

Bid Document

Bid Details	
Bid End Date/Time	02-09-2022 14:00:00
Bid Opening Date/Time	02-09-2022 14:30:00
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	4
Item Category	PORTABLE SKID MOUNTED LOCO TYPE BOILER (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	5 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	Stage-wise Inspection
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Payment Timelines	Payments shall be made to the Seller within 21 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	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).	27

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

Beneficiary:

OIL INDIA LIMITED
DULIAJAN, DIBRUGARH, ASSAM-786602, INDIA
(Amrit Loushon Bora, Sr. Manager Materials)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. 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.

3. 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.

PORTABLE SKID MOUNTED LOCO TYPE BOILER (4 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	5%
Number of days allowed for ICT after site readiness communication to seller	45 Days

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	4	300

Buyer Added Bid Specific Terms and Conditions**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 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.

2. 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.

3. Generic

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. [Click here to view the file](#)

4. 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.

5. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

6. **Generic**

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

7. **Generic**

Wherever 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 255 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

8. **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.

9. **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 : 12%

Notification No. and date : 08/2022 dated 13/07/2022

10. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

11. **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:

- i) 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.

12. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

13. **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.

14. Purchase Preference (Centre)

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.

15. 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.

16. 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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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---

**PROCUREMENT OF PORTABLE SKID MOUNTED LOCO TYPE BOILER, HAVING
EVAPORATION CAPACITY OF 2000 KG/HR. CAPABLE OF GENERATING
STEAM AT 17.58 KG/CM2**

Supply, installation & commissioning of portable skid mounted Loco type Packaged Boiler, Manually operated, natural gas fired, Single Pass, Fire Tube having evaporation capacity of 2000 kg/hr. capable of generating steam at 17.58 kg/Cm2 (250 psi) with heating surface less than 1500 square feet.

A N N E X U R E - I
SPECIFICATIONS & SCOPE OF WORK

Clause No.	Clause Description	Bidder's Compliance/ Remarks
1.0	DESCRIPTION: Portable skid mounted Loco type Packaged Boiler, having evaporation capacity of 2000 kg/hr. capable of generating steam at 17.58 kg/cm2 (250 psi) for steam generation. The general specifications are given below.	
1.1	The boiler shall be manual type, natural gas fired, Single Pass, Fire Tube, Loco type, having evaporation capacity of 2000 kg/hr. at working pressure of 17.58 kg/cm2 (250 psi) with heating surface less than 1500 square feet.	
1.2	Fire Box shall be water jacketed type.	
1.3	The shell shall be of welded construction.	
1.4	All tubes shall be staggered for good water circulation and easy cleaning and maintenance.	
1.5	Plain tubes shall be expanded at tube plate ends. Stay tubes, whatever needed in design, shall be welded. Plain tube ends shall be beaded at the fire box end. The stays shall be welded. The design of crown plate, should be as per the manufacturing standards of the manufacturer adhering to IBR 1950 with latest amendments.	
1.6	Large manhole door and hand holes shall be provided for inspection and cleaning of tubes, interior plate surface, crown and side stays etc.	
2.0	SCOPE OF SUPPLY : Scope of supply along with each boiler shall be as per specification as shown in Annexure-I(A) .	
3.0	TOOL KITS : A tool kit comprising of items as shown in the Annexure- I(B) , shall be supplied along with each boiler.	
4.0	MANDATORY SPARES : Spares for 2 (two) years, as shown in Annexure- I(C) shall be supplied along with each boiler.	
5.0	SPECIAL NOTES TO BIDDERS: As per Annexure-I(D)	

Clause No.	Clause Description	Bidder's Compliance/ Remarks																
A N N E X U R E – I (A) (Scope of supply along with each boiler shall be as per specification)																		
1.0	MOUNTINGS																	
1.1	Single post steam safety valve, Quantity: 02 (two) nos																	
1.2	02 (two) nos primary and secondary Steam stop valve of size 76.2 mm (3"). One no 3” size NRV is to be installed at the downstream of secondary steam stop valve.																	
1.3	(i) 02(two) nos 50.8 mm(2”) Feed check valve (ii) 2” NRV to be installed in feed water line The above mountings are to be supplied in IBR approved sizes and also compatible with the IBR boiler design.																	
1.4	Steam pressure gauge with siphon, Quantity: 01 (one) no.																	
1.5	Blow down valve size: 50.8 mm(2”), Quantity: 01 (one) no.																	
1.6	Water gauge glass with steam and water drain-cocks R/H & L/H, Quantity: 01 (one) set																	
1.7	Fusible Plug, Quantity: 01 (one) No. Fusible plug shall preferably to be installed in the fire box chamber.																	
1.8	Steam dome, (detachable type), Quantity: 01 (one) no. The riser pipe to steam dome will be provided with flanged type connection.																	
1.9	BURNER: i. Burner of any reputed make, Quantity: 02 (two nos.) (Natural gas open flame burner) ii. Electrically operated blower along with the burner shall not be accepted. iii. One no. 2 stage burner shall not be accepted. iv. The air suction area in the fire chamber must be large enough to provide adequate air supply during the Initial stages of burner firing when there is no draft to support the combustion. General specification for natural gas to be used as fuel is as follows: <table><tr><td>CONSTITUENTS</td><td>% VOLUME</td></tr><tr><td>Methane</td><td>75 to 80%</td></tr><tr><td>Ethane</td><td>09 to 05</td></tr><tr><td>Propane</td><td>08 to 04</td></tr><tr><td>Butane + Carbon</td><td>08 to 03</td></tr><tr><td>Carbon dioxide and others</td><td></td></tr><tr><td>Net Calorific value</td><td>10,680 to 9,300 Kcal/m3</td></tr><tr><td>Gross Calorific value</td><td>11,837 to 10,324 Kcal/m3</td></tr></table>	CONSTITUENTS	% VOLUME	Methane	75 to 80%	Ethane	09 to 05	Propane	08 to 04	Butane + Carbon	08 to 03	Carbon dioxide and others		Net Calorific value	10,680 to 9,300 Kcal/m3	Gross Calorific value	11,837 to 10,324 Kcal/m3	
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Clause No.	Clause Description	Bidder's Compliance/ Remarks
2.0	Boiler ACCESSORIES	
2.1	Feed Water Pump: KSB/CNP/CRI/ BE Pump & other Reputed concern: 02 (Two) nos.	
a)	Type: Multistage	
b)	Capacity: 5m ³ /hr.	
c)	Differential head: 200MIC	
d)	Duty: Continuous (24 hours)	
e)	Dia. of suction line: 76 mm Dia. of discharge line: 50 mm.	
f)	Type of liquid to be handled: Water at 50°C	
g)	RPM : 2900/1450	
h)	Impeller: Closed type	
i)	NPSH: minimum 0.5 metre	
j)	Type Coupling: Flexible Guard: provided	
k)	The above two sets of pumps shall be coupled with motor on a common skid separately placed at a distance of 1.5 M (C/L to C/L) for each boiler.	
l)	Operational and maintenance manual and certificates shall be supplied with the pumps.	
m)	The clamping for the feed water pump must prevent any vibration in the pump body during boiler operation.	
2.2	Feed Pump driving motor: 02 (Two) nos.	
(a)	Type: 3 phase induction insulation Class: Either vertical or horizontal pumps can be supplied with boiler. Accordingly necessary spares for the pump operation and maintenance also to be included in scope of supply. The electrical motor power rating can be selected as per compatibility with the pump design. 415V, 50 C/S, Cont. duty "S"	
2.3	Starter for Motor: L&T/ SIEMENS/CUTLER / MAMMER/any other reputed make: 02 (Two) nos.	

Clause No.	Clause Description	Bidder's Compliance/ Remarks
2.4	Steam Injector/ejector: 01 (One) no. i. The steam injector shall perform to the above given conditions. ii. The boiler steam injector shall be mounted horizontally on the skid, for operational convenience.	
	(a) Capacity: 60 litres/min. at 7 kg/cm ² , 80 litres/min. at 10 kg/cm ² Equipment shall perform for both the given conditions	
	(b) Max. Temp.: 210°C for steam 50°C for feed water	
2.5	Feed Line 8 to 10 mtrs feed line (IBR), Quantity: 01 (one) no. From pump to feed valve for Feed water purpose of Boiler	
2.6	M.S. Suction Tank (Both inside and Outside will be painted with red-oxide and water resistant paint) Size: 1500mm x 1500 mm x 1500 mm X 6 mm thk.(approx) With necessary connection for Feed pumps. Quantity: 01 (one) no.	
2.7	Insulation of Boiler Boiler exterior surface cleaned with wire brush and painted with heat resistant paint, shall be insulated with 100 mm thick Mineral/glass wool or resin bonded wool and finally clad with aluminum sheet (24 SWG)	
2.8	Chimney with damper and steam operated venturi, Height: 30-35 feet. Quantity: 01(one) no, The chimney draft line control valve shall be 1 feet above the top working platform of the boiler.	
2.9	Skid with canopy for boiler, with space for feed pump etc. Inter-connecting feed water line (IBR) between boiler and feed pump as well as injector. Maximum skid dimension: 9.0m x 3.0m x 4.0m. i) The boiler shall be provided with the top working platform with enough space for movement. The platform shall be equipped guard rail and a slopped ladder with guard ring for safe operation. ii) For any type of maintenance work, the boiler manhole shall be easily accessible.	

Clause No.	Clause Description	Bidder's Compliance/ Remarks
<u>ANNEXURE - I(B):</u> <u>LIST OF SPECIAL TOOL KITS</u>		
1.0	A tool kit comprising items as shown below shall be supplied along with each unit.	
i)	Tube Expander (size compatible with boiler tube)	02 (Two) Sets
ii)	Screw Driver, Four-header	01 (One) Set
iii)	Allen Key	01 (One) Set
iv)	Spanners for manhole door and hand hole door	01 (One) Set
v)	Ratchet	01 (one) Set
<u>ANNEXURE - I(C):</u> <u>LIST OF MANDATORY SPARES TO BE SUPPLIED BY THE SELLER ALONG WITH SUPPLY OF EACH BOILER</u> <u>(FOR TWO YEARS OPERATION FOR EACH LOCO TYPE BOILER)</u>		
1.0	BOILER i) Gauge Glass 06 (Six) Nos. ii) Rubber Cone 05 (Five) Nos. iii) Pressure Gauge 02 (Two) Nos. iv) Injector 02 (Two) Nos. v) Safety Valve 02(Two) Nos. vi) Feed check valve 01 (One) nos. vii) Blowdown valve 01(One) nos. viii) Steam stop valve 01 (One) nos.	
2.0	FEED PUMP i) Ball Bearing 02 (Two) Sets ii) Gland Packing 02 (Two) Sets	
3.0	BURNER i) Flex. Hoses 06 (Six) Sets ii) Needle Valve 02 (Two) Sets	
Note	All items in specified quantity as indicated above in SCOPE OF SUPPLY shall be supplied along with the unit. Specific description, part nos, make etc. and unit price of each and every item shall clearly be indicated in the bid.	

ANNEXURE – I (D)

SPECIAL TERMS & CONDITION

Sl no	Tender requirement	Bidder's Compliance/Remarks
1.0	DOCUMENTS Following documents will be furnished by supplier	
a)	Drawing of boiler & materials certified in accordance with IBR in Form II, III, IV-A certified by the Inspecting Authority shall be given along with IBR Certificate folders on receipt of same from Boiler Directorate after supply of Boiler. However, after placement of order, draft design drawing of proposed boiler to be provided within 15 days for OILs /CIB Assam approval. The draft design shall be approved within a period of 15 days after receipt.	
b)	Test certificate of hydraulic pressure testing and final stamping relevant to the boilers, in 4 (four) Xerox copies, along with Boiler.	
c)	04 (four) copies of operating/instruction/maintenance manual and part list, along with boiler.	
d)	Test certificates and IBR certificates to be provided along with supply of boiler. Bidder to confirm the same in the technical bid.	
2.0	PRE-DESPATCH INSPECTION AND COMMISSIONING	
a)	The final hydraulic test must be carried out in presence of OIL's engineer before despatch of the boilers from supplier's work. Skid and all mountings, fittings, burner and boiler accessories to be produced at the time of inspection. The supplier shall intimate us at least 30 days in advance for deputing OIL's engineer for inspection. Manufacturer/bidder shall facilitate above inspections without any cost to OIL. However, cost of travel, accommodation and other expenses of OIL's inspection team will be borne by OIL.	
b)	It is supplier's responsibility to commission the units at OIL Premises at Duliajan. Within 60 days from receipt of the units at site, OIL will intimate the supplier to depute their representative(s) for commissioning. The supplier shall depute their competent personnel suitably to OIL's worksite to complete the commissioning job in all aspect within 45 days from the date of intimation from OIL. It is the responsibility of the successful bidder to commission the boilers in presence of the representative of the CIB, Assam and obtain PSO for operating the boilers in OIL operational area of Assam. IBR approval of the boilers must be obtained by successful bidder during supply and commissioning. During the course of commissioning, if any problem is encountered, the supplier must arrange to rectify the same within one month time without any extra cost to OIL. OIL's observation and report in this regard will be final and binding. Bidder to confirm the same in the technical bid. It is the responsibility of the supplier to connect the outlet steam line from steam dome of each Unit to OIL's existing steam header. The steam dome outlet from each unit is to be connected to new 4"/6" steam header. Material, service, manpower and required statutory	

Sl no	Tender requirement	Bidder's Compliance/Remarks
	<p>permission will be in supplier's scope.</p> <p>Steam header size: 4"dia steam header for 4 boilers with a length of 80 M for 4" size IBR pipe which will be finally connected to one no 6" dia steam header with approximate length 30 M for 6" size IBR pipe.</p> <p>(6"dia ,IBR pipe total length =30 M & 4"dia IBR pipe total length =80 M)</p>	
c)	<p>Cost of commissioning should be quoted separately which shall be considered for evaluation of the offers. These charges should include to and from fares, boarding/ lodging and other expenses of the supplier's commissioning team for completion of the commissioning job at OIL's worksite in all aspect.</p>	
d)	<p>Installation & commissioning of each unit shall be carried out separately and the supplier has to depute their representative / Service engineer as per requirements. The Bidder shall confirm the same in their technical Bid.</p>	
e)	<p>The representative(s) of the supplier shall operate the units within 04 days after reaching the site and each unit shall be considered as commissioned only after obtaining 96 hours of uninterrupted steam supply. The boiler will be tested at maximum capacity and pressure ratings during daylight hours among the given 96 hours of commissioning, as per the convenience of OIL and stakeholders at the commissioning location.</p>	
f)	<p>The bidder shall provide an undertaking to accept the Inspection, Commissioning & Performance Guarantee clause along with the offer.</p>	
g)	<p>UNDERTAKING FOR ALL STAUTORY DOCUMENTATION & I&C WORK FROM CHIEF INSPECTORATE OF BOILER - GOVT.OF ASSAM.</p> <ol style="list-style-type: none"> 1. Permission to start the I&C work. 2. Execution of I&C work by a Class-I IBR approved agency. 3. Balance of work execution by a Class-I IBR approved agency. 4. Necessary Certification on completion of the I&C work to start operation as per latest Govt mandate. 5. PSO (Provisional steam order). 	
3.0	<p>GUARANTEE/WARANTY</p> <p>The bidder shall offer a period of at least 1 (one) year warranty for the entire equipment supplied from the date of successful field commissioning of the entire equipment. OIL reserves the right to inspect, test and if necessary reject any part / parts after delivery at site (including incomplete manuals, catalogues, etc.) in case of any fault on the part of the supplier. It shall in no way be waived by the reason that the unit / item was previously inspected and passed by OIL as per Inspection Clause detailed elsewhere in the NIT. To keep the unit fully operational, in case of failure of any item during the warranty period, it shall be the supplier's responsibility to arrange replacement / repairing at site at their cost including customs, freight, etc. within a period of maximum 3 (three) weeks from the date of notification of such failure and warranty for such items shall be extended accordingly.</p>	

Sl no	Tender requirement	Bidder's Compliance/Remarks
4.0	OTHER TERMS & CONDITIONS:	
a)	The Boiler shall be manufactured according to IBR 1950 standards and specification(with latest amendments).The Boiler and accessories covered under IBR will be hydraulically tested and materials certified in accordance with Indian Boiler Regulations in relevant Forms. The above IBR certificates will be provided in triplicate.	
b)	The items shall be brand new, unused and of prime quality. Bidder shall warrant (in the event of order) that the product supplied shall be free from all defects and fault in material, workmanship and manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 12 months from the date of successful commissioning of the items. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. Bidders must confirm the same while quoting.	
c)	Bidder shall provide brochures and technical literature of the equipment along with the offers for technical evaluation.	
d)	In the event of order, operation and maintenance manual shall be provided along with the materials. Bidder to confirm the same in the technical bid.	
e)	The bidder must undertake that the boiler to be supplied are not going to be obsolete for next (10) ten years from the bid closing date and provision for supplying spares of the equipment shall be continued.	
f)	Bidder shall provide the list of recommended spares along with part nos. details for carrying out trouble free operation and maintenance of the unit along with the offer. Cost of these spares will not be considered for price evaluation. However procurement of these spares shall be at OIL's discretion. Prices of such list of recommended spares are to submitted under "Financial Document".	
g)	The bidders shall clearly mention the names of the OEM of all the bought out items (like valves, pressure/temperature indicators etc.) in their quotation. The names of OEMs for different items shall however be approved by OIL on the basis of approved/ established venders.	
h)	After placement of order and prior to manufacturing of the boilers, 5 copies of draft design drawing of proposed boiler shall be provided within 15 days for OILs /CIB Assam approval /acceptance/scrutiny. The draft design shall be approved within a period of 15 days after receipt	
5.0	DEVIATIONS The bidder shall enclose comprehensive list of intended deviations from the technical specifications, if any, clearly highlighting the reasons there of, along with the technical bid. But OIL reserves the right for acceptance or rejection of the deviation(s).	
6.0	The bidders are to confirm each points of Technical specifications, Scope of Work, Notes to Bidders, BEC/BRC separately as per Annexure-I, II & III. Simply mentioning "All the points of Technical specifications, Scope of Work, Notes to Bidders, BEC/BRC have been fulfilled" will not suffice.	

Sl no	Tender requirement	Bidder's Compliance/Remarks
7.0	The Bidder to submit duly filled Annexure-I, I(A), I(B), I(C), I(D), II, III along with their technical bid for evaluation of OIL.	
8.0	TPI (THIRD PARTY INSPECTION):	
8.1	Appointment of TPIA will be under OIL's scope. Inspection Agency will be appointed by OIL to carry out stage wise inspection of the Equipment as per approved Drawing, QAP & Conditions of the purchase order from any one of the OIL approved 3rd party agencies. During TPI in the manufacturing stage, OIL may depute its officials for inspection.	
8.2	<p>The scope of works for the Third-Party Inspection Agency will be as follows:</p> <ul style="list-style-type: none"> a) To review qualification of the welder and welding procedure specifications (WPS) as per IBR and other relevant code. b) TPI should ensure Fabrication process has been done as per relevant IBR & ASME section code. c) Stage wise inspection to review and ensure use of raw materials as per purchase order/approved drawings/QAP. This shall be done by reviewing original MTC or by chemical analysis and physical test. d) To ensure that the bidder complies with the requirement as stated in technical specifications for different mountings & accessories. e) To review the stage wise inspection of sub-assemblies & bought out items. f) To review the radiography film of weld joints as per applicable code and heat treatment chart. g) To witness final dimensional inspection and ensure proper workmanship. h) To witness hydro test. i) To document and issue inspection certificate. j) To certify cleaning, finishing, Insulation & painting <p>The above scope of inspection is for general guideline only. If third party desire to carry out any additional inspection as per the scope of relevant standards/code, with respect to fabrication of the BOILER, should be included during appointment of TPIA.</p>	
8.3	The scope of TPI may change without any prior notice to the successful bidder. While submitting offer, the bidder should not include cost of Third Party Inspection as the same will be arranged by OIL.	
8.4	For inspection by OIL and OIL's nominated third party inspection agency, the bidder shall notify 03 (three) weeks in advance, the location of their premises (in India) and the date of inspection.	
8.5	The original TPI report shall be submitted along with the material supply.	
8.6	<p>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. For the purpose of Third Party Inspection:</p> <ul style="list-style-type: none"> a) 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. 	

Sl no	Tender requirement	Bidder's Compliance/Remarks
	<p>b) 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 21 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.</p> <p>c) 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.</p> <p>d) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.</p> <p>e) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.</p> <p>f) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance / rejection of material shall be final and binding on the supplier.</p> <p>g) 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.</p> <p>h) 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.</p> <p>i) 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.</p>	

ANNEXURE – II

GENERAL NOTES TO BIDDERS

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
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 @ 12% 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.</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>Udyam Registration Number with Udyam Registration Certificate.</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	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.	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
6.0	<p>Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. FP-20013/2/2017-FP-PNG dated 17.11.2020 and FP-20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022 and amendments issued from time to time. Bidders are requested to go through the policy and take note of the following while submitting their offer.</p> <p>As per the policy, the bidder must be incorporated in India and must minimum 20% local content (LC) for the offered items to be eligible to bid against this tender.</p> <p>1. <u>Certification and Verification</u></p> <p>Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:</p> <p>(i) <u>At bidding stage:</u></p> <p>a) Price Break-up:</p> <ul style="list-style-type: none"> The bidder shall provide the percentage of local content in the bid. <p>b)</p> <ul style="list-style-type: none"> The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract. In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content. However, 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 practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable. <p>(ii) <u>After Contract Award</u></p> <ul style="list-style-type: none"> The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract. In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate 	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<p>from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.</p> <ul style="list-style-type: none"> • However, 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 practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable. <p>2. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.</p> <p>3. The Local Content certificate 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.</p> <p>4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.</p> <p>5. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.</p>	
6.1	Percentage of Local Content (to mention by the bidder)	
6.2	<p>Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the purchase preference. Accordingly, bidder must submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration.</p> <p>In case bidder do not submit their preference among PP-LC & MSME and submit documents against both, then the offer will be evaluated by giving benefits under MSME policy and it will be binding on the bidder.</p>	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
7.0	<p><u>TAX COLLECTIBLE AT SOURCE (TCS):</u> 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 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>	
8.0	<p><u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u></p> <p>Banning Policy as per 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>	
9.0	<p>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.</p>	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
10.0	The tender has been floated in GeM portal under Single Stage Two Bid System. Therefore, bidder must not disclose their prices in their technical offer. The technical bid shall contain all techno-commercial details except the prices/costs. Bidder must note that disclosure of price in technical bids shall lead to rejection of the offer.	
11.0	<p>The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-IP 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 has 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.</p> <p>OIL's Independent External Monitors at present are as</p> <p>under: SHRI RUDHRA GANGADHARAN, IAS (Retd.), Ex-Secretary, Ministry of Agriculture E-Mail ID: rudhra.gangadharan@gmail.com</p> <p>SHRI SUTANU BEHURIA, IAS (Retd.), E-mail ID: sutanu2911@gmail.com</p> <p>SHRI OM PRAKASH SINGH, IPS (Retd.),, Former DGP, Uttar Pradesh E-mail: Ops2020@rediffmail.com</p> <p>In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. 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.</p>	
12.0	All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including freight, insurance, loading and unloading.	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
13.0	<p>Submission of Performance Security:</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>	
14.0	<ul style="list-style-type: none"> • Bid validity: As per tender • PBG: Will be submitted as per tender within 15 days from placement of order in case of award. • Delivery period: As per tender • Payment terms: As per tender • Exception / Deviation : Nil • Warranty: As per tender • Packing, forwarding: Included as required in the tender. • Transportation & transit insurance upto destination: Included as required in the tender. • Loading & unloading at site: Included as required in the tender. • GST: @12% against Essentiality Certificate (for supply of goods only) included in quoted cost. • GeM General Terms & Conditions: Acceptable <p>Bidder must confirm compliance as mentioned above in toto. Exception/Deviation to above terms & conditions are not acceptable.</p>	

ANNEXURE - III

(Bid Rejection / Evaluation Criteria)

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. 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. All the documents related to BEC 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)
A.1 TECHNICAL		
A.1.1 IN CASE THE BIDDER IS THE ORIGINAL EQUIPMENT MANUFACTURER (OEM), the bidder must meet the following criteria failing which the bid shall be rejected.		
i)	The Manufacturer/OEM should be approved/licensed by Directorate of Boiler of the respective state, where the manufacturing plant is located, for the manufacturing of Class-I Boiler as per "IBR-1950" and the valid certificate in this regard shall be submitted.	
ii)	The Manufacturer/OEM shall carry out the fabrication work of the tendered item by engaging IBR certified qualified welder(s). Bidder to provide an undertaking of engaging qualified welders upon award of contract along with the bid.	
iii)	The Manufacturer/OEM shall confirm and provide undertaking for all Statutory Documentation & I&C Work from Chief Inspectorate of Boiler - Govt. of Assam, as per clause no: 2.0 (g) in Special Terms & Conditions, Annexure-I(D).	
iv)	Bidder's experience: The Manufacturer/OEM shall have the experience of successful supply and completion (including commissioning of the equipment) for Two (02) nos. of Package/Loco Boiler of same/higher capacity as the tendered item, against P.O.(s)/contract(s) awarded in the last seven (07) years preceding the original bid closing date of this tender, to any E&P company, Process industry, Power plants and Downstream company. Documentary evidences in support of above are to be submitted as per Clause No. A.1.1 (v) below:	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
v)	<p>The Manufacturer/OEM shall submit copies of the following in support of previous supply experience [Clause No. A.1.1(iv)]:</p> <ul style="list-style-type: none"> a) Copy(ies) of the P.O.(s) / Contract(s) and b) Any one or combination of the following documents to the satisfaction of OIL, which when combined together, confirms the successful execution of each of the purchase order(s) / contract(s)- <ul style="list-style-type: none"> i) Performance / Commissioning Certificate issued on client's letterhead with signature and stamp ii) Copy of Consignee delivery receipts/challans iii) Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules iv) Copy of Commercial Invoice/Payment Certificate v) Any other documentary evidence that can substantiate the successful execution of each of the P.O. cited above c) Additionally, the bidder shall also furnish the address including contact details of its client(s) to whom the above supplies were made. 	
A.1.2 IN CASE THE BIDDER IS AN AUTHORIZED AGENT/ DEALER/DISTRIBUTOR/ SUPPLY HOUSE OF AN OEM, the bidder must meet the following criteria failing which the bid shall be rejected.		
i)	<p>The bidder shall be an authorized agent/ dealer/ distributor/ supply house of a Manufacturer/ OEM. The Manufacturer/OEM must have valid certification of the Manufacturing Plant to Manufacture Class-I Boiler as per Clause A.1.1 (i).</p> <p>Alongwith the technical bid, the bidder must submit valid authorization letter / dealership certificate with warranty / guarantee back up from the Manufacturer/OEM, with all relevant certification [as per clause A.1.1 (i)].</p>	
ii)	<p>The Manufacturer/OEM shall carry out the fabrication work of the tendered item by engaging IBR certified qualified welder(s).</p> <p>Bidder to provide an undertaking of engaging qualified welders upon award of contract along with the bid.</p>	
iii)	<p>The Manufacturer/OEM shall confirm and provide undertaking for all Statutory Documentation & I&C Work from Chief Inspectorate of Boiler - Govt. of Assam, as per Clause no: 2.0 (g) in Special Terms & Conditions, Annexure-I(D).</p>	
iv)	<p>Past experience:</p>	
(a)	<p>The Manufacturer/OEM shall have the experience of successful supply and completion (including commissioning of the equipment) for Two (02) nos. of Package/Loco boiler of same/higher capacity as the tender item, against P.O.(s)/contract(s) awarded in the last seven (07) years preceding the original bid closing date of this tender, to any E&P company, Process industry, Power plants and Downstream company.</p>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
(b)	Additionally, the bidder also shall have the experience of successful supply and completion (including commissioning of the equipment) for Two (02) nos. of Loco boiler/Packaged boiler of same/higher capacity as the tender item, against P.O.(s)/contract(s) awarded in the last seven (07) years preceding the original bid closing date of this tender, to any E&P company, Process industry, Power plants and Downstream company.	
v)	<p>The bidder shall submit documents in support of previous supply experience of the Manufacturer/OEM with all relevant certification, and past supply experience for himself as applicable under clause A.1.2 (iv) (a) & (b) as follows:</p> <ul style="list-style-type: none"> a) Copy(ies) of the P.O.(s) / Contract(s) and b) Any one or combination of the following documents to the satisfaction of OIL, which when combined together, confirms the successful execution of each of the purchase order(s) / contract(s)- <ul style="list-style-type: none"> i) Performance / Commissioning Certificate issued on client's letterhead with signature and stamp ii) Copy of Consignee delivery receipts/challans iii) Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules iv) Copy of Commercial Invoice/Payment Certificate v) Any other documentary evidence that can substantiate the successful execution of each of the P.O. cited above c) Additionally, the bidder shall also furnish the address including contact details of its client(s) to whom the above supplies were made. 	
A.1.3	<p>Bidder must categorically confirm in the technical bid a delivery schedule within 300 days after receipt of formal order through GeM Portal.</p> <p>Bidder must also confirm in the technical bid that they will complete the commissioning job in all aspect within 45 days from the date of intimation from OIL on site readiness, after receipt of goods at site.</p>	
A.2: FINANCIAL		
1.0	<p>The bidder must have annual Financial Turnover from Operations equal to or more than Rs. 282.36 Lakh in any of the preceding 3 (three) financial / accounting years reckoned from the original bid closing date as per the Audited Annual Reports.</p> <p>[Annual Financial Turnover of the bidder from operations shall mean – “Aggregate value of the realization of amount made from sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year” as per Companies Act, 2013 Section 2(91).]</p>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
2.0	<p>The "Net Worth" of the bidder must be positive for the financial / accounting year just preceding to the original bid closing date of the tender.</p> <p>[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".]</p>	
3.0	<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 PROFORMA- 1) certifying that 'the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited so far'.</p>	
	<p>Note:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-</p> <p>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 – 2.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit & 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. However, bidder to provide documentary evidence for the same.</p>	
4.0	<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>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<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 PROFORMA-3) 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

TO WHOM IT MAY

M/s.....(Name of the bidder) for the last three (3) completed

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

Place:

Date:

Seal

Membership 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.

PROFORMA-3

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 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.