Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6167934
Dated/दिनांक : 25-04-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-05-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-05-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
क्रेता ईमेल/Buyer Email	con8.mpng.as@gembuyer.in
Total Quantity/कुल मात्रा	34
Item Category/मद केटेगरी	API 6D Gate Valve, Size: 4" X 600 CLASS , API 6D Gate Valve, Size: 6" X 600 CLASS , API 6D Gate Valve, Size: 8" X 600 CLASS
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	API 6D GATE VALVE, SIZE:8"X600 CLASS
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	API 6D Ball Valves, Copper Alloy Gate Valve for Waterworks Purpose as per IS 778, CS Gate Valve As Per API 602, Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014, Swing Check Type Reflux Valves for Water Works Purposes (Single Door Pattern) (V2) as per IS 5312 (Part1), Butterfly Valve (as per API Std. 609), Knife Edge Gate Valve, Modular Toilet
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• PISTOL GRIP PNEUMATIC DRILL GUNS
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	API 6D Gate Valve, Size: 4" X 600 CLASS
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	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
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	ICICI
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	152000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	204000
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	33000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	22

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी 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 : ICICI BANK LTD, Branch Name :Duliajan, IFSC Code ICIC0000213, Unique identifier code (Field 7037) : OIL503988890, Company name : Oil India Limited Type of Account :Current
(Gm Fa)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy

for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
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.
4. **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.

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	Api 6d Gate Valve, Size: 4" X 600 Class	16
Schedule 2	Api 6d Gate Valve, Size: 6" X 600 Class	16
Schedule 3	Api 6d Gate Valve, Size: 8" X 600 Class	2

API 6D Gate Valve, Size: 4" X 600 CLASS (16 pieces)

(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)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download

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	Ratandeep Gogoi	786602,Oil India Limited, Duliajan, Assam	16	180

API 6D Gate Valve, Size: 6" X 600 CLASS (16 pieces)

(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)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download

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	Ratandeep Gogoi	786602,Oil India Limited, Duliajan, Assam	16	180

API 6D Gate Valve, Size: 8" X 600 CLASS (2 pieces)

(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)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download

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	Ratandeep Gogoi	786602,Oil India Limited, Duliajan, Assam	2	180

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Technical Specification View	Technical Specification	API 6D Gate Valve, Size: 4" X 600 CLASS(16),API 6D Gate Valve, Size: 6" X 600 CLASS(16),API 6D Gate Valve, Size: 8" X 600 CLASS(2)

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

Buyer Added Bid Specific Terms and Conditions/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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The

Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

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

Conquering Newer Horizons

MATERIALS DEPARTMENT
P.O. Duliajan, Dist. Dibrugarh
ASSAM, PIN – 786 602, INDIA

FORWARDING LETTER & INSTRUCTION TO BIDDERS

OIL INDIA LIMITED (OIL) is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Maharatna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.

In connection to its operations, OIL invites **DOMESTIC COMPETITIVE BIDS** from competent and experienced bidders through GEM portal for the items mentioned below. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through GEM portal. For your ready reference, few salient points of the Tender are highlighted below.

TENDER INFORMATION SUMMARY

1A	Bid Security	:	**Applicable** Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender i.e. valid upto 30.11.2025. ***NOTE:*** **Original Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing which the bid may be rejected.**
1B	Bid Security Declaration	:	Not Applicable
2	Performance Guarantee	:	**Applicable @ 5 % of Order value for PO value more than Rs. 10.00 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	Pre - despatch inspection	:	Applicable
9	Third party inspection (TPI)	:	Applicable – By Supplier
10	Installation & Commissioning	:	Not Applicable
11	Training	:	Not Applicable
12	Annual Maintenance Contract	:	Applicable
13	OIL's PR No.	:	1632112. FP-07 ***Quote this reference number for all correspondence with OIL.***

LIST OF ANNEXURES/PROFORMAS

ANNEXURES		
Annexure - I	:	Technical Specifications, Scope of Work, Special terms & Conditions etc.
Annexure - II	:	Price Break up
Annexure - III	:	Bid Evaluation Criteria / Bid Rejection Criteria (BEC/BRC)
Annexure - IV	:	Technical & Commercial Checklist
Annexure - V	:	General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)
Annexure - VI	:	Bid Evaluation Matrix (Technical Specification)
Annexure - VII	:	Bid Evaluation Matrix (Bid Rejection Criteria)
Annexure - VIII	:	Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP)
Annexure - IX	:	General Conditions of Contract *(For all services to be rendered including AMC)*
PROFORMAS		
Proforma - A	:	Format for undertaking towards compliance of Financial Criteria
Proforma - B	:	Format for Annual Turn Over and Net Worth Certificate
Proforma - C	:	Format for Corporate Guarantee towards Financial Standing
Proforma - D	:	Format for Integrity Pact
Proforma – E(I), E(II), E(III)	:	Formats for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India
Proforma - F	:	Format for Performance Security
Proforma – G A	:	Format for Bid Security
Proforma – G B	:	Format for Bid Security Declaration
Proforma - H		Format for undertaking towards submission of authentic information/ documents
Proforma - I		Format for Authorization letter For attending Tender Opening
Proforma – J		Format for Exception / Deviation
Proforma – K		Format for Undertaking For Local Content
Proforma - L		Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)
Proforma – M		Format for Bidders financial standing
Proforma – N		Format for declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation

ANNEXURE – I

TECHNICAL SPECIFICATION/SCOPE OF WORK/SPECIAL TERMS & CONDITIONS

Item No	**Item Description**	Total Qty (In Nos)
1	API 6D Gate Valve, Size : 4" X 600 CLASS	16
2	API 6D Gate Valve, Size : 6" X 600 CLASS	16
3	API 6D Gate Valve, Size : 8" X 600 CLASS	2

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**
	Item 1 - 101.6 MM NB(4") X 600 CL API 6D Gate Valve, Qty = 16 Nos. Hand wheel operated API 6D, through conduit, Rising Stem Gate Valve complete with necessary companion flanges and RTJ gasket and stud, bolts & nuts etc. as per specification. Size : 101.6mm NB (4") Rating : ANSI 600 class DETAILED SPECIFICATIONS AND REQUIREMENTS : Gate valve, full opening through conduit design as per figure no. 1 & 2 illustrated in API 6D specification, 22nd Edition (or Latest edition) complete with companion flanges and necessary ring joint gaskets and stud bolts & nuts etc. (as per specification), suitable to pass pigs, scrapers & spheres, for oil field (sweet) services, double disc / slab, parallel sliding gate, back seating arrangement to enable replacing the stuffing box under pressure, rising stem type with hand wheel on vertical axis. Both ends flanged as per ANSI B-16.5 with RTJ gasket. Valves shall be provided with pressure relief fittings and thrust bearing in the yoke for reducing torque. Face to face dimension as per ANSI B-16.10 valve testing as per API specifications 6D. The valves to be supplied with necessary companion flanges, RTJ gasket, Stud & Nuts etc. Material of Construction :	

	a) Body & Bonnet : Cast carbon Steel (ASTM A-216, Gr. WCB). The casting must be of radiographic quality. b) Gate & segment : AISI 410 510 S/S Nitrohardened, with HF-7 Molybdenum Disulfide coating). c) Stem : AISI 410 S/S with HF-7 (Molybdenum Disulfide coating) ASTM A182 Gr.6 Fa d) Seats : AISI 410 S/S, Nitrohardened / ASTM A 182 Gr. F 6a with PTFE insert e) Back Seat Bush : AISI 410 S/S. f) Handwheel : Cast Carbon Steel (ASTM A-216 Gr. WCB) g) Gland packing : Chevron Rings with injectable Teflon Filament. h) Gland Nut : AISI 410. i) Yoke : NI-Resist j) Bonnet Stud : ASTM A 193 Gr. B7. k) Bonnet Nut : ASTM A 194 Gr. 2H. l) Spring : Inconel - X750.	
	Item 2 - VALVE,GATE,API 6D, 6"X600 CLASS, Qty = 16 Nos. Hand wheel operated API 6D, through conduit, Rising Stem Gate Valve complete with necessary companion flanges and RTJ gasket and stud, bolts & nuts etc. as per specification. Size : 150 mm NB (6") Rating : ANSI 600 class DETAILED SPECIFICATIONS AND REQUIREMENTS : Gate valve, full opening through conduit design as per figure no. 1 & 2 illustrated in API 6D specification, 22nd Edition (or Latest edition) complete with companion flanges and necessary ring joint gaskets and stud bolts & nuts etc. (as per specification), suitable to pass pigs, scrapers & spheres, for oil field (sweet) services, double disc / slab, parallel sliding gate, back seating arrangement to enable replacing the stuffing box under pressure, rising stem type with hand wheel on vertical axis. Both ends flanged as per ANSI B-16.5 with RTJ gasket. Valves shall be provided with pressure relief fittings and thrust bearing in the yoke for reducing torque. Face to face dimension as per ANSI B-16.10 valve testing as per API specifications 6D. The valves to be supplied with necessary Stud & Nuts etc. Material of Construction : a) Body & Bonnet : Cast carbon Steel (ASTM A-216, Gr. WCB). The casting must be of radiographic quality. b) Gate & segment : AISI 410 510 S/S Nitrohardened, with HF-7 Molybdenum Disulfide coating).	

	c) Stem : AISI 410 S/S with HF-7 (Molybdenum Disulfide coating) ASTM A182 Gr.6 Fa. d) Seats : AISI 410 S/S, Nitrohardened / ASTM A 182 Gr. F 6a with PTFE insert. e) Back Seat Bush : AISI 410 S/S. f) Handwheel : Cast Carbon Steel (ASTM A-216 Gr. WCB). g) Gland packing: Chevron Rings with injectable Teflon Filament. h) Gland Nut : AISI 410. i) Yoke : NI-Resist. j) Bonnet Stud:ASTM A 193 Gr. B7. Bonnet Nut: ASTM A 194 Gr. 2H. k) Spring : Inconel - X750.	
	Item 3 - VALVE,GATE,API 6D, 8"X600 CLASS, Qty = 2 Nos. Gate valve, hand wheel operated with gear box, rising stem, bolted bonnet, double disc / slab parallel sliding gate, full opening through conduit design as per figure no. 1&2 illustrated in API 6D specification (latest edition), suitable to pass pigs, scrapers & spheres, for oil field (sweet) services, with back seat arrangement to enable replacing the stuffing box under pressure, with pressure relief fittings and thrust bearing in the yoke for reducing torque, valve tested as per API 6D specification, with locking devices to lock the valve either in full open or in full close position, face to face dimension as per ANSI B-16.10, RTJ flange ended as per ANSI B-16.5, complete with necessary RTJ companion flanges (Weld Neck), RTJ gasket, Stud & Nuts. Size : 200 mm NB (8") Rating : ANSI 600 class MATERIAL OF CONSTRUCTION: a) Body & Bonnet : Cast carbon Steel (ASTM A-216, Gr. WCB or WCC). The casting must be of radiographic quality. b) Gate & segment : AISI 410 or 510 SS, Nitrohardened, with HF-7 (Molybdenum Disulfide coating). c) Stem : AISI 410 SS with HF-7 (Molybdenum Disulfide coating) / ASTM A182 Gr.6 Fa d) Seats : AISI 410 SS, Nitrohardened / ASTM A 182 Gr. F 6a with PTFE insert e) Back Seat Bush : AISI 410 SS. f) Yoke : ASTM A-216, Gr. WCB or WCC. NI-Resist g) Gland packing : PTFE/ RPTFE or equivalent packing rings with molded flexible graphite injectable filament. h) Gland Nut : AISI 410 SS. i) Bonnet Gasket : AISAI 304 SSl with flexible graphite wounded j) Bonnet Stud : ASTM A 193 Gr. B7. k) Bonnet Nut : ASTM A 194 Gr. 2H. l) Seat Spring : Inconel - X750. m) Handwheel : Cast Carbon Steel (ASTM A-216 Gr. WCB) n)Bevel Gear : ASTM A 216 Gr. WCB SIZE & RATING Size : 200mm (8") NB Class : 600 Class.	

AB	SPECIAL TERMS AND CONDITIONS.	
1.	The bidder shall confirm that the goods, materials to be supplied shall be new, of recent make, of the best quality & workmanship. The bidder shall confirm that the materials shall be guaranteed for a period of 18 months from the date of despatch or 12 months from the date of receipt at destination, whichever is earlier, against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on FOR destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good not-withstanding inspection, payment for and acceptance of the goods.	
2.	Valves shall be suitable to operate at high temperature and in oil & gas environment.	
3.	Valve shall be suitable for either buried or above ground installations.	
4.	Operating devices shall be designed for easy operations of valve under maximum differential pressure corresponding to the valve rating. Manufacturer shall indicate the torque required to operate the valve at the risk of the handle wheel and also the number of turns of hand wheel required for operating the valve from full open to full close position.	
5.	Valve shall have locking devices to be locked either in full open or in full close position. Locking devices shall be permanently attached to the valve operator and shall not interfere with operation of the valve.	
6.	Valve design should be as per API 6D and shall conform to API 6FA Standard for fire safe design. Copy of valid API 6D certificates shall be submitted along with the technical bid.	
7.	Valve body & bonnet shall be manufactured in / procured from EIL/ Lloyds approved foundries. The foundry certificate shall be provided along with the material supply.	
8.	Valve body & bonnet shall be made from radiographic quality casting as per API 6D Standard. The radiographic films shall be provided along with material supply.	
9.	All materials of components of the valves should conform to & tested as per API 6D Standard. Test certificates of chemical & mechanical properties of raw materials used shall be provided along with material supply.	
10.	The following pressure tests for each valve must be carried out in line with API 6D specification: i) Stem back seat test ii) Hydrostatic Shell test. iii) Hydrostatic seat test. iv) Testing of drain, vent & sealant injection line	
11.	Hydraulic and air test etc. shall be carried out for each valve as per API 6D Standard only with kerosene or water with suitable inhibitor to prevent corrosion. After hydraulic testing, valves shall be properly dried and inside & internal parts of each valve shall be properly greased. The hydraulic test certificates shall be provided along with material supply.	

12.	The valves shall bear API monogram and the following permanent marks- (i) Manufacturer's Name (ii) Valve size (iii) Pressure Rating (iv) Serial No. (v) OIL's Purchase Order no.	
13	THIRD PARTY INSPECTION (TPI): a) Supplier 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 supplier. Supplier shall include the cost of Third Party Inspection in the GEM price schedule. b) Third party inspection of items will be carried out by any of the TPI agencies indicated below. 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 c. The Scope of Third Party Inspection will be as below and TPI certificates shall be submitted along with material supply.	

13.1	**Scope of Third Party Inspection will be as below.** i) To carry out stage wise inspection from procurement of raw materials to assembly to ensure that proper technique and procedure as per Purchase order and relevant API specification are followed by the manufacturer. ii) To review necessary chemical & mechanical test to ensure to ensure that different components of the valve conform to purchase order & relevant API specification fully. iii) To review heat number wise foundry certificates of castings in order to ensure that the materials used are as per purchase order. iv) To ensure that valve body castings are manufactured in / procured from foundries approved by M/s EIL or M/s Lloyds. v) To review and certify the radiographs all the valves to ensure that casting of body & bonnet of valve are of radiographic quality. (Radiographic films are to be supplied to OIL along with the valves supply). vi) Radiography of 10%. of valves randomly selected against each item shall be witnessed & reviewed by Inspection Agency and it shall be documented properly. (Radiographic films are to be supplied to OIL along with the valves supply). vii) To witness / carry out hydraulic, pneumatic test for the body and seat on each specified valve as applicable in the relevant standard. Only kerosene or water with suitable inhibitor to prevent corrosion shall be used for hydraulic testing. viii) To ensure that the valves inspected are fully embossed as per purchase order. ix) To carry out visual & dimensional inspection to ensure that the valves are manufactured as per approved drawing. x) To document, review & issue all inspection certificates to be provided along with material supply. xi) Successful Bidder / Supplier shall submit QAP to this effect.	
14	Both ends of each valve should also be provided with protective rubber / plastic caps, securely attached to the valves to prevent entry of foreign material during transportation and storage.	
15	Valve body shall be thoroughly cleaned & painted with suitable anti-corrosive paint.	
16	Valve shall be suitably protected to avoid any damage during transit or storage.	

17	The following documents shall be supplied along with the material supply. i) Test certificate of the chemical & mechanical properties of the materials used for manufacturing the valve including trim materials as per order specification and API standard. ii) Test certificate of hydraulic test complete with records of timing and pressure of each test. iii) Certificate conforming to radiographic quality casting of the valves along with the radiographic films. iv) All other test reports and certificates as required by purchase order and API 6D & API 6FD Standard. v) Guarantee / Warranty certificate on the supplied product.	
18	The Bidder to submit attached Technical Evaluation Sheet along with technical bid as below. Annexure-I: Technical Evaluation Sheet for technical specification Annexure-II: Technical Evaluation Sheet for special terms & condition Annexure III: Technical Evaluation Sheet for BRC/BEC.	
19	In case the bidder has satisfactorily executed development order (i.e. including satisfactory inspection and Field Trial Testing) for similar valves of each of tendered item of same or higher working pressure AND same or higher sizes in the past in OIL/ONGCL, then the bidder does not have to satisfy past supply experience criteria of BEC /BRC in OIL provided the specification of items matches to that of OIL.	
AC	GENERAL NOTES:	
1.	The items shall be brand new, unused & of prime quality. Also, the party has to confirm to provide warranty that the product supplied will be free from all defects & fault in material, workmanship & manufacturing and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of receipt/ commissioning. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. The bidder must confirm the same while quoting.	
2	Make & Model to be quoted compulsorily for the items. Bidder should forward relevant Catalogue, Drawing, and Literature (in printed form only) indicating the quoted items along with the technical bid.	
3.	The Bidder shall submit their bid in tabular form as per Annexure – I: Technical Specification & Annexure – III: Bid Rejection Criteria above.	
4.	**PAYMENT TERMS –** 100% of material cost shall be paid within 30 days of receipt and acceptance.	
5.	Bidder to sign and submit completely filled up Technical Evaluation Matrix for Bid evaluation criteria and Technical specification.	
6.	Bidder should categorically confirm in the technical bid to deliver the items as per delivery schedule mentioned in the tender.	

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BB: **PRE-BID CONFERENCE:** 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"

Item no.	Item Description	Qty	Unit Price including GST (In Rs)	Applicable GST rate

****

B) PRICE BREAK UP OF ITEMS WHOSE COST IS NOT TO BE INCLUDED IN "GEM PRICE SCHEDULE"

Item no.	Item Description	Qty	Unit Price including GST (In Rs)	Applicable GST rate

Notes:

1. ***Price break-up to be provided as above, if asked for in the tender.***
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 REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

The bids shall in general conform to the specifications and terms and conditions given in the tender. Bids shall be rejected in case the goods offered do not conform to the required minimum/maximum 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 bids, without which the same will be considered as non-responsive and be rejected.

Clause No	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)
A.1	**BRC TECHNICAL**:	
A	**TECHNICAL CRITERIA: Bidder must meet the following criteria failing which the bid shall be rejected:**	
1.0	**Qualification Criteria:**	
1.1	The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item/equipment or a sole selling agent / authorized distributor / authorized dealer / authorized supply house/ wholly owned subsidiary company of an Original Equipment Manufacturer (OEM) of the tendered item /equipment.	
1.2	The original equipment manufacturer (OEM) of tender item /equipment must be having valid relevant API certificates holding continuously for last 05 years from original bid closing date of this tender. Copies of relevant API certificates of the OEM shall be submitted accordingly along with the technical bid for verification.	
1.3	Original Equipment Manufacturers who have successfully supplied the tendered item to Oil India Limited in the past and whose past performance has been satisfactory would be considered as established source of supply and hence need not satisfy Clause 1.2, above. In this regard, it should be mentioned in the technical bid that the OEM has supplied to OIL earlier and the relevant PO number should be provided. Moreover, the OEM should also have a valid relevant API certificate at the time of submission of technical bid and copy of relevant API certificate should be submitted along with technical bid.	

1.4	The bidder shall categorically submit an undertaking in the technical bid that the OEM will ensure to keep the relevant API certificate, valid continuously till completion of supply of the entire purchase order quantity and agree that OIL reserves the right to terminate the order forthwith without thereby incurring any liability to the supplier, in case the relevant API certificate becomes invalid during the execution of purchase order.	
1.5	NOTE TO BIDDERS REGARDING RELEVANT API CERTIFICATION / LICENSE VIDE CLAUSE NO 1.2, 1.3 AND1.4 ABOVE, "**Relevant API certificate to be defined as per PR item" in present PR it means "API 6D certificate"**	
1.6	In case the bidder is quoting as agent/distributor/dealer/supply house/wholly owned subsidiary company, the bidder should submit valid authorisation certificate/letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidders' status as their authorized agent/distributor/dealer/supply house/wholly owned subsidiary company (as the case may be) to sell their products with proper warranty and guarantee back up. Such authorisation certificate/letter shall be valid for the entire period of execution of the order.	
1.7	NOTES TO BIDDER REGARDING AUTHORISATION	
1.7.1	Authorization letter must be issued on the official letter head only of the OEM clearly mentioning the status of Bidder i.e., whether sole selling agent /authorised distributor / authorised dealer / authorised supply house of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such as the bid shall be rejected without any further reference.	
1.7.2	Authorization letter issued by the OEM in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.	
1.7.3	In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.	
2.0	**Experience Criteria:**	
2.1	<u>IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):</u> The bidder must fulfill the following requirements.	
2.1.1	The bidder (OEM) should have supply experience of successfully executed at least 50% tendered quantity (rounded off to next higher integer) **<u>(of each of tendered item of same or higher working pressure AND same or higher sizes),</u>** to any E&P companies/Oil & Gas Companies or service provider to E&P Companies during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).	
2.2	<u>IN CASE THE BIDDER IS A SOLE SELLING AGENT / AUTHORISED DISTRIBUTOR /AUTHORISED DEALER / AUTHORISED SUPPLY HOUSE OF OEM:</u> The bidder must fulfill the following requirements	

2.2.1	The bidder's OEM (the Principal) should have supply experience of successfully executed at least 50% tendered quantity (rounded off to next higher integer) **(of each of tendered item of same or higher working pressure AND same or higher sizes),** to any E&P companies/Oil & Gas Companies or service provider to E&P Companies during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).	
2.2.2	Additionally, the bidder himself as sole selling agent/distributor/dealer/supply house should have supply experience of successfully executed at least 50% tendered quantity (rounded off to next higher integer) **(of each of tendered item of same or higher working pressure AND same or higher sizes) OR (of similar item),** to any E&P companies/Oil & Gas Companies or service provider to E&P Companies during last 5 (five) years as on original bid closing date of the tender, either from same OEM (the principal) or from any other OEM.	
2.3	**NOTES TO BIDDER REGARDING EXPERIENCE CRITERIA** VIDE CLAUSE NO 2.2.2 ABOVE	
2.3.1	Regarding clause no 2.2.2 above, a) "Similar item means all types of API valves of same or higher working pressure AND same or higher sizes.	
2.3.2	The bidder shall submit details of previous supply of the bidder and the principal, as and where applicable vide para 2.1.1, 2.2.1 and 2.2.2 above, in a tabular format with the following details: i) SL NO ii) Client / Customer Name and Address / E-mail address iii) Order No / Contract No. iv) Date of order v) Technical Specifications vi) Quantity supplied vii) Completion date viii) Ref no of supporting document (copy to be enclosed) * ix) Page no & e tender file name, where the referred supporting document is available * Supporting documents to be enclosed in support of the supply experience are as follows, (a) Copy(ies) of Purchase Order(s) / Contract document(s), AND (b) Any of the following documents that confirms the successful execution of the order(s)- - Performance report 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 Orders cited above.	
2.3.3	For the purpose of above clauses 2.1.1, 2.2.1 & 2.2.2, the dates of Purchase Order(s)/Contract(s) need not be within 5 years preceding the original bid closing date of this tender, but execution of supply should be within 5 years preceding the original bid closing date of this tender.	
2.3.4	Satisfactory supply / completion / installation report should be issued on client's letterhead with signature and stamp.	
2.3.5	Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.	

2.3.6	The bidder who fulfils relevant experience criteria as per clause 2.1.1, 2.2.1 & 2.2.2 vide execution of past orders for Oil India Limited, and their performances are found suitable, need not submit all credentials of past supply experience. For consideration of the above, the bidder has to provide a list of OIL's past purchase orders, with quantity supplied & specifications, which have been received at OIL and found suitable. It may be noted that fulfilment of required quantity for experience criteria clause no 2.1.1, 2.2.1 & 2.2.2 is a must, and only quantity received by OIL & found suitable will be considered for the purpose stated above.	
2.3.7	Documents in any language other than English should be got translated in English and the copy of the original version English translation should be got verified from any one of the following: i) Official of Indian Embassy / High Commission / Consulate General situated in the country where language has been translated. ii) Official of Embassy / High Commission / Consulate General of the country where language has been translated, in India.	
2.3.8	The service provider to an E&P company shall mean a company, who has procured the item shown in the experience credential submitted and has provided service by utilizing the equipment by himself to an E&P company or has installed & commissioned the item by himself in oilfield of an E&P company.	
2.3.9	In case experience credential is submitted for past supply to a service provider to an Exploration & production (E&P) company, a declaration from the service provider is required to be submitted stating the name and address of the E&P company for which the item mentioned in the experience credential has been utilized for providing the service or has been installed & commissioned in oilfield of the E&P Company.	
2.4.0	E&P company means Exploration & production company who is engaged in exploration & production of hydrocarbon (crude oil & natural gas).	
3.0	**DELIVERY CRITERIA:**	
3.1	Materials must be delivered within delivery date mentioned in the tender.	

A.2 <u>FINANCIAL</u>

1.0 The bidder must have annual financial turnover from Operations of minimum **INR 97.01 Lakhs** in any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

[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).]

2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.

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

3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not

available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying **(PROFORMA - A)** 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 **PROFORMA - B**.

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$, the bidder shall have to convert the figures in equivalent INR or US$ 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 **A.2 (1.0)** above.
(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para **A.2 (2.0)** above
(iii) Corporate Guarantee **(PROFORMA - C)** on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
(iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

A3. **BRC - COMMERCIAL:**

1.0 Bids are invited under SINGLE STAGE TWO BID SYSTEM. Bidders should upload Techno-Commercial Bid (Unpriced Bid) and Priced Bid separately at the designated fields assigned in GeM Portal. 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/costs. Bidder not complying with above submission procedure will be rejected.

2.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discounts.

3.0 Bids received in physical form shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.

4.0 Bids containing incorrect/ false/misleading statement(s) shall be rejected.

5.0 Validity of the bid shall be minimum 90 days from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.

6.0 Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed for the materials as called for in the tender. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.

7.0 Successful bidder will be required to furnish Performance Bank Guarantee @ 5 % of cost for Materials during warranty period to be submitted after receipt of PO. The Performance Security must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement.

The Performance Security must be valid for a period as called for in the tender document. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

8.0 Bids must be accompanied by Bid Security for the amount as mentioned in the tender document and shall be in the prescribed format (PROFORMA – G) if submitted in the form of Bank Guarantee (BG). Bid Security may also be paid through online payment mode. Bid Security must be submitted within the scheduled Bid Closing date and time of the Tender. The amount of Bid Security (EMD) must be strictly as specified in the tender document.

Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

9.0 Bid must be uploaded together with the Integrity Pact (If applicable against the tender) and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact, their bid shall be rejected straightway. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

10.0 Bidders shall 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) Warranty/Guarantee of material

iii) Arbitration / Resolution of Dispute

iv) Force Majeure

v) Applicable Laws

11.0 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 indicated in the Tender.

b) In case the party refuses to sign Integrity Pact.

c) Original Bid Security not received within the stipulated date & time mentioned in the Tender.

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

12.0 **The items of the tender are splitable, hence evaluation shall be done item-wise.**

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ANNEXURE-V

TECHNICAL & COMMERCIAL CHECKLIST

A. COMMERCIAL CHECKLIST:

Sl. No.	Requirement	Bidder's Response
1	Whether quoted as manufacturer?	
2	Whether quoted as OEM Dealer/Supply House?	
3	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?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
4	Whether agreed to the tender warranty clause of the tender?	
5	Whether submitted EMD/Bid Security / Bid Security Declaration as per tender requirement?	
5.1	EMD/Bid Security (Amount & Validity)	
6	EMD/Bid Security exemption certificate with Validity	
7	Whether quoted a firm delivery period as per the tender requirement?	
8	Whether confirmed to submit PBG as asked for in tender?	
9	Whether confirmed Bid Validity as per the tender requirement?	
10	Whether confirmed Payment Terms as per the tender?	
11	Whether quoted as MSE unit? If yes, whether necessary document submitted?	
12	Whether submitted Integrity Pact duly signed and sealed as per **PROFORMA – D?** *(If applicable as per the tender)*	
13	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 office memorandum and submit their offers accordingly, wherever applicable. In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide, **PROFORMA – E(I), E(II) & E(III)** along with the technical bid. Whether uploaded along with the bid?	
14	Whether indicated the country of origin for the items quoted? Please mention the "Country of origin" under Remarks here.	
15	Whether submitted format of undertaking by bidders towards submission of authentic information/ documents as per **PROFORMA - H**	
16	Whether indicated 'Local Content' required as per PPP-MII Policy?	
	Local content amount and percentage. Details of locations at which the local value addition is made.	
17	Whether indicated the import content in Price Bid?	
18	Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.	
19	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.	

20	Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)	
21	Name of Manufacturer	
22	Place of Despatch	
23	Name, Address, Phone No & E-mail id of Bidder	
24	Bank details of Bidder	
25	Whether submitted Proforma – J - Format for Exception / Deviation	
26	Whether submitted Proforma – K - Format for Undertaking For Local Content	
27	Whether submitted Proforma – L - Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)	
28	Whether submitted Proforma – M - Format for Bidders financial standing	
29	Whether submitted Proforma – N - Format for declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation	

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ANNEXURE – V

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 The bid is governed by GeM General terms & conditions (GeM GTC) prevalent on the bid closing date of tender.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The SPECIAL CONDITIONS OF CONTRACT (SCC) shall supersede the GeM General terms & conditions (GeM GTC).

1.0 Bidders shall submit their offer mentioning pointwise compliance/noncompliance 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.

2.0 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 OIL, failing which the offer will be summarily rejected. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.

3.0 The Bidder to submit following Technical Evaluation Sheet along with technical bid -

Annexure – VI: Bid Evaluation Matrix (Technical Specification)
Annexure – VII: Bid Evaluation Matrix (Bid Rejection Criteria)

4.0 INTEGRITY PACT

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

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

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

SHRI RAM PHAL PAWAR, IPS (Retd.),
Former Director, NCRB, MHA
E-mail: rpawar61@hotmail.com
ramphal.pawar@ips.gov.in

Shri Ajit Mohan Sharan, IAS (Retd.)
Former Secretary, Ministry of Ayush, Govt. of India
E-mail: ams057@gmail.com

4.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

4.2 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.

5.0 MICRO AND SMALL ENTERPRISES (MSE)

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16th June, 2021 issued by Ministry of Micro, Small and Medium Enterprises.

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

Udyam Registration Number with Udyam Registration Certificate.

Note: *In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.*

5.1 For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturer of tendered item (Primary Product Category) and registered with the appropriate authority for the said item(s).

6.0 PREFERENCE TO MAKE IN INDIA (MII)

Department for Promotion of Industry and Internal Trade (DPIIT), has issued the revised 'Public Procurement (Preference to Make in India), Order 2017" vide Order no. No. P-45021/2/2017-PP (BE-II) dated 04.06.2020. Bidders are requested to go through the policy and its subsequent amendments, if any, and take note of the same while submitting their offer.

7.0 DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI & SP):

Steel Policy notified vide Notification No. 324 dated 29.05.2019 and as amended from time to time by Ministry of Steel, Government of India is applicable against this tender. The detailed policy may be referred in Ministry's website. Also, refer **ANNEXURE – VIII** to this tender in this regard.

8.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING 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 and amended vide O.M. No. F.7/10/2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/7 (4)/2017-Fin dated 24.02.2023 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.

(1) 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 [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

(2) "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.

(3) "Bidder (or entity) 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

(4) The beneficial owner for the purpose of para (3) above will be as under:

(i) 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 percent 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 shareholder’s agreements or voting agreements.

(ii) 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 of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) 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 of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a 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.

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

(6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(7) **Validity of Registration**: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

(8) **Undertaking regarding compliance**: The bidders are required to provide undertakings as per **PROFORMA – E(I), PROFORMA – E(II) & PROFORMA – E(III)** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

9.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

9.1. ARBITRATION (APPLICABLE FOR SUPPLIER/CONTRACTOR OTHER THAN PSU/GOVT. DEPARTMENTS AND MSMEs):

9.1.1. Except as otherwise provided elsewhere in the purchase order, if any dispute, difference, question or disagreement arises between the parties or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the consequent purchase order/contract or breach thereof which parties are unable to settle mutually or through mutually appointed Outside Expert Committee (OEC), the same shall be referred to Arbitration as provided hereunder:

9.1.2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

9.1.3. The number of arbitrators and the appointing authority shall be as under:

Claim Amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.5.00 Crore	Not Applicable	Not Applicable
Above Rs.5.00 Crore and Upto Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	Three Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the Presiding Arbitrator, by the two Arbitrators.

9.1.4. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

9.1.5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.

9.1.6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

9.1.7. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9.1.8. Each party shall be responsible to decide for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for planning for travel/ stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

9.1.9. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

9.1.10. The Arbitration shall be held at the place from where the contract /purchase order has been awarded. However, parties to the contract / purchase order can agree for Venue of Arbitration, different from the place of arbitration within India for the convenience of all concerned.

9.1.11. The fees to arbitrator(s) shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996. The fees to the arbitrator(s) and secretarial expenses shall be paid in following manner:

(i) 20% of the fees on submission of Statement of Claim and Counter Claim by the Claimant and Respondent respectively
(ii) 20% of the fees on completion of pleadings
(iii) 20% of the fees on commencement of the hearing
(iv) 40% of the Fees on conclusion of hearing and before passing of final award.

However, subject to agreement by the Parties, the arbitrator(s) may determine a lump sum amount to be paid towards arbitrator's fees and secretarial expenses by the parties on commencement of the proceedings, which is to be adjusted against first instalment of payment, as prescribed in sl.(ii) above.

9.1.12. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

9.1.13. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

9.1.14. It is agreed and undertaken by the Parties that irrespective of country of origin of the SELLER, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

9.2. ARBITRATION (APPLICABLE IN CASE OF PURCHASE ORDER AWARDED ON CPSE AND GOVT. DEPARTMENTS/ORGANIZATIONS):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

The Committee of Secretaries at the First level (tier) shall finalise its decision within 3(three) months after having received the reference/notice in writing regarding the dispute from the concerned aggrieved party.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause.

9.3. ARBITRATION (APPLICABLE TO MICRO, SMALL AND MEDIUM ENTERPRISE)

In the event of any dispute or difference relating to, arising from or connected with the Purchase Order, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006

10.0 RESOLUTION OF DISPUTES THROUGH CONCILIATION BY OUTSIDE EXPERT COMMITTEE (OEC):
(Not applicable in cases valuing less than Rs 25 lakhs)

10.1. If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the purchase order/contract or breach thereof which parties are unable to settle mutually, subject to consent of the Seller, the Purchaser at its discretion may first refer to conciliation through Outside Expert Committee (OEC) to be constituted by CMD, OIL as provided hereunder.

10.2. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

10.3. CMD, OIL shall nominate three outside Experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

10.4. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

10.5. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

10.6. The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any

capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

10.7. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same or may accept part of the recommendation. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

10.8. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

10.9. OIL will share all other guidelines regarding reconciliation through OEC with the supplier when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

10.10. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract / purchase order.

It is expected to conclude a case by OEC within 8-10 weeks. The place of conciliation shall be Guwahati for all purchase orders issued from the Field HQ, Duliajan and Pipeline HQ, Guwahati, whereas, New Delhi shall be the Place of Conciliation for all other Purchase Orders issued by other spheres of OIL.

Solicitation or any attempt to bring influence of any kind on either OEC Members or PURCHASER is completely prohibited in conciliation proceedings and PURCHASER reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the SELLER or its representatives.

11.0 EXCLUSIONS

Parties agree that following matters shall not be referred to conciliation or arbitration or OEC:

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the Bidder / Seller and/or with any other person involved or connected or dealing with bid / contract / bidder / Supplier.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder / Supplier.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

12.0 TAX COLLECTIBLE AT SOURCE (TCS):

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And

b. Total supply of goods to OIL in FY …….. (As applicable) exceeds Rs. 50 Lakh and

c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and

d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

13.0 CONCESSIONAL GST

The items covered in this Tender shall be used by Oil India Limited in the Petroleum Exploration License (PEL) and Mining Lease (ML) areas and hence concessional **GST @12%** will be applicable as per Govt. Policy in vogue.

Note: *Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL or at least **45 days** prior to their readiness for despatch, whichever is earlier. 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.*

14.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

OIL's Banning Policy, 2023 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.

14.1 The bidder shall fill up and submit proforma of declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION (as per Proforma – N) along with the technical bid).

15.0 PERFORMANCE SECURITY

Successful bidder will be required to furnish a Performance Bank Guarantee @5% of the order value with validity as mentioned in the tender document. The Performance Security shall be in the form of, Insurance Surety Bonds, account payee Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/ Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (FDR) (account OIL INDIA LIMITED) or Bank Guarantee (including e-Bank Guarantee) or

irrevocable Letter of Credit (LC). The Performance Security must be submitted exactly as per **PROFORMA – F**. Bidder must confirm the same in their Technical Bid.

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.

[Order 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	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
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.

15.1 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.

15.2 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.

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

15.4 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.

15.5 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, 2023.

15.6 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.

15.7 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.

15.8 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, 2023.

15.9 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 Purchase Order 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, 2023. 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.

15.10 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. (5% of annualized contract value valid for three months beyond entire execution period).

16.0 BID SECURITY:

If Bid Security /Earnest Money Deposit (EMD) is applicable. Bids must be accompanied by Bid Security for the amount as mentioned in the tender *or an equivalent amount in freely convertible currency and shall be in the form of Insurance Surety Bonds/DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BG) (including e-Bank Guarantee) in OIL's prescribed format* **(PROFORMA – GA)** *or as an irrevocable Letter of Credit (L/C) from any of the following Banks (Refer GeM GTC for details).*

In case of the Bid Security is submitted in the form of Bank Guarantee, scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and **Original Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing which the bid may be treated as incomplete and may lead to rejection of the bid by OIL without making any reference to the bidder**.

The Original Bid Security shall be submitted manually in sealed envelope **superscribed** with tender no., tendered item detail and due date to: **GM-MATERIALS, MATERIALS DEPARTMENT, KIND ATTENTION – TUHIN ROY, Dy GENERAL MANAGER, OIL INDIA LIMITED, DULIAJAN-786602, ASSAM.**

In case of Online payment of Bid Security, bidder shall provide the Online transaction details in their online bid as proof of submission of Bid Security to OIL. 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.

OIL's Bank account Details for Online submission of Bid Security

Name	Oil India Limited
Bank	State Bank of India
Branch	Duliajan
Account Number	10494832599
Account Type	Current
IFSC Code	SBIN0002053

16.1 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.

16.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

16.3 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.

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

16.5 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.

16.6 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

16.7 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.

16.8 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 OIL's Banning Policy. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as OIL may think appropriate.

16.9 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	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

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

16.10 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.

16.11 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.

14.12 If Bid Security /Earnest Money Deposit (EMD) is not applicable. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed PROFORMA - GB along with their Technical bids.

17.0 <u>FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSEs) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.</u>

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 TREDS 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).

18.0 UNLOADING FOR BULKY/HEAVY ITEMS:

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 BULKY/HEAVY ITEMS ONLY**. Supplier shall depute adequate crew, who has experience of unloading of such 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.

18.1 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from Duliajan.

19.0 UNLOADING OF TUBULARS:

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 TUBULARS ONLY**. Supplier shall depute adequate crew, who has experience of unloading of tubulars, at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. **THE ONLY RESPONSIBILITY OF THE CREW TO BE DEPUTED BY THE SUPPLIER IS TO FASTEN/FIX CRANE'S HOOK SLING TO BUNDLES ON THE LOADED VEHICLE**. Once the hook sling is securely fastened complying to the safety instructions, OIL's Crane shall lift and unload tubulars from the vehicle. Following points are to be noted and complied in this connection:

(a) Supplier to ensure that height of the loaded tubular is below the cabin height of the vehicle for safe off-loading.
(b) Supplier to ensure that tubular bundles are securely fastened by very strong material to withstand the rigors of road transportation and capable of lifting by Crane. In the case tubular bundles are found loosened and/or tubulars found completely resting on the side support/bales of vehicle in way that it may free fall upon unshackling, OIL will not unload such vehicle due to safety reasons.

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 tubulars.

19.1 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from Duliajan.

20.0 UNLOADING OF CONSIGNMENT RECEIVED THROUGH RAIL:
Unloading of consignment from Railway Wagons at Destination **(Duliajan)** shall be completely in OIL's scope.

21.0 QUANTITY TOLERANCE FOR TUBULARS:
Bidders should note that, in the event of order, quantity tolerance of +0%/-2% of order quantity will be applicable.

22.0 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).

23.0 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:
If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and necessary action as per OIL's Banning Policy, 2023 shall be taken, besides the legal action. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA - H** along with their offer failing which their offer shall be liable for rejection.

24.0 GENERAL CONDITIONS OF CONTRACT FOR SERVICES (ANNEXURE - IX)

General Conditions of Contract FOR SERVICES (GCC - SERVICES) shall be applicable for all services to be rendered including AMC (as and when entered into).

25.0 MODIFICATION/AMENDMENT OF TENDER DOCUMENT: 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.

26.0 THIRD PARTY INSPECTION (TPI) (if to be arranged by OIL).

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.

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

c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to the 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. **Manufacturer QAP for Third Party Inspection must be submitted by the bidder after placement of order.**

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

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

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

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

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

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

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

24.1 THIRD PARTY INSPECTION (TPI) (if to be arranged by Supplier).

Supplier shall arrange for inspection (TPI) of the materials through OIL's empaneled 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 Supplier. At present, there are six OIL's empaneled Third Party Inspection Agency as under:

(i)M/s.Lloyds
(ii)M/s.BureauVeritas
(iii)M/s.RITES
(iv)M/s .IR CLASS System and Solutions Private Limited
(v)M/s.Tuboscope Vetco
(vi)M/s. DNV MES India Private Limited

27.0 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):

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

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

27.3 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)	General Manager (A/P), Finance & Accounts Department Oil India Limited, Duliajan, PIN - 786602	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) Copy of TPI Declaration vii) Copy of Tax Invoice. viii) Copy of packing list. ix) Documentary evidence of payment of Customs Duty, if any.
B)	DGM - Materials (Receiving), Materials Department Oil India Limited, Duliajan, PIN - 786602	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) Copy of Third-Party Inspection certificate, if any. vii) Copy of TPI Declaration viii) Warranty Certificate (Original)
C)	Chief Manager Materials (FP) Materials Department	One set consisting copies of all the documents as mentioned in (B) above.

	Oil India Limited, Duliajan, PIN - 786602	

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

27.0 FORCE MAJEURE:

27.1. In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the purchase order the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

27.2. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the SELLER's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by SELLER's fault; declared epidemic/pandemic or disaster; acts and regulations of respective Govt. of the two parties, namely the PURCHASER and the SELLER and civil commotions, lockout not attributable to the SELLER.

27.3. Upon occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party by a registered letter duly certified by the statutory authorities immediately but not later than 7(seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

27.4. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts. The extension of time shall be the sole remedy of the Seller for any delay under this clause and the Seller shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Seller hereby waives and disclaims any and all contrary rights.

27.5. If the force majeure conditions persist for a period exceeding two (2) months, the Purchaser reserves the right to cancel the purchase order in full or in part.

28.0 SIGNING OF BIDS:

Bids are to be submitted online in GeM portal. The bid including all uploaded documents shall be signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract. The letter of authorisation (as per Proforma-L) shall be indicated by written Power of Attorney accompanying the Bid.

29.0 BIDDERS FINANCIAL STANDING:

The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking (as per Proforma-M) to this effect with bid.

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PROFORMA – A

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA
(*ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER*)

Ref: Clause No. A.2 (3.0) - Financial Criteria of the BEC
Tender No.: _____

I …….…… the authorized signatory(s) of.....(Company or firm name of address) do hereby 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.***

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PROFORMA – B

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 up to ……. **(as the case may be)** are correct.

YEAR	**TURN OVER** In INR (Rs.) Crores	**NET WORTH** In INR (Rs.) Crores

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).

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"

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
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 – C

PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s .....(mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at.....herein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR…… Cr or USD …… during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
   (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
   (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
   (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
   (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
   (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
   (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

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PROFORMA – D

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder"

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.

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 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 during 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.

(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 commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

(i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.

(ii) The Bidder 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) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(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 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 public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(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 will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder 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, for such reason.

1. If the Bidder 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 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 2 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 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 or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 -Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 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.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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 Independent External Monitor (IEM) for this Pact.

(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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer 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 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 the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

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) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(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 intensions.

TUHIN ROY **For the Principal** Date : Place :	**…….** **For the Bidder/Contractor** Witness 1: ..... Witness 2: .....

******

PROFORMA – E(I)

UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH 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, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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)

PROFORMA – E(II)

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

(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, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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

Signature of Authorized Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

PROFORMA – E(III)

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY

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

Ref. No_____
Date:_____

Tender No. _____Date:_____

OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

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)

PROFORMA – F

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,
GENERAL MANAGER – MATERIALS (HOD)
OIL INDIA LIMITED, MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN – 786602

WHEREAS……(Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact 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 (May incorporate the Bank Name) 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 arguments, 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 TELEPHNE NO:
   IFSC CODE OF THE BANK:

B. Controlling Office:
   Address of the Controlling Office of the BG issuing Bank:
   Name of the Contract 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 the Bank:……

Address:……

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:	
Contact Details E-mail Addresses:	Mobile No.: Telephone No.: Fax No.:
Correspondence Address 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

PROFORMA – G (A)

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 security
   or
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: _____

******

PROFORMA – G (B)

BID SECURITY DECLARATION

To,

M/s. Oil India Limited
……..,
…….

Sub: ……
Tender No:…….

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. …… (Name of Bidder) have submitted our offer/bid no……

We, M/s …….(Name of Bidder) hereby understand that, according to your conditions, we are submitting
this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

(i) fail or refuse to execute the Contract, if required, or
(ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
(iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation: Seal:

****

PROFORMA - H

FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS

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

Ref. No_____ Date _____

To,

General Manager (Materials)
Materials Department
Oil India Limited, Duliajan

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your tender No._____ Dated _____

Sir,

With reference to our quotation no. …… dated…… 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 – VI

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

****

ANNEXURE – VII

BID EVALUATION MATRIX (BID REJECTION CRITERIA) **(TO BE FILLED IN BY BIDDER DULY SIGNED)**			
BID EVALUATION CRITERIA			
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)**
A.1	**BRC - TECHNICAL**		

****

PROFORMA - I

PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

Ref No. Date

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

For _____Mr _____has been authorized to be present at the time of opening of above tender due on at on my/our behalf.

Yours faithfully

Signature of Bidder

Name: Designation :

For & on behalf of :

Copy to: Mr _ _ _ _ _ _ for information and for production before the (MM) at the opening of bids.

****

PROFORMA – J

EXCEPTION / DEVIATION PROFORMA

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement :

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remarks

Signature of the Bidder

Name :

Seal of the company

****

PROFORMA – K

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____-dated _____. We hereby undertake that we meet the mandatory minimum local content requirement as per the provision of Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022. The percentage of Local Content in the bid is _____ %.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

****

PROFORMA - L

LETTER OF AUTHORITY

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We _____of _____ confirm that Mr. _____ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against OIL's Tender No. _____for any commercial /Legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Authorised Person's Signature: _____
Name: _____
Designation: _____

Yours faithfully,
Signature:
Name & Designation _____
For & on behalf of _____

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder.

****

Proforma – M
UNDERTAKING FOR BIDDERS FINANCIAL STANDING

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____dated _____**.** We hereby undertake that we are not under liquidation, court receivership or similar proceedings, we are not bankrupt.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

****

Proforma – N

PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Oil India Limited **or any other procuring entity**, nor any inquiry is pending by Oil India Limited **or any other procuring entity**. We are also not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and /or inquiry and in the absence thereof state "NIL")

Further as per section 2 – Commitments of the bidder of Integrity pact we also declare that there has been no transgressions with any other public / government organization that may impinge on the anti-corruption principle during last three years reckoned from date of bid submission.

(Here give particulars of previous transgressions, blacklisting or holiday listing and /or inquiry and in the absence thereof state "NIL")

In understood that if this declaration is found to be false in any particular , Oil India Limited shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing) available to Oil India Limited.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

****