



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

**Materials Department  
(Rajasthan Project)**  
02-A, District Shopping Centre,  
Saraswati Nagar, Basni  
Jodhpur – 342 005  
Rajasthan, India.  
Phone -0291-2729472  
Fax : 0291-2727050  
e-mail: bhavik\_mody@oilindia.in

**TENDER NO. SJG1837P20**

**Date: 30.06.2019**

**INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM**

Dear Sirs,

OIL invites Bids for the supply of **Retainer Packer** through its e-Procurement site under **International Competitive Bidding (ICB) - Single Stage Two Bid System**. The bidding documents and other terms and conditions are available at Booklet No. MM-RP-GLOBAL-E-01-2005. The prescribed Bid Forms for submission of bids are available in the tender document folder.

The general details of tender can be viewed by opening the RFx [Tender no.] under RFx and Auctions page. The details of items tendered can be found under Item tab and details can be found under Technical RFx.

The tender is invited with firm price for the specified quantity. Further details of tender are given in Rfx Parameters → Technical Attachments as **ANNEXURE IA**.

**THE TENDER WILL BE GOVERNED BY:**

- a) "General Terms & Conditions" for e-Procurement as per Booklet No. MM-RP-GLOBAL-E-01-2005 for E-procurement (ICB Tenders).
- b) Technical specifications, Quantity and Notes for the **Retainer Packer** as per **Annexure – IA**.
- c) The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty during import will be applicable. Indigenous bidder shall be eligible for Deemed Export Benefit / Concessional IGST against this purchase. Details of Deemed Export Benefit are furnished vide MM/RP/GLOBAL/E-01/2005 enclosed.
- d) 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 "*Annexure-CA certificate*". The same must be submitted along with the bid.

**SPECIAL NOTE:**

- 1.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and due date to **CGM (Services), Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar,**

**District Shopping Centre, Basni, Jodhpur-342005, Rajasthan** on or before the Bid Closing Date mentioned in the Tender.

- a) Original Bid Security.
- b) Detailed Catalogue.
- c) Any other document required to be submitted in original as per tender requirement.

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

- 2.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 3.0 OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website [www.oil-india.com](http://www.oil-india.com). The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 4.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.
- 5.0 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. No price should be quoted in techno-commercial bid.
- 6.0 The "PRICE BID" must be strictly as per the price format provided with the e-tender portal under "Conditions" tab.
- 7.0 Please refer Annexure-IB for BEC/BRC applicable against this tender. Please ensure compliance to BEC/BRC and submit requisite documentation, failing which offer may be liable for rejection.
- 8.0 Bidder are advised to fill up the Technical bid check list and Response sheet as per given format along with the tender documents.
- 9.0 Please refer "**E-Tender User Manual**" document for help on system settings and procedure to upload technical and price bids.

- 10.0 Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- 11.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 12.0 Bidders to take special note of the following conditions:
- 12.1 Against Bid Security/EMD/Performance Bank Guarantee – Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.
- 13.0 Attention about GST: Please ignore the details given about the taxes, duties & levies in anywhere in Tender documents which is not applicable now after implementation of GST with effect from 01.07.2017. Others all terms and condition remains same. Referred annexure for GST uploaded under Technical bid.
- 14.0 **Bidders to categorically fill up undertaking as per format provided vide Annexure-X and submit the same along with their bid.**
- 15.0 For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(Bhavik Mody)  
Manager (M&C)  
Rajasthan Project, Jodhpur, Rajasthan

OIL INDIA LIMITED  
 (A Govt. of India Enterprise)  
 Rajasthan Project,  
 02-A, SARASWATI NAGAR,  
 DISTRICT SHOPPING CENTRE, BASNI  
 JODHPUR- 342005,  
 RAJASTHAN, INDIA

Fax-0291 2727050  
 Ph-0291 2727048  
 Email: mat\_rp@oilindia.in

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Tender Fee : INR 0.00 OR USD 0.00  
 Bid Security Amount : INR 104,000.00 OR USD 1,490.00  
 (or equivalent Amount in any currency)

**Bidding Type : Single Stage Two Bid System**

Bid Closing On : 13.08.2019 at 11:00 hrs. (IST)  
 Bid Opening On : 13.08.2019 at 15:00 hrs. (IST)

Performance Guarantee : Applicable @10% of PO value

OIL INDIA LIMITED invites Global tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 99056626	1. Wireline set Retainer Packer assembly for 5 ½# O.D. , 20ppf , L-80 ( 13% Cr ) casing.- 2 Set. 2. LTSA with seal bore extention to run with 2 7/8# O.D., L-80 (13% Cr) tubing .- 2 Set. 3. Wireline adopter / Setting tool for above.- 1 Set. 4. Redress kit / Seal stack for LTSA - 2 Set. Service Conditions: The packer assembly is required for gas well completion service having following features: # Casing size 5 ½# O.D., 20ppf, Fox thread , L-80 ( 13% Cr ). # Tubing Size : 2 7/8# O.D. , Non-upset, 8RD Fox thread , L-80 ( 13% Cr). LTSA to be supplied with 2 7/8# EUE female thread at the top. OIL will arrange for Cross over to connect the LTSA with Non upset tubing. # The wells will produce Natural gas containing up to 32% Carbon di-oxide, 30-35% Nitrogen and the rest Hydro carbon along with formation water of salinity up to 94000 ppm.The packer and LTSA material and metallurgy should be suitable for this environment. # Gas production up to 120,000 SCMD. # Liquid ( Gas condensate & Formation water ) Production rate up to 100 KLPD. # Static BHP 200 Kg/cm2. # Down hole Temperature 92 deg C. # Packer setting Depth ,Minimum 1500 M , Maximum2500 M.	10	NO

**Standard Notes: BIDDER TO QUOTE THEIR BEST DELIVERY PERIOD.**

1) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e- Tender portal within the Bid Closing Date and Time stipulated in the

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e-Tender. The "TECHNO-COMMERCIAL UNPRICED BID" is to be submitted as per Scope of Work & Technical Specification of the tender and "PRICED BID" as per the Price Bid format under "Conditions" tab.

2) In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID" should contain details as mentioned in the technical specifications as well as BEC/ BRC. **No price should be given in above Technical bid otherwise the offer will be rejected.** Please go through the help documents in details before uploading the document and ensure uploading of technical bid as per the instructions. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. The prices of the items should be quoted in the Price Bid format under "Conditions" tab.

3) Bid should be valid for **minimum 120 days** from bid closing date, failing which offer shall be rejected.

4) The original bid security (Amount is mentioned above and also in Rfx Parameters of the tender in OIL's e-portal) should reach us before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the Technical RFX Response as per clause 9.8 of Section A General Terms and conditions for Global Tender (MM/RP/GLOBAL/E-01/2005). The bid security shall be valid up to **13.03.2020**. Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.

Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bid security to OIL's order/contract issuing office or upload the same on OIL's e-tender portal.

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

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

The above message / intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

5) Performance Security @10% of order value is applicable against this tender. Please refer clause 10.0 of Section A of General Terms and conditions for Global Tender (MM/RP/GLOBAL/E-01/2005).

Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Performance Bank Guarantee to OIL's order/contract issuing office.

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

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

The above message / intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

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6) PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TECHNICALLY ACCEPTABLE. THE TECHNICALLY ACCEPTABLE BIDDERS WILL BE INFORMED BEFORE OPENING OF THE "PRICED BID".

7) Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises(MSE) in the tender is furnished vide General Terms and Conditions for Global Tender (MM/RP/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.

8) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

9) General terms and conditions of Global tender (document MM/RP/GLOBAL/E-01/2005) is enclosed.

10) The Integrity Pact is applicable against this tender. Therefore, please attach the Integrity Pact document duly signed along with your quotation as per BRC. The name of the OIL's Independent External Monitor at present are as under:

1. SHRI RAJIV MATHUR, IPS (Retd.),  
E-mail : rajivmathur23@gmail.com
2. SHRI SATYANANDA MISHRA, IAS(Retd.)  
E-Mail ID : satyanandamishra@hotmail.com
3. SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC  
E-Mail id : jagmohan.garg@gmail.com

11) GST (Goods & Service Tax) will be cost loaded as quoted and in line with provisions of the bidding document. Any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders. For GST clause please refer Annexure-GST.

12) Price should be maintained as per the Price Bid format under "Conditions" tab only. The price quoted in the as per the price format under "Conditions" tab will only be considered.

13) Purchase Preference on Local Content is applicable against this tender. Please refer the Special Notes in this document for the applicable clause.

14) For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to

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sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

15) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>.

16) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

17) MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

18) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.

**Special Notes : Special Terms & Conditions:**

1. Bidder shall clearly specify the model no. of the quoted packer & shall submit technical literature along with the quotation which must have the following information:

- i) Cross Sectional Drawing of the Packer.
- ii) Dimensional information of the Packer
- iii) Specification guide for the quoted model of the Packer.
- iv) Packer setting & releasing mechanism.

2. Make, Model and Purchase Order No. must be die-stamped on the body of the each packer.

3. Seal bore extension will be required below the packer for sealing of long locator tube seal assembly (LTSA). Minimum length : 6 ft, Minimum ID same as packer ID.

**Purchase preference policy (linked with Local Content)(PP-LC)**

a) Ministry of Petroleum & Natural Gas, Government of India implemented PP-LC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd. 25.04.2017.

b) As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest

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techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. Bidders seeking Purchase preference (linked with Local Content)(PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide MOPNG notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).

c) In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

d) Price Break-up: The bidder shall provide break up of "Local component" and "Imported Component" along with their price bid.

e) Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:

"We \_\_\_\_\_ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_."

f) Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):

"We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL's tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder).

g) Failure to submission of documents as mentioned in a), b) & c) above will be treated as "Calculation of LC is not verifiable, the value of LC of the said component shall be treated as NIL" and hence will not be eligible for PP-LC.

h) At the time of bidding, the bidder has to confirm in their bid for submission/complying the following in the event of order:

1) In case of procurement of goods under PP-LC, the LC content may be calculated by the supplier and the verification of the procurement of goods, service shall be carried out by a Statutory Auditor engaged by the bidder.

2) The supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met, issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured.

3) The local content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied



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cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

i) A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price. View this, the supplier shall confirm in their bid for submission of PBG (PBG-PPLC) of 10% of the contract value which shall be valid throughout the execution of the contract (format as provided vide the notification). This PBG-PPLC is in addition to the PBG, which is required to be submitted by the successful bidder as per OIL's general terms & condition. Bidders to provide an undertaking complying to the submission of additional PBG along with their bid, in case of availing PPLC benefit.

j) Bidders should note that PP - LC shall not be available in case of procurement of goods / services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP).

**BG CONFIRMATION**

Please advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee to OIL's order/contract issuing office.

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

(i) "MT 760 / MT 760 COV for issuance of bank guarantee

(ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message / intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003.

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

**FOR RETAINER PACKER**

In addition to the General Terms and Conditions for Global Tender, the following BEC / BRC criteria will be applicable against this tender:

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

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

**A. BID REJECTION CRITERIA (BRC):**

**1.0 BRC Technical**

**1.1 Bidder's Qualification**

The bidder shall be an Original Equipment Manufacturer (OEM) having experience in manufacturing of Retainer Packers as per API specification indicated in the tender or more.

OR

The bidder shall be an authorized dealer of OEM.

**1.2 Bidder's Experience:**

In case, the bidder is an Original Equipment Manufacturer (OEM)-

1.2.1 The bidder shall be a Manufacturer of Retainer Packers and shall be in the business of manufacturing such Packers continuously for the last 5 years as on Bid Closing Date of this tender. Documentary evidence in the form of valid API certification in the period of last five (5) years from the Bid Closing Date shall be submitted by the bidder.

1.2.2 In case the bidder is a Manufacturer of the offered item, the bidder shall have the credential of successful execution of at least single order not less than 50% of the tender quantity of Retainer Packer of similar specifications in last 5 years to any E&P Company. The bidder should submit documentary evidence for above with performance record along with the technical bid. For this purpose, the period reckoned shall be the period prior to the date of opening of the technical bid.

In case the bidder is not a manufacturer but an authorized dealer of OEM, the following criteria shall be met by the Bidder:

- 1.2.3 The Bidder shall confirm supply of Retainer Packer Assembly as per API specification from Manufacturer (OEM) of Retainer Packer Assembly who meets the qualification requirements stipulated under clauses 1.2.1 & 1.2.2 above.
- 1.2.4 Bidder shall enclose an Authorization Certificate with back up Warranty & Guarantee from the OEM to quote against this tender.
- 1.2.5 The bid shall be rejected in case of any change of the proposed OEM after submission of the bid.
- 1.2.6 The bidder shall have the credential of successful execution of at least 1 (one) order not less than 50% of the tender quantity of Retainer Packer Assembly as indicated in the tender or more against the order during the currency of last 5 years preceding from the bid closing date of this tender to any E&P Company. The bidder should submit documentary evidence for above with performance record along with the technical bid. For this purpose, the period reckoned shall be the period prior to the date of opening of the technical bid.
- 1.2.7 However, the clauses 1.2.2 & 1.2.6 related to Bidder's experience criteria will be not applicable for bidders or their Principal who have successfully executed order of OIL for supply of Retainer Packer Assembly as per API specification. In such case, the bidder has to categorically mention the Purchase orders of OIL executed by them.
- 1.2.8 Supporting Documents:
- a) Possession of a supply order without complete execution or partially completed order will not be considered as previous experience of the bidder with respect to the Bidder's Experience criteria.
  - b) In support of the experience as noted in paras 1.2.1, 1.2.2 and 1.2.6 above, the bidder shall submit the following documents:
    - i) Copy of the Purchase Order
    - ii) Performance report from the clients.
  - c) In support of clause nos. 1.2.1, 1.2.3 and 1.2.4 certificate copies shall be enclosed.

## 2.0 **FINANCIAL CRITERIA:**

- 2.1 The bidder shall have an annual financial turnover of minimum INR 25.96 Lakh or US\$ 37,129.00 during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not.
- 2.2 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.
- 2.3 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 certifying that the balance sheet/Financial Statements for the financial year..... (as the case may be) 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 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 ANNEXURE-A.

OR

ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

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.

2.4 In case the Audited Balance sheet and Profit 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 & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

**3.0 COMMERCIAL CRITERIA:**

3.1 Bids are invited under Single Stage Two Bid System. Bidders shall quote accordingly under Single Stage Two Bid System. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices which shall be kept blank. The "Priced Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.

3.2 Bid Security in ORIGINAL shall be furnished by the Bidder as a part of their TECHNICAL BID. The amount of Bid Security and its validity shall be as specified in the Bid Document. Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration. A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

For exemption for submission of Bid Security please refer Bid security clause under Amendments of “General Terms & Conditions” for E-procurement (ICB Tenders).

- 3.3 Validity of the bid shall be **minimum 120 days** from Bid closing date. Bids with lesser validity will be straightway rejected.
- 3.4 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 3.5 Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.
- 3.6 Bidders shall quote directly and not through Agents in India. Offers made by Indian Agents on behalf of their foreign principals will be rejected. Similarly offers from unsolicited bidders will be rejected.
- 3.7 Bids containing incorrect statement will be rejected.
- 3.8 No offers should be sent by E-mail or Fax. Such offers will not be accepted.
- 3.9 Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of twelve (12) months from the date of receipt and acceptance thereof or 18 months from the date of despatch whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier's expenses and no extra cost to OIL.
- 3.10 Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. The Performance Bank Guarantee must be valid for one year from the date of successful commissioning. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.
- 3.11 The Technical Bid should be submitted/uploaded along with Integrity Pact duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 3.12 A bid shall be rejected straightway if it does not conform to any one of the following clauses:
  - (a) Validity of bid shorter than the validity called for in the Tender.
  - (b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.

(c) Bid Security with (i) validity shorter than the validity called for in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

(d) In case the Party refuses to sign Integrity Pact.

3.13 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- i) Liquidated Damages
- ii) Guarantee of material
- iii) Arbitration / Resolution of Dispute
- iv) Force Majeure
- v) Applicable Laws
- vi) Performance Security

**B. BID EVALUATION CRITERIA:**

The bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria shall be considered for further evaluation as per General Terms and Conditions for Global Tender and the Bid Evaluation Criteria given below:

- 1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender / e-tender portal.
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.0 To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made strictly as per online Price bid format, subject to corrections / adjustments, if any.
- 5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

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## **ANNEXURE**

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

\*Rate of Conversion (if used any): USD 1.00 = INR.....

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

\* Applicable only for GLOBAL tenders.

**Format of undertaking by Bidders towards submission of authentic information/documents  
(To be typed on the letter head of the bidder)**

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

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref:** Your tender No. \_\_\_\_\_ **Dated** \_\_\_\_\_

To,  
The HOD-Materials  
Materials Deptt,  
OIL, Duliajan

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

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)



## **ANNEXURE - GOODS AND SERVICES TAX**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies except GST. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. **When Input tax credit is available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

**When Input tax credit is NOT available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
7. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.