

Bid Document

Bid Details	
Bid End Date/Time	18-08-2021 11:00:00
Bid Opening Date/Time	18-08-2021 11:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	1
Item Category	Hot Tapping Machine
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Quality Assurance Plan document	1626707986.pdf
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
----------	----

ePBG Detail

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

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

Beneficiary:

GMFA

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

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
-------------------------	----

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

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

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

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

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

charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

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

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

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

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

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

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

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

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

Hot Tapping Machine (1 pieces)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Buyer Specification Document	Download
------------------------------	--------------------------

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	1	180

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	SCOPE View	SCOPE	Hot Tapping Machine(1)

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

Buyer Added Bid Specific Additional Terms and Conditions

- Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - Copy of PAN Card.
 - Copy of GSTIN.
 - Copy of Cancelled Cheque.
 - Copy of EFT Mandate duly certified by Bank.
- 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.
- 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.
- Scope of supply includes Training: Number of employees to be trained 5 , Place for Training Duliajan, Assam. Pin 780062 and Duration of training 4 days.
- The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
Applicable Concessional rate of GST : 5%

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

9. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
10. Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within 30 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

Disclaimer

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

[This Bid is also governed by the General Terms and Conditions](#)

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

---Thank You---



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Conquering Newer Horizons

MATERIALS DEPARTMENT
P.O. DULIAJAN – 786 602
DIST. DIBRUGARH
ASSAM, INDIA
EMAIL: tuhin_roy@oilindia.in

LIST OF ANNEXURES APPLICABLE		
Heading		Particulars
Annexure-A	:	Item Details & Quantity of Items.
Annexure-B	:	Bid Evaluation & Rejection Criteria
Annexure- F	:	Technical & Commercial Checklist

ANNEXURE – A**AA: ITEM DETAILS & QUANTITY OF ITEMS:**

TECHNICAL SPECIFICATIONS

Item 10. Hot Tapping cum Drilling Machine with Manual Operation (pneumatic drive optional) along with accessories. Qty = 1 (One) set.

BIDDER'S RESPONSE SHEET			
DESCRIPTI ON	OIL's Specification		Bidder's Offer
A. BRIEF DESCRI PTION	Hot Tapping cum Drilling Machine with Manual Operation (pneumatic drive optional) [SIZE- 0.5" (DN: 12.7) To 4" (DN: 100)]		
B. QUANTI TY	01 (One) No		
C. NOTE TO BIDDER S	<p>1. Bidders are to submit their offer (Technical) by duly filling up the "Bidder's Offer" column of the attached Bidder's Response Sheet. Additional sheets may be used as and where necessary and the same to clearly marked as: "Annexure No: _____, for Point No____.</p> <p>2. All the Annexures / Attachments are to be suitably marked and a list of the same to be submitted alongwith the offer.</p>		
D. General	1. Make	To be indicated by the Bidder	
	2. Model	To be indicated by the Bidder	
	3. General Description	Hot Tapping machine cum drilling machine is to be used to make connections to pipelines, tanks and plant piping without shutdown and are used to make hot taps. Hot Tapping machine cum drilling machine shall be Manually Operated with an option for Pneumatic Drive. The machine shall tap into pipe while under pressure and flow. It shall be suitable for making 1/2" through 4" (DN 12.7 - DN 100) taps without shutdown. The item is to be supplied with all requisite accessories [including compatible optional pneumatic drive accessories (excluding the air compressor and piping)].	
E. Standard	1. Governing Standard	The Hot Tapping Machine cum drilling machine shall meet NACE Standard MR0175-93, sulfide stress cracking resistant metallic material for oilfield equipment.	

BIDDER'S RESPONSE SHEET			
DESCRIPTI ON	OIL's Specification		Bidder's Offer
F. Applicat ion	1. General	Hot Tapping Machine cum drilling machine shall be used in Crude Oil, Natural Gas, LPG, Petroleum Products or Fresh water Pipe Lines, Tanks etc.	
	2. Working Condition s	The maximum working pressure shall be 100 bars at 38°C. Its operating temperatures shall be -29°C to 371°C at 48 bars for intermittent service.	
G. Drill Travel	1. Drilling Travel	The Machine shall have minimum drilling travel of 28" (711.2 MM).	
H. DRILL	1. Drill size	<p>The Following Minimum Drills shall have to be supplied along with the Hot Tapping cum Drilling Machine:</p> <ul style="list-style-type: none"> i. 0.5" (DN: 12.7) Drill; Drill length- 150 mm (min). -04 Nos ii. 0.5" (DN: 12.7) Drill; Drill length- 565 mm(min). -04 Nos iii. 0.75" (DN: 19.0) Drill; Drill length- 150 mm (min). -04 Nos iv. 0.75" (DN: 19.0) Drill; Drill length- 565 mm (min). -04 Nos v. 1" (DN: 25.0) Drill; Drill length- 150 mm (min). -04 Nos vi. 1.25" (DN: 32.0) Drill; Drill length- 150 mm (min). -03 Nos vii. 1-7/16" (DN: 36.5) Drill; length- 187 mm (min). -03 Nos 	
I. HOLE SAW/CU TTER	1. Size	<p>The Following Minimum Hole Saws/Cutters shall have to be supplied along with the Hot Tapping cum Drilling Machine:</p> <ul style="list-style-type: none"> i. 1.25" (DN: 32.0) HOLE SAW/CUTTER-02 Nos ii. 1.5" (DN: 38.0) HOLE SAW/CUTTER-02 Nos iii. 2" (DN: 50.0) HOLE SAW/CUTTER-02 Nos iv. 3" (DN: 80.0) HOLE SAW/CUTTER-02 Nos v. 4" (DN: 100.0) HOLE SAW/CUTTER-02 Nos 	
J. CUTTER HOLDE R PILOT	1. Size	<p>The Following Minimum Cutter Holder Pilot shall have to be supplied along with the Hot Tapping cum Drilling Machine:</p> <ul style="list-style-type: none"> i. 1.25" (DN: 32.0) HOLE 	

BIDDER'S RESPONSE SHEET			
DESCRIPTI ON	OIL's Specification		Bidder's Offer
		SAW/CUTTER-02 Nos ii. 1.5" (DN: 38.0) HOLE SAW/CUTTER-02 Nos iii. 2" (DN: 50.0) HOLE SAW/CUTTER-01 No iv. 3" (DN: 80.0) HOLE SAW/CUTTER-01 No v. 4" (DN: 100.0) HOLE SAW/CUTTER-01 No	
K. Accessor ies	The item is to be supplied with all requisite accessories [including compatible optional pneumatic drive accessories , EXCLUDING the air compressor and piping] to complete a "Hot Tap" job. The item to be supplied with sturdy carrying case.		
L. CERTIFI CATES AND DOCUM ENTS TO BE FORWA RDED	1. Documen ts should be forwarde d along with the quotation s/offer:	a) Product Catalogue, Operational Literature Detailing the method of operation and Dimensional Drawings.	
	2. The following documen ts must be forwarde d along with the supply of equipme nt	a) Manufacturers certificate of authenticity. b) Unitization/Assembling Guidelines if any. c) Two sets of Operations Manual detailing the method of operation and Two sets of troubleshooting manuals. d) Two sets of SOP for Safe Operation of the Hot Tapping cum Drilling Machine. e) List of Recommended Spares along with Part Nos and Unit Price. Cost of these shall not be considered for Bid evaluation.	
NOTE: All the above mentioned document Under Clause L.2 shall have to be packed separately with a packing list and prominently labeled with OIL's Purchase order No:_____ and to be dispatched to: To, CGM- FIELD ENGINEERING OIL INDIA LIMITED, DULIAJAN- 786602, ASSAM, INDIA			

BIDDER'S RESPONSE SHEET		
DESCRIPTI ON	OIL's Specification	Bidder's Offer
M. Pre Dispatc h Inspecti on	<p>1. Pre Dispatch Inspection will be carried out by OIL's Representative at manufacturer's/supplier's premises prior to Despatch. Supplier / manufacturer shall arrange for performance test of the Drilling Machine with Manual Operation (pneumatic drive optional) in unitized condition as per specification OIL's Purchase Order without any extra cost to the Company. Supplier / manufacturer shall intimate OIL for inspection at least 20 working days in advance from the actual date of inspection due. 3. The Pre Dispatch Inspection shall be completed within 30 days receipt of Inspection call from the supplier.</p> <p>NB: In case Physical Pre Dispatch Inspection is not feasible due to Covid-19 restrictions or any other issue beyond our Control, the manufacturer/supplier should arrange for Virtual Witnessing of the performance test of the Drilling Machine with Manual Operation (pneumatic drive optional) in unitized condition as per specifications of OIL's Purchase Order.</p>	
N. PACKIN G AND TRANSP ORTATI ON	1. During transportation, the item(s) are to be suitably packed to avoid transit damage or water ingress. Packing should be sufficiently robust to withstand rough handling during transit. All items should have their respective identification tag and should be suitably packed to provide ease of handling / storage and offer maximum protection during transit.	
	2. Crates / boxes should have a list secured to the exterior wherein the items contained inside should be mentioned in addition to a duplicate list inside. The sling points on the crates should be properly indicated. Internal parts should be sprayed with a rust inhibitor and all openings should be covered with masking tapes to prevent ingress of water.	
	3. Manuals / packing cases containing electrical equipment should be lined with water proof material.	
	4. Any item found damaged during transit shall have to be replaced free of cost by the supplier.	
O. On Site Hands on Training	1. The supplier should arrange to impart a Hands on Training of the Hot Tapping cum Drilling Machine at OIL's premises at Duliajan, Assam, India to OIL's personnel.	

BIDDER'S RESPONSE SHEET		
DESCRIPTI ON	OIL's Specification	Bidder's Offer
	2. The Hands on Training should cover both Manual as well as pneumatic drive features of the Hot Tapping cum Drilling Machine.	
	3. Maintenance aspects of the Hot Tapping cum Drilling Machine should also be covered in the Hands on Training of the Hot Tapping cum Drilling Machine.	
	4. OIL shall arrange for requisite pipe line / general piping tools/air compressor for the Training. Any specific requirements for the training shall have to be clearly indicated by the Bidder during the Bidding Process.	
	5. OIL's shall only provide local transportation (ie: Inside Duliajan, Assam only) to the trainers. No food or lodging shall be arranged by OIL. To and Fro transportation of the Trainers (to and from Duliajan, Assam) shall have to be arranged by the Supplier.	
	6. The duration of the Hands on Training of the Hot Tapping cum Drilling Machine shall be at least for 04 (Four) working days.	
	7. The Quoted cost of the Hot Tapping cum Drilling Machine should be inclusive of the On Site Hands on Training.	
P. WAR RANTY	The warranty period for the Hot Tapping cum Drilling Machine and all ancillary equipment shall be a minimum of 18 months from the date of dispatch / shipment or 12 months from the date of completion of the Hands on Training (as detailed under Clause No-O above) of the equipment whichever is earlier. Any defects in the equipment during warranty period shall be replaced by the supplier at their own cost without an extra charge to OIL .	

AB: SPECIAL NOTES:

N/A.

AC: GENERAL NOTES:

1.0 The Bidder should indicate the dimensions and weight of the offered items, the name of the manufacturer, the country of origin, Local content and place of dispatch of the materials.

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

3.0 Bidder to sign and submit completely filled up Technical Checklist Annexure - F.

4.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% (for indigenous bidder) will be applicable as per Govt. Policy in vogue.

5.0 Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 1 month prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.

6.0 Bidder to categorically confirm under which policy i.e. PP-LC or MSME or DPIIT-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's declaration of availing of PP-LC or MSME policy only.

7.0 OIL's Reference No. PR = 1422344.

8.0 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.

9.0 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.

10.0 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.

*******END OF ANNEXURE – A*******

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC) -

BID REJECTION CRITERIA (BRC):

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders, without which the same will be considered as non-responsive and rejected.

(A – BRC TECHNICAL)-

1.0 Qualification criteria:

1.1 The bidder shall be an Original Equipment Manufacturer (OEM) of the tendered item(s).

OR

1.2 An authorized agent / dealer / distributor / supply house of an OEM of the tendered item(s) having valid authorization letter / dealership certificate with warranty/ guarantee back up from the principal (OEM).

Copy of authorization letter / dealership certificate with warranty/ guarantee back up from the principal (OEM) shall be submitted along with the technical bid.

2.0 Experience:

2.1 The bidder shall have experience of successful execution of past supply for minimum 1 No. of HOT TAPPING MACHINE of same or higher specification as specified in the tender in last 5 years preceding the original bid closing date of the tender, to any Oil & Gas Industry or service provider to an E&P company.

2.2 The bidder shall submit documents in support of his previous supply experience as applicable under clause 2.1 as follows:

i) Copy of Purchase Order(s)/Contract document(s), And
ii) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) –

- Completion report / performance certificate from the clients.
- Bill of lading.

- Delivery challan / invoice etc.
- Any other documentary evidence that can substantiate the successful execution of each of the Purchase Order(s) / contract(s) cited above.

Note:

a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.

b) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.

B. BRC -FINANCIAL:

- 1.0 **Annual Turnover** - The bidder shall have annual financial turnover of minimum **INR 13.40 Lakhs** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.
- 2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just proceeding to the original Bid Closing Date of the Tender.
- 3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/ accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking (**ref. Proforma-6**) certifying that 'the balance sheet/Financial Statements for the preceding financial year has actually not been audited so far'.

Note:

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

- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, then the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.
- 5.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:
 - i) Turnover of the parent/ ultimate parent/ holding company should be in line with Para 1.0 above.
 - ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with Para 2.0 above.
 - iii) Corporate Guarantee (as per Proforma-8) on parent / ultimate parent/ holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them.
 - iv) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company.

.....

PROFORMA – 6

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

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

Tender No.: _____

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

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

Place :.....

Date :.....

Signature of the authorized signatory

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

PROFORMA - 7

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTARD ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

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

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

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

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

PROFORMA – 8

PARENT/ 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 atherein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

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

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the

Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

***** **END OF ANNEXURE – B** *****

ANNEXURE-F

TECHNICAL & COMMERCIAL CHECK LISTS

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

A) TECHNICAL CHECKLIST:

N/A

B) COMMERCIAL CHECKLIST:

<u>Sl#</u>	REQUIREMENT	COMPLIANCE
1.0	Whether quoted as manufacturer?	Yes / No
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	Yes / No
2.1	If quoted as OEM Dealer / Supply House. (a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	Yes / No
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
2.3	Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.	Yes / No
2.3.1	Name and details of the Oil & Gas Industry or service provider to an E&P 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.	
2.3.2	Whether submitted the profile and other documents of Oil & Gas Industry or service provider to an E&P company for verification (viz. Annual reports, Memorandum of Association, Article of Association	Yes / No

	etc.)	
3.0	As per BRC clause 8.0, whether you have submitted the self-certification regarding domestic value addition in Iron & Steel products.	
4.0	Whether you have submitted certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made.	
4.1	Name of Manufacturer.	
4.2	Place of Despatch.	
5.0	Local content amount and percentage. Details of locations at which the local value addition is made.	
6.0	Whether you are quoting under PP-LC or MSME policy.	
7.0	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.	
9.0	Whether any Deviations have been taken by bidder.	
