

Bid Corrigendum

GEM/2021/B/1485175-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): By any of Lloyds, Tuboscope, Bureau Varitas, Rites, I.R.S. and DNV
Post Receipt Inspection at consignee site before acceptance of stores: By OIL's Engineers
2. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. **Purchase Preference linked with Local Content (PP-LC) Policy:**

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:
 - i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
 - ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
 - iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
4. **Scope of supply (Bid price to include all cost components) :** Only supply of Goods
5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid

for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

6. Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within 45 to 60 days days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."
7. The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST : 5%

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

8. Buyer Added text based ATC clauses

Buyer organization specific integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid (PROFORMA - 5)

C. GENERAL NOTES _ Amendments :

- 1) All the items (02308169, 02308173, 02308175 & 02308177) are to be procured from same source. Therefore, bidders are requested to quote all the items, otherwise offer will be rejected.
- 2) Tubing & attachments shall be brand new, unused, and of prime quality.
- 3) Tubing & Couplings shall be manufactured, except threading, at plants having valid API 5CT License. Bidder to confirm the name(s) of the manufacturing plant for tubing & coupling, except threading.
- 4) Bidder to submit copy of valid API Spec 5CT certificate of manufacturing plant for tubing & coupling, except threading.
- 5) Threading of Tubing & Couplings shall be carried out at threading plant having valid license for premium connection. Bidder to confirm the name(s) of the threader.
- 6) Bidder to submit declaration from the threader for premium connection to carry out the threading for the bidder, if it is different from the bidder.
- 7) Bidder to submit copy of valid license of the threading plant for Premium connection.
- 8) Painting/Coating shall be done as per API Spec. 5CT to protect the materials from rusting while in transit/storage. However, durability of the Painting/Coating shall be for minimum one-year period.
- 9) The offer must contain detailed description of the material with connection datasheet.
- 10) MILL INSPECTION/CERTIFICATION: All Tubing shall be manufactured, tested and certified in accordance with the API Spec. 5CT, latest edition.
- 11) "PHYSICAL/CHEMICAL TESTS: The following tests shall be carried out on each heat of steel & test results thereof shall be submitted to OIL.
 - (i) Heat Analysis
 - (ii) Product Analysis
 - (iii) Recheck Analysis
 - (iv) Mill-Control Check Analysis
 - (v) Tensile tests

- (vi) Yield strength tests
 - (vii) Mill control tests
 - (viii) Dimension and weight tests including drift and straightness"
- 12) While conducting the above tests if any one of them fails, retest of the same shall be carried out as per API Spec. 5CT.
- 13) Hydrostatic Test: Each joint of tubing & attachment shall be tested hydrostatically to the recommended pressure at the mill in accordance with the relevant API specifications.
- 14) Threading, gauging and thread inspection shall be done as per API 5B/relevant standard wherever applicable.
- 15) Non-destructive tests shall be carried out as specified in API Spec 5CT.
- 16) Bidders should give details of mills inspection and QC methods available. OIL may require such details in case of an order.
- 17) IDENTIFICATION MARKING: Marking is to be done on each item as per API Spec 5CT covering manufacturer's mark/name, size, weight, grade, class, manufacturing process, heat treatment, test pressure, length, thread identification etc. Marking should be in metric unit.
- 18) Additionally, OIL's Purchase Order Number shall be die stamped or stencilled on each item for permanent bearing.
- 19) The colour coding shall be done as per API Spec. 5CT.
- 20) THIRD PARTY INSPECTION: Inspection by an independent third party to cover the following shall be required against all items.
- i. Material Identification.
 - ii. Stage inspection at random visit basis during manufacturing.
 - iii. Audit and endorsement of all chemical analysis and physical test reports.
 - iv. Witness dimensional checks.
 - v. Witness mechanical tests.
 - vi. Witness NDT.
 - vii. Witness hydrostatic tests
 - viii. Visual inspection for imperfections.
 - ix. Wall thickness measurement.
 - x. Grade comparison.
 - xi. Longitudinal Defect Identification.
 - xii. Transverse Defect Identification.
 - xiii. End area defect identification.
 - xiv. Thread inspection.

- xv. Check and verify length of each joint.
- xvi. Issue of certificate."

21) The third party inspection is to be carried out by any of OIL's approved inspection Agency viz. M/s. Lloyds, M/s. Tuboscope, M/s. Bureau Varitas, M/s. Rites, M/s. I.R.S. and M/s. DNV.

OIL shall appoint TPI agency after placement of order at their own cost.

22) Proper Tally sheet (in Original) indicating length of each joint of tubing with heat number of the joint should be furnished to OIL. The Tally sheet should be duly signed & stamped by the Manufacturing Mill and will be endorsed (certified) by the third party inspection agency.

23) A soft copy of above tally sheet is to be sent in EXCEL FORMAT along with the despatch document. Bidder to confirm the same while quoting.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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