

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	21-06-2022 14:00:00
<b>Bid Opening Date/Time</b>	21-06-2022 14:30:00
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name</b>	Oil India Limited
<b>Organisation Name</b>	Oil India Limited
<b>Office Name</b>	Oil India Limited
<b>Total Quantity</b>	2
<b>Item Category</b>	SKID MOUNTED RECTANGULAR CHEMICAL SUCTION TANK (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Stage-wise Inspection
<b>Name of the Empanelled Inspection Agency/ Authority</b>	Board of Officers
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>30</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

Required	No
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**ePBG Detail**

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

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

**Beneficiary:**

OIL INDIA LIMITED DULIAJAN ASSAM

OIL INDIA LIMITED, DULIAJAN, DIST: DIBRUGARH, ASSAM, PIN 786602

(Amrit Loushon Bora Sr Manager Materials)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	No
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**Details of the Competent Authority for MII**

Name of Competent Authority	S DHAR
Designation of Competent Authority	US TO GOI
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	26-04-2022
Brief Description of the Approval Granted by Competent Authority	MOPNG UNDER GOI HAS GRANTED EXEMPTION TO THE PPLC MII POLICY FOR TENDERS VALUE UPTO 1 CRORE

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

**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for

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

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

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

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

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

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

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

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

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

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

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

## **SKID MOUNTED RECTANGULAR CHEMICAL SUCTION TANK ( 2 pieces )**

Brand Type	Unbranded
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### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	2	180

### Buyer Added Bid Specific Terms and Conditions

#### 1. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

#### 3. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 4. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 5. Generic

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 135 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

#### 6. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.

- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 7. **Generic**

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. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

## 9. **Scope of Supply**

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

## 10. **Purchase Preference (Centre)**

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.

## 11. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 12. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the

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

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

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

**---Thank You---**

## ANNEXURE-A

### ITEM DESCRIPTION: SUCTION TANK FOR APHRON SETUP.

PROCUREMENT OF SKID MOUNTED RECTANGULAR CHEMICAL SUCTION TANK FOR VARIOUS TYPES OF PRODUCTION RELATED JOB WITH SPECIAL CHEMICAL(APHRON) AT WELL SITE OF WORKOVER WELLS:

Clause Description	Bidder's Response
<p>A) Rectangular Chemical Storage Tank of size: Length-7500mm; Width-2500mm; Height-1250mm mounted on a Base Frame made out of ISMC 125mm X 65mm which is mounted on an Oil Field type 3 (three) runner skid of 9900mm long made out of ISMB-250.</p> <p>The body of the tank should be made out of 8.0mm thick MS crimped plates; bottom should be made out of 8.0mm thick plain MS plate &amp; roof should be covered with iron serrated bar gratings (Heavy-duty grills) on a rugged frame suitably welded on structure. There should be mud gunning facility &amp; suction manifold in both front &amp; back side of each tank. Each tank should be complete with manhole, cleanout &amp; outlet with connection, ladder and other accessories.</p> <p>The bidder must have to provide the detail drawing of the tank with dimensions, material, accessories, arrangement, crimp design etc for technical scrutiny.</p>	
B) Technical details of the tank are mentioned as follows:	
<p>1.0 Dimension of the Tank: Each tank should have following dimensions:</p> <ul style="list-style-type: none"> <li>i) Length: 7500 mm [Overall Length: 9900mm including 900mm long working platform with 10mm chequered plate welded on it in the front &amp; back side &amp; 300mm skid extension on each end for tail boarding]</li> <li>ii) Width: 2500 mm</li> <li>iii) Height: 1250 mm</li> </ul>	
1.1 The following features should be provided in the Aphron Suction Tanks:	
i) Tank Wall: All 4(four) walls should be constructed with 8.0 mm thick MS crimped plates welded on Body Frame.	
<p>ii) Body Frame: The Body Frame of the tank should be made out of:</p> <ul style="list-style-type: none"> <li>a) Vertical Post [Min 5nos]: Min 90mm NB MS SHS of min 6.0mm thick.</li> <li>b) Horizontal Wall Framing [bottom &amp; middle]: 90mm NB MS SHS of min 6.0mm thick.</li> <li>c) Roof support members [Perling]: 70mm NB MS SHS of min 6.0mm thick.</li> <li>d) Other steel structural item may be used for fabrication of Strong Aphron Suction Tank Frame.</li> </ul>	

Clause Description	Bidder's Response
<p>iii) Tank Top:</p> <p>a) All 4(four) side of the tank top should be covered with iron serrated bar gratings (heavy-duty grills) of approx 600mm wide on a rugged frame suitably welded on tank structure. The centre part of the tank top of approx 6300mm long X 1300mm wide should be kept open for gunning operation.</p> <p>b) There should be mud gunning line along the length of the tank &amp; should be made out of 100mm X 6mm thick MS SHS.</p> <p>c) There should be total 3nos 50mm (2") jet type mud gun of suitable construction with swivel for movement in vertical &amp; horizontal plane, rotating handle, butterfly valve for isolation etc.</p> <p>d) There should be interconnection between mud gunning lines of two Aphron Suction tanks with proper ditch (dresser type) coupling &amp; isolating butterfly valve for carrying out gunning in both the Aphron Suction tanks simultaneously in case of emergency.</p> <p>e) Each Aphron Suction tank should be provided with 1(one) strongly built sturdy ladder with handrails from inside the tank. There should be Staircase with handrails welded 1no on the front side &amp; 1no on the backside of the tank.</p> <p>f) Each tank must have folding type railing to be provided all along the outer periphery of each tank. The railings should be made out of min 40mm X 4.5mm MS SHS of height 1000mm from the top of the tank with two-rail railings &amp; 150mm high toe board should be provided all along the outer periphery &amp; around the open space of each tank. There should be strongly built foldable walkway of approx 2000mm long X 1000mm wide made of iron serrated bar gratings (heavy-duty grills). The walkway should be clamped on the tank top frame with heavy duty hinge &amp; foldable railing. The walkway will be used for movement from one tank to the other tank.</p> <p>g) Each tank should be provided with permanently attached measuring scale made out of anti-corrosive metal / alloy graduated in inch and foot to indicate volume per inch height.</p>	
<p>iv) Tank Bottom :</p> <p>a) Tank bottom should be constructed with 8.0mm thick plain MS plate.</p> <p>b) Approx. 75mm (3") slope is to be maintained from outlet side towards the suction side.</p> <p>c) There should be 1no 100mm (4") drain out plug at the side wall towards the corner of the tank for cleaning job.</p>	
<p>v) Tank Connections :</p> <p>a) 150mm (6") NB screwed NPT #150 RF flange of ANSI B16.5 standard should be welded on the front as well as back wall of each tank for outlet connection. The outlet flanges should be fitted with suitable screwed NPT fittings &amp; Butterfly type valves [Make: Audco / Intervalve]. The Butterfly valves should be firmly supported to withstand transportation and handling abuses.</p> <p>b) Tank manifold should be made out of 150 mm NB seamless Sch40 pipe of ASTM A106GrB standard with fittings [nipple, flange, tee etc] both in the front as well as in the back side of each tank. Length of each manifold should be approx 2000mm.</p>	

Clause Description	Bidder's Response
<p>c) Interconnection between 2 (two) Aphron Suction tanks should be made out of 150mm NB seamless Sch40 pipe of ASTM A106GrB standard &amp; connection should be made with good quality ditch (dresser type) coupling. The gap between 2(two) Aphron Suction tanks is approx 700mm.</p>	
<p>1.2 Master Skid &amp; Base Frame of the Tank :</p> <p>i) Master Skid: 3(three) runner oilfield type skid fabricated out of ISMB250 reinforced with min 5nos cross member. Approx 900mm long x 2500mm wide working platform with 10mm chequered plate welded on it should be provided in the front &amp; back portion of the tank. The ends of the skid should be projected out by 300mm and curved upwards. 150 NB X 11mm thick pipe with provision for lifting should reinforce the end of skid for tail boarding.</p> <p>ii) Base Frame of the Tank: Base Frame of Length-7500mm &amp; Width-2500mm should be fabricated out of ISMC 125 X 65 reinforced with suitable cross members.</p>	
<p>1.3 Material Specification:</p> <p>Material for fabrication of tanks should be as follows :</p> <p>i) Beam, Channel, Angle, Plate etc.: as per IS-2062</p> <p>ii) Tail Boarding Pipe: ASTM-A106 Gr.B- Sch160-150mm NB</p>	
<p>1.4 Welding Procedure: All welding procedure should be followed as per standard norms &amp; done by certified welder. All welding electrodes should be as per IS: 814. There should be minimum 3(three) layers of welding &amp; all welds should be visually inspected / examined. The critical welds should be subjected to radiography test, magnetic particle test and dye penetration test. Necessary test certificate must be shown at the time of inspection &amp; provided along with dispatch documents.</p>	
<p>1.5 Surface Preparation: After completion of all fabrication jobs, the surface preparation should be carried as follows:</p> <p>i) All welds should be made free of slag, slag inclusion, pinholes, spatters etc. Scrapping &amp; Wire brushing should be carried out on all steelworks after removing all oil &amp; grease deposit if any using approved degreasing agent &amp; solvent.</p> <p>ii) Sand blast cleaning should be carried out in a controlled blasting shop &amp; not during inclement weather conditions.</p> <p>iii) The air used during blast cleaning &amp; after cleaning should be dry &amp; free from moisture &amp; all oil contamination.</p> <p>iv) All sand blast cleaned surfaces should be coated with the prescribed primer within 4(four) hours of blasting.</p>	

Clause Description	Bidder's Response
<p>1.6 Painting:</p> <ul style="list-style-type: none"> <li>i) 2(two) coats of inorganic zinc primer of 70-80 micron DFT should be applied all over the tank, skid, ladder etc.</li> <li>ii) 2(two) coats of Synthetic Enamel paint of 90-100 micron DFT of Grey colour should be applied on the inner &amp; outer tank wall surface, ladder, connections etc.</li> <li>iii) 2(two) coats of Synthetic Enamel paint of 90-100 micron DFT of Black colour should be applied on the Skid of the tank.</li> <li>iv) Synthetic Enamel paint should be of make Berger, ICI, Nerolac, Shalimar etc.</li> </ul>	
<p>1.7 Inspection of Tank:</p> <p>Each tank should be offered for inspection to OIL as per following schedule. Prior intimation should be given well in advance for carrying out the inspection.</p> <ul style="list-style-type: none"> <li>i) Raw Material inspection prior to starting of fabrication job.</li> <li>ii) Any time during fabrication of skid &amp; body but prior to tank top fabrication job.</li> <li>iii) Any time between completion of entire fabrication job &amp; ready for hydraulic testing.</li> </ul> <p>All the Aphron Suction tanks should be hydraulically tested for 24hrs &amp; this will be witnessed by the OIL's representative during the inspection. Surface preparation followed by painting should be started after successful hydraulic testing &amp; getting clearance from the OIL's inspector.</p> <ul style="list-style-type: none"> <li>iv) Any time after blasting but prior to painting.</li> <li>v) Any time during painting.</li> </ul> <p>OIL reserve the right to have more stage inspections if required on &amp; above the inspection clauses mentioned above. Tanks will be allowed for dispatch after getting clearance from the OIL inspector.</p> <p>For such inspection, no separate cost will be payable by OIL to the successful bidder. However, cost of travel, accommodation and other expenses of OIL's PDI team will be borne by OIL.</p>	

Clause Description		Bidder's Response
C) Special Notes to bidders:		
i.	The bidder must be a fabricator of Steel Tanks & Structures similar to OIL's requirement as per NIT specification.	
ii.	Rectangular Chemical Aphron Suction Tank shall conform generally to the specifications with all accessories as per Section-A & B above. Bids shall be rejected in case the offered product does not conform to required parameter stipulated in the technical specifications.	
iii.	Bidder must provide detail design & drawing of the Aphron Suction tank offered along with dimensions, accessories, connections, material specifications, crimp design etc as per NIT requirement. The drawing must be submitted along with the offer for technical scrutiny.	
iv.	Bidder must confirm that all components of the Aphron Suction tank should be new, unused & free from all defects.	
v.	Bidder must confirm that 'Purchase Order No.', 'Tank Sl. No.' [will be provided by OIL's inspector], 'DRILLING TS- OIL INDIA LIMITED' will be weld written on a separate plate duly welded with the body of each Aphron Suction tank.	
vi.	The bidder must confirm in their bid to provide Guarantee certificate for a period of 12 months from the date of delivery of the tanks in well sites against any physical damage due to poor workmanship, rusting / peeling off of paint & if any damages are caused due to reasons already mentioned during 12 months guarantee period; the same will be repaired / repainted by the supplier free of cost. The bidder will also confirm to submit the Guarantee Certificate along with dispatch documents.	

## **ANNEXURE-B**

### **GENERAL NOTES TO BIDDERS:**

<b>SL No.</b>	<b>Bid Requirement</b>	<b>Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)</b>
1.0	Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.	
2.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.	
3.0	The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% (for indigenous bidder) will be applicable as per Govt. Policy in vogue. Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 45 days prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.	
4.0	<p>Categorization 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-DLE-16062021-227649 dated 16th June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 30<sup>th</sup> June, 2022.</p> <p>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:</p> <p><b>Udyam Registration Number with Udyam Registration Certificate.OR</b></p> <p><b>Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar registration or registration with any other body specified by Ministry of MSME.</b></p> <p>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.</p>	

5.0	<p>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.</p>	
6.0	<p><b>TAX COLLECTIBLE AT SOURCE (TCS):</b> 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.</p> <p>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:</p> <p>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</p> <p>b) Total supply of goods to OIL in FY..... (As applicable) exceeds Rs. 50 Lakh and</p> <p>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</p> <p>d) TCS certificate as provided in the Income Tax Act will be issued to OIL in time.</p> <p>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.</p> <p>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.</p>	
7.0	<p><b>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</b></p> <p>Banning Policy dated 6th January, 2017 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/ vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.</p> <p>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.</p>	

8.0	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.	
9.0	<p>The tender document includes the following:</p> <p><b>Annexure – A : Specification &amp; Scope of Work,</b>  <b>Annexure – B: General Notes to Bidders,</b>  <b>Annexure – C : Bid Rejection Criteria / Bid Evaluation Criteria</b></p> <p>Bidder(s) must submit their offer in compliance to this GeM Tender including GeM General Terms &amp; Conditions and all above mentioned Annexures.</p>	
12.0	<p><b>Submission of Performance Security:</b></p> <p>The successful bidder will submit the performance security (if applicable) in the form of Bank Guarantee within 15 days of award of contract on GeM. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <p>(i) MT760/MT760COV for issuance of Bank Guarantee  (ii) MT 760/MT767COV for amendment of Bank Guarantee</p> <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code–HDFC0002118; SWIFT Code-HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN–786602.</p> <p>The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch alongwith the original bank guarantee.</p>	

## **ANNEXURE-C**

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

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated.

The following BRC/BEC will govern the evaluation of the bids received against this tender. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected. Bid evaluation will be done only for those bids that qualify through the “Bid Rejection Criteria” as stipulated in this document. All the documents related to BEC BRC shall be submitted along with the technical bid.

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
<b>A.1: TECHNICAL:</b>		
A.1.1	<p>The bidder must have the experience of designing / fabrication / testing and supplying at least 01 (One) single order of value <b>Rs. 9.88 Lakhs</b> for the tendered item (Steel Tanks similar to NIT specifications). The order must be from any reputed Govt. organization, PSU's, Central Govt. or Public Limited Company, executed during last 5(Five) years preceding the original Bid Closing Date of the tender.</p> <p>Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as -</p> <ul style="list-style-type: none"><li>(i) Copies of sealed &amp; signed supply/commissioning certificate from end users on their letterhead (OR)</li><li>(ii) Consignee delivery receipt / challan (OR)</li><li>(iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST (OR)</li><li>(iv) Commercial Invoice/ Payment Invoice (OR)</li><li>(v) Any other documentary evidence to the satisfaction of OIL that can substantiate the satisfactory execution of each of the purchase orders cited above.</li></ul> <p>Note:</p> <p>a) The Contract(s) / Purchase Order(s) date need not be within 5 (five) years preceding the original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid</p>	

	<p>closing date of this tender.</p> <p>b) Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the bid closing date.</p> <p>c) Originals of documentary evidence are to be produced for verification on demand of OIL.</p> <p>d) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p>	
<b>A.2: FINANCIAL</b>		
A.2.1	The bidder shall have an annual financial turnover of minimum <b>Rs 9.88 Lakhs</b> during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.	
A.2.2	"Net Worth" of the bidder should be positive for the financial / accounting year just preceding to the original bid closing date of the tender (i.e. FY 2021-2022).	
A.2.3	<p>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 (refer <b>PROFORMA- 1</b>) certifying that 'the balance sheet/Financial Statements for the financial year 2021-2022 has actually not been audited so far'.</p> <p>Note:</p> <p>a) For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid :-</p> <p style="padding-left: 40px;">i) A certificate issued by a practicing Chartered/Cost Accountant (with membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>PROFORMA – 2</b>.</p> <p style="padding-left: 40px;">OR</p> <p style="padding-left: 40px;">ii) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available.</p>	

	However, bidder to provide documentary evidence for the same.	
A.2.4	<p>In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:</p> <p>i) Turnover of the parent/ ultimate parent/ holding company should be inline with requirement.</p> <p>ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with the requirement.</p> <p>iii) Corporate Guarantee (as per <b>PROFORMA-3</b>) on parent / ultimate parent / holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them.</p> <p>iv) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company.</p>	

## **PROFORMA-1**

### **FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA**

Ref: Financial Criteria of the BEC

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

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

The balance sheet/Financial Statements for the financial year 2021-2022 has actually not been audited as on the Original Bid closing Date.

Place : .....

Date : .....

Signature of the authorized signatory

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

## PROFORMA-2

### CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

#### TO WHOM IT MAY CONCERN

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

<b>YEAR</b>	<b>TURN OVER In INR (Rs.) Crores</b>	<b>NET WORTH In INR (Rs.) Crores</b>

Place:

Date:

Seal

Membership No:

Registration Code:

UDIN:

Signature

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

## PROFORMA-3

### PARENT/ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

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

#### DEED OF GUARANTEE (Delete whichever is not applicable)

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

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

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

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

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

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

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

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

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

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

for and on behalf of

(Parent/Ultimate Parent/Holding Company)

(Delete whichever not applicable)

for and on behalf of

(Bidder)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.