</p> <p><b>Note:</b></p> <p>a) For proof of Annual Turnover &amp; 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 style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet alongwith Profit &amp; Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</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 &amp; Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed. 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 company, then following documents need to be submitted:</p>		
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	<p>(i) Turnover of the parent/ultimate parent/holding company should be in line with Para A.2 (1.0) above.</p> <p>(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2.0) above</p> <p>(iii) Corporate Guarantee (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.</p> <p>(iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.</p>		
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## APPENDIX- A1

### **PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE**

***(Delete whichever not applicable)***

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)**

### **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 ..... hereinafter 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, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on ..... M/s (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number ..... to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement Dated .....as per which the Guarantor shall be providing technical and such other

supports as may be necessary for performance of the work relating to the aforementioned tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company/ **100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the 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 Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the Purchase Order entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized Purchase Order price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that 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 India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that 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 & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable)

Witness:	M/s _____
1. Signature _____	Signature _____
Full Name _____	Name _____
Address _____	Designation _____
2. Signature _____	Common seal of the Company
Full Name _____	_____
Address _____	

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT  
COMPANY/ 100% SUBSIDIARY COMPANY (As the case may be)**

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND  
NOTORISED)**

This agreement made this \_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year by and between M/s \_\_\_\_\_ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of \_\_\_\_\_ Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

**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 technical support of M/s \_\_\_\_\_ [Parent Company/Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary 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 services as required by the bidder for successful execution of the Purchase order, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. \_\_\_\_\_ (Parent Company/Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Purchase Order for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the Purchase Order in the event the Purchase Order is awarded by OIL to the bidder.

4. It is further agreed that for the performance of work during Purchase Order period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the Purchase Order.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the Purchase Order awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)	For and on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))
M/s. _____	M/s. _____
Witness:	Witness:
1)	1)
2)	2)

\*\*\*\*\*

**FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO--SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY**

(Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) \_\_\_\_\_ hereinafter referred to as "Bidder" of the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. \_\_\_\_\_ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

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 a technical support of M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.

4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.

7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder) For and on behalf of (Sister Subsidiary/ Co-subsidiary) For and on behalf of (Ultimate Parent / Holding Company) M/s. Witness 1) 2) M/s. Witness 1) 2) M/s. Witness 1) 2)

For and on behalf of (Bidder	For and on behalf of (Sister Subsidiary/ Cosubsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.	M/s.	M/s.
Witness:	Witness:	Witness:
1)	1)	1)
2)	2)	2)

**Note:** In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

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## ANNEXURE-IV

### A. TECHNICAL CHECKLIST:

### 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	<b>Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.</b>	Yes / No
2.3.1	<b>Name and details of the company to whom the bidder has successfully executed orders / contracts for atleast 50% of the tendered quantity as per Experience criteria clause of BRC-Technical.</b>	
2.3.2	<b>Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)</b>	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 PPP-MII or MSME policy.	
7.0	Whether Integrity Pact with digital signature uploaded (if applicable as per Additional Terms and Conditions ) ?	
7.1	Whether all the clauses in the Integrity Pact have been accepted?	



8.0	Name, Address, Phone No & E-mail id of Bidder.	
8.1	Bank details of Bidder.	
9.0	Whether indicated 'Local Content' required as per PPP-MII Policy?	
9.1	Whether indicated the import content in Price Bid?	
10.0	Whether Bid security submitted as per NIT.	

.....

**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 @ 12 % (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 despatch. 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 Bidder to categorically confirm under which policy i.e. MSME or PPP-MII, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. No benefit will be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

In case of tenders for Iron & Steel products as per DMI & SP policy, only the eligible bidders meeting the requisite criteria as per the DMI & SP policy shall be considered for further technical evaluation. Availing the benefit of Purchase Preference and awarding of eligible tendered quantity after price matching shall be considered based on Bidder' declaration of availing of PPP-MII or MSME policy only.

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.

#### **7.0 BID SECURITY:**

All the Bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format (as per enclosed PROFORMA – 1 ) as Bank Guarantee (BG) or Online payment. (Kindly refer GeM GTC for details).

In case of Bid Security submitted in the form of Bank Guarantee, Scanned copy of Bank Guarantee shall be uploaded by Seller in the online bid and hard copy of the Bank Guarantee will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller. The Original Bid Security shall be submitted manually in sealed envelope super scribed with tender no. and due date to:

**GM- MATERIALS, MATERIALS DEPARTMENT, KIND ATTENTION – TUHIN ROY, CHIEF MANAGER MATERIALS, OIL INDIA LIMITED, DULIAJAN-786602, ASSAM.**

Whereas in case of Online payment of Bid Security, bidder shall submit Online transaction details to OIL as proof of submission of Bid security in the online bid. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference.

<b>OIL's Bank account Details for Online submission of Bid Security</b>	
Name	Oil India Limited
Bank	State Bank of India
Branch	Duliajan
Account Number	10494832599
Account Type	Current
IFSC Code	SBIN0002053

- 7.1 Bid Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.
- 7.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.
- 7.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.
- 7.4 Bank Guarantee with condition other than those mentioned in OIL's prescribed format / GeM Bank Guarantee format shall not be accepted.
- 7.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.
- 7.6 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 7.7 The Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- 7.8 In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2017. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.
- 7.9 In case of Bank Guarantee, The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

Bank Details of Beneficiary		
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited

The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

7.10 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, extend validity of the Bid Security till such time the Performance Security is furnished.

7.11 The Bid Security will be forfeited:

a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,

OR

b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

7.12 Bidders are requested to contact OIL within 4 months of Bid submission for return of their Bid Security. A copy of Bid security and Tender No. against which the Bid security was submitted should be sent to concerned dealing officer of OIL for return of the Bid security.

7.13 For timely return of Bid Security, bidders shall submit following details alongwith their technical bid.

- For Bank Guarantee((BG) = Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.
- Online payment = Name, Email id, Phone number and Bank details (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.

In case of non-submission of above details, return of Bid Security may be delayed.

## 8.0 PERFORMANCE SECURITY

Performance Security: Performance Security @ 3.0 % of PO value shall be submitted after receipt of PO. Validity of the performance security shall be 03 (three) months beyond the PO warranty period.

8.1 Unless otherwise specified, the Seller shall furnish Performance Security to Purchaser in the form of a Bank Guarantee/Letter of Credit/ Demand Draft within 30 days of notification of purchase order/contract for the value and validity as per terms of Purchase order/contract. Performance Security shall be strictly as per the format prescribed vide **PROFORMA-3** to this document.

8.2 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

8.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

8.4 Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.

8.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

8.6 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal

actions including debarment as per OIL's Banning Policy, 2017.

8.7 The Performance Security specified above must be valid for three (3) months beyond the Warranty Period (if any) indicated in the Purchase Order/Contract agreement. The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.

8.8 The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

8.9 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2017

8.10 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2017. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

8.11 In case of Bank Guarantee, The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(iii) MT 760/MT 760 COV for issuance of bank guarantee.

(iv) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited

The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

- 8.12 In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.
- 8.13 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (3% of annualized contract value valid for three months beyond entire execution period).

#### 9.0 Unloading For all other bulky items to be floated in GeM:

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF ITEMS ONLY. Supplier shall depute adequate crew, who has experience of unloading of items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.

#### 10.0 PRICE BREAK UP -

**Bidders should fill up, sign and upload the price break of items (as detailed in Annexure -II) under “Financial documents” of GEM Priced bid only. The price breakup should not be uploaded under GEM Technical bid as it shall lead to rejection of the bid.**



## 11.0 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):

11.1 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.

11.2 Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.

11.3 Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

### (I) WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY:

A)	To concerned finance official of Oil India Limited	i) Bill in original + one copy. ii) Copy of the C-Note/RR. iii) Copy of Mill Inspection Certificate, if any. iv) Copy of Third-Party Inspection Certificate, if any. v) Copy of Delivery Challan. vi) TPI Declaration as per Proforma C enclosed. (Original). vii) Copy of Tax Invoice. viii) Copy of packing list. ix) Documentary evidence of payment of Customs Duty, if any.
B)	To concerned Receiving section official of Oil India Limited	i) Clear Consignee copy of RR/C-Note-Original+1 copy. ii) Copy of Tax Invoice. iii) Delivery Challan (Original). iv) Packing list (Original). v) Mill inspection certificate, if any (Original). vi) Third Party Inspection certificate, if any (Original). vii) TPI Declaration as per Proforma C Enclosed-One Copy. viii) Warranty Certificate (Original).
C)	To concerned Purchase section official of Oil India Limited	One set consisting copies of all the documents as mentioned in (B) above.

Note: Where payment term is after receipt and acceptance of materials, the complete set of documents meant for Chief General Manager (A/P) as indicated in para 29.3 (I) (A) should be submitted to Dy. General Manager Materials (Receiving).

## **12.0 Restrictions on procurement from a bidder of a country which shares a land border with India.**

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

### **Bidders must submit duly sealed & signed undertaking as per format provided vide, “PROFORMA - 5” along with the technical bid.**

I. 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.

#### **Validity of Registration:**

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

7. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

### **13. APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

“ Banning Policy dated 6th January, 2017 as uploaded in OIL’s website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

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

14. 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.

### **15. INTEGRITY PACT FOR TENDERS VALUING MORE THAN RS 50.00 LAKHS.**

The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-9 of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

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

SHRI 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

DR. TEJENDRA MOHAN BHASIN, Former Vigilance Commissioner, CVC  
E-mail: tmbhasin@gmail.com

In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract.

**16. Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform.**

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDIS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

- (i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- (ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- (iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

- (i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).
- (ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

**17. SET-OFF:**

Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited)

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**PROFORMA - 1**

**BID SECURITY FORM**

To:  
M/s. OIL INDIA LIMITED,  
MATERIALS DEPARTMENT

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

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

Sealed with the said Bank this .....day of  
.....

THE CONDITIONS of this obligation are :

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

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

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

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:  
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall is restricted up to Rs ..... .
- b) This guarantee shall be valid till ..... .
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after . . . . . (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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**PROFORMA – 3**

**PERFORMANCE SECURITY FORM**

To:

**M/s. OIL INDIA LIMITED,  
MATERIALS DEPARTMENT**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No.  
and e-mail address:

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall be restricted up to Rs ..... .

b) This guarantee shall be valid till ..... .

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after . . . . . (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

\*\*\*\*\*  
\_\_\_\_\_

## **UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE**

**To,**

**Oil India Limited,  
Materials Department,  
Duliajan, Assam - 786602**

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. ....for an amount of INR..... valid up to ..... as per terms and conditions of Tender / Contract No. ....

### **BG issuing bank details:**

Bank: Branch: IFS Code:	
<b>Contact Details</b> E-mail Addresses:	Mobile No.: Telephone No.: Fax No.:
<b>Correspondence Address</b> H No/Street/City:	State: Country: Pin Code:

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Vendor Code: \_\_\_\_\_

Email ID: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Enclosure: Original bank guarantee

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**PROFORMA - 5**

**Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India**

(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note : This form should be returned along with offer duly signed.

\*\*\*\*\*

**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.**

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## **PROFORMA – 8**

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

**(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

#### **DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s .....(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.

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.

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**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 ..... 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:

- (i) 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.
- (ii) 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.
- (iii) 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 substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers 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.

- (i) 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 h e/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.
- (ii) 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.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) 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.
- (iv) 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.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

- (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. **Any issue relating to execution**

of contract, if specifically raised before the IEMs shall be looked into by IEMs.

#### **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. **However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.**

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.

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

### **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. 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 / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

<p>.....</p> <p><b>For the Principal</b></p> <p>Date :</p> <p>Place :</p>	<p>.....</p> <p><b>For the Bidder/Contractor</b></p> <p>Witness 1: .....</p> <p>Witness 2: .....</p>
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**PROFORMA-C**

**Declaration Certificate**

**By**

**Third Party Inspector  
(OIL Approved wherever TPI inspection is required)**

This is to certify that following material and quantity offered to us for inspection  
by  
M/s..... has been inspected by  
us  
as per scope of inspection mentioned in purchase order no.....  
Dated  
..... of OIL INDIA LTD and cleared by us for despatch to the  
Purchaser.

Material:  
Quantity Passed:  
Certificate No.:  
Issued by us.

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Signature of Third Party  
Seal

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