

Bid Document

Bid Details	
Bid End Date/Time	05-10-2022 14:00:00
Bid Opening Date/Time	05-10-2022 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	1
Item Category	Ten Point Manifold (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).	20

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

Beneficiary:

OIL INDIA LIMITED

Materials Department, Duliajan, 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.

Ten Point Manifold (1 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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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Bimal Bora	786171,OIL INDIA LIMITED, OFFICE OF THE ASSET MANAGER, EASTERN ASSET, DIGBOI	1	180

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	BEC BRC & General Notes to Bidders View	BEC BRC & General Notes to Bidders	Ten Point Manifold(1)

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

Buyer Added Bid Specific Terms and Conditions**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. Scope of Supply

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

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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](#)

9. Generic

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

10. Generic

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

11. 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.

12. Generic

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

13. 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

14. 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.

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---

ANNEXURE-A

ITEM NO. 30

TEN POINT MANIFOLD

SPECIFICATIONS & SCOPE OF WORK

Sl. No.	Tender Requirement	Bidder's Compliance		Bidder' Deviation/ Remarks
		YES	NO	
	TEN POINT MANIFOLD			
	Fabrication, supply and testing of High pressure 10 point manifold as per OIL drawing no. OIL/PDNO/P&D/019/A-1/1. The manifold must consist of the following items given below: <u>NOTE:</u> OIL drawing no. OIL/PDNO/P&D/019/A-1/1 is a generalized drawing of 5 point manifold and is provided for reference only. The supplier has to fabricate 10 point manifold as per the drawing of 5 point manifold and the Bill of Materials provided below.			
1.0	PART A: (MAIN HEADER), Quantity per manifold = 1			
I	Main Header of 219.0 mm (8 ⁵ / ₈ inch) OD x 16mm (0.625inch) thick x 6600 mm long seamless API 5L PSL1 grade pipe of 79.54 KG/M (53.4 PPF).			
II	Both sides of the header shall be welded with 203.00 mm (8 inch) nominal bore RTJ weld neck flange. Suitable weld neck type companion flange shall be supplied for one side of the main header and other side shall be plugged by a blind flange. All flanges shall be as per ANSI B16.5, pressure class 900. Requisite nos. of studs, nuts and ring gasket & shall be supplied.			
III	10 nos. (equally spaced) of 89.00 mm (3 ½ inch) OD x 7.62mm (0.300 inch) thick x 304.8mm (12inch) long seamless pipe as per API 5L PSL1 grade of weight 15.27 KG/M (10.25 PPF) with one end welded, for flow connection, to the main header and other end welded to 76mm (3 inch) nominal diameter RTJ flange as per ANSI B16.5 of 900 class.			

Sl. No.	Tender Requirement	Bidder's Compliance		Bidder' Deviation/ Remarks
		YES	NO	
	PART B: Quantity per manifold = 10			
	60.00 mm (2 ³ / ₈ inch) OD x 5.54mm (0.218 inch) thick x 305.00mm (12inch) long of 7.49 KG/M (5.02 PPF) seamless pipe as per API 5L PSL1 grade with one end welded to 50.00 mm (2inch) nominal dia. RTJ flange as per ANSI B 16.5 of 900 class and other end welded, at midpoint, for flow connection and gusset support, to 89.0 (3 ¹ / ₂ inch) mm x 7.62 mm (0.300 inch) thick x 457.0 mm (18 inch) long of 15.27 KG/M (10.25 PPF) seamless pipe as per API 5L PSL1 grade with both end welded to 76 mm (3 inch) nominal diameter RTJ flange as per ANSI B16.5 of 900 class			
	PART C: (TEST HEADER) Quantity per manifold = 1			
I	Test header of 114.0 mm (4 ¹ / ₂ inch) OD x 8.56 mm (0.337inch) thick x 6600 mm Long x 22.31 KG/M (14.98 PPF) size ,Seamless pipe as per API 5L PSL1 grade .			
II	Both sides of the test header shall be welded to 101.6mm (4 inch) nominal diameter RTJ 900 class weld neck type flange. Suitable weld neck type companion flange shall be supplied for one side of the test header and other side shall be plugged by a blind flange. All flanges shall be as per ANSI B16.5, pressure class 900. Requisite nos. of studs, nuts and ring gaskets shall be supplied.			
III	10 nos. (equally spaced) 60.00 mm (2 ³ / ₈ inch) OD x 5.54 mm (0.218 inch) thick x 305.00 mm (12 inch) long of 7.49 KG/M (5.02 PPF) seamless pipe as per API 5L PSL1 grade with one end welded, for flow connection and gusset support, to test header and other end welded to 50.00 mm (2inch) nominal diameter RTJ flange as per ANSI B 16.5 of 900 class.			
	PART D: (HIGH PRESSURE SWAGE) Quantity per manifold =10			
	Swage of size 114mm (4 ¹ / ₂ inch) by 89 mm (3 ¹ / ₂ inch) OD, approximate length 305.00 mm (12 inch) with one end welded to 76mm (3inch) nominal diameter RTJ companion flange to the API 6D check valve (mentioned in part G below) and other end having API Line threads with polymer/metal thread protectors.			

Sl. No.	Tender Requirement	Bidder's Compliance		Bidder' Deviation/ Remarks
		YES	NO	
	PART E & F: (PLUG VALVES)			
	Regular Pattern Plug valve, API 6D Monogrammed, fire safe to API 6FA, Cast Steel, Pressure Balanced type, hyper seal, lever operated, along with a pair of forged companion flanges with requisite quantity of High Tensile Studs, Nuts & gaskets. The lever for valve operation should be removable.			
	<u>Features</u> : Pressure balanced construction (Protected balance type), hyper seal, renewable seat with online valve sealant injection facility, bolted cover with metal gasket, anti blow-out stem, threaded stem with online emergency packing injection facility.			
	<u>Orientation</u> : Valve operating lever (Plug valve for test line) for part F shall be oriented such that it can be operated from the main header end (Part A) i.e. the lever attachment point of plug valve for test line shall be front facing or side facing, but not at back facing with reference to the main header for ease of operation. Suitable indication for valve open-close position should be provided in the valve spindle.			
	<u>Technical Specification & MOC of Valve:</u> <ul style="list-style-type: none"> a) Monogram = API 6D monogram should be embossed on the body. b) Body cover = ASTM A216 Grade WCB c) Plug = ASTM A216 Grade WCB The plug to be case hardened & impregnated with PTFE based anti-friction agent for greater wear resistance, consistent low operating torque and resistance to seizure. d) Stem = AISI 4140 / AISI 410 e) Bolting = Studs-A193- Gr.B7 & Nuts-A194 Gr.2H f) Stem Seal = Injectable Stem Sealing compound + Graphite Filament g) End connection = ANSI B16.5 Ring Joint type (RTJ) Flanged. h) Companion Flanges = ANSI B16.5 Ring Joint type (RTJ), Welding-Neck. i) Fire Test = API 6FA <u>Quantity per manifold:</u> (1) 76.00 mm (3inch) Part E = 10 (2) 50.00 mm (2inch) Part F = 10 (3) Operating lever = 10			

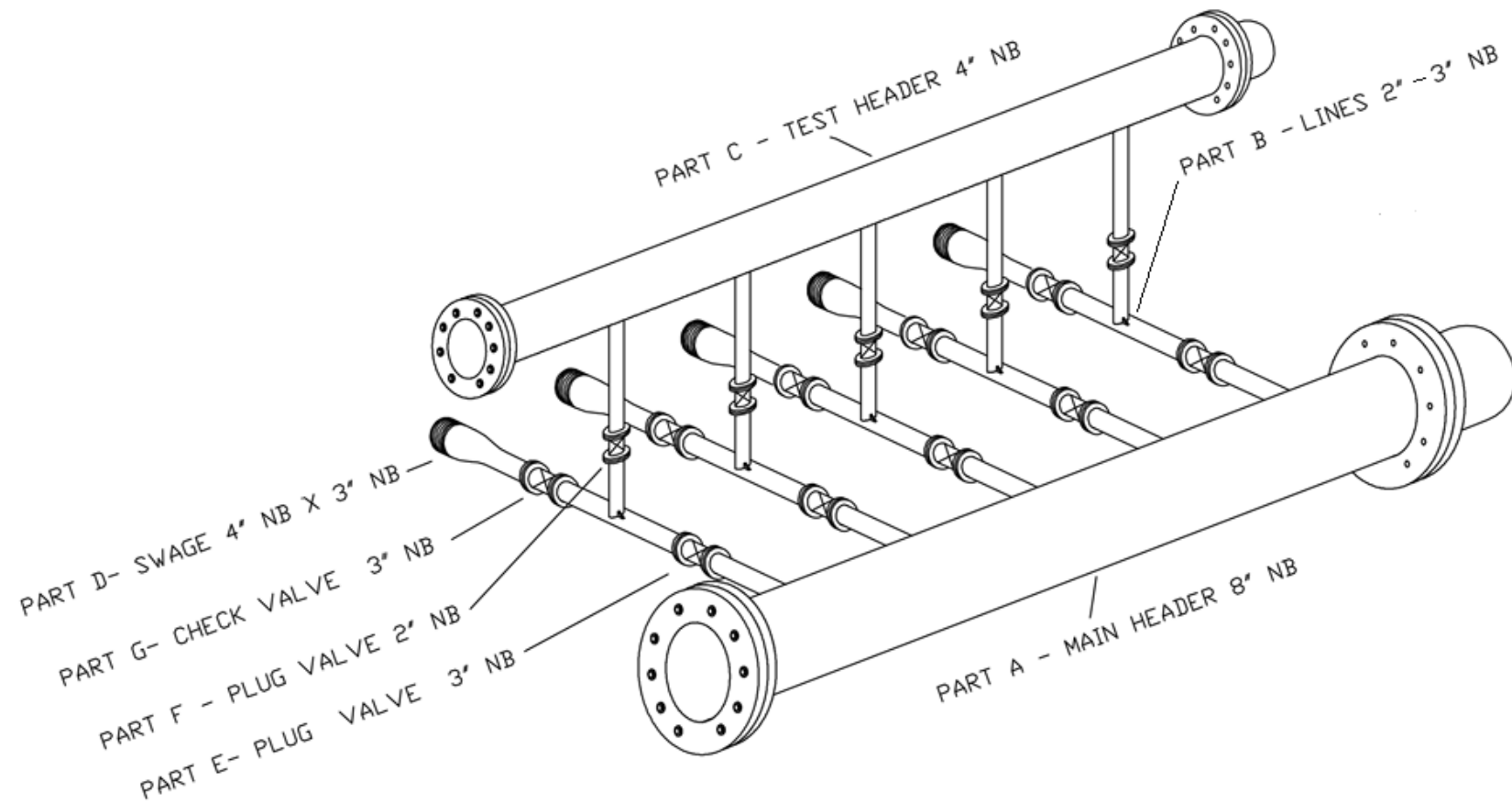
Sl. No.	Tender Requirement	Bidder's Compliance		Bidder' Deviation/ Remarks
		YES	NO	
	PART G: (CHECK VALVES) Quantity per manifold: = 10			
	80 mm (3") NB, as per API 594(Type-2), ANSI 900 Class, Flanged cast carbon steel (ASTM 216 Gr WCB) Bolted Cover, Swing type Disc and other working parts from 13% Cr Steel, Seating Surface hardened with stellite no. 6 or equivalent, Trim Regular type, Flanged ends RTJ as per ANSI B 16.5.			
2.0	Fabrication of Manifold:			
a)	All the pipes, valves and pipe fittings shall be as per the bill of material specified above and as per reference of OIL drawing no. OIL/PDNO/P&D/019/A-1/1			
b)	The bidder must submit the following API/ANSI certificates along with the bid: (1) Plug valves: API 6D, API 6FA (2) Check valves: API 594 (3) Pipes: API 5L;			
c)	The bidder must procure valve body castings from Foundries approved by M/s EIL or M/S Lloyds only.			
d)	The different components of the valves must conform to API specifications fully.			
e)	Each valve, line pipe, pipe fitting and flange should be embossed with the name of the manufacturer and the inspection agency.			
f)	Each manifold shall bear Manufacturer's name, OIL's Purchase Order No. and Serial No.			
g)	All items of manifold are to be assembled and tested hydraulically at 210 kg/cm ² (3000 psi). Hydraulic test certificate with pressure record chart are to be submitted along with the supply.			
h)	All welded joints are to be 100 % radiographed and stress relieved. The radiography film is to be submitted along with the supply.			
i)	100% radiography of body and bonnet of all valves will be required.			

Sl. No.	Tender Requirement	Bidder's Compliance		Bidder' Deviation/ Remarks
		YES	NO	
j)	All the Valves must bear API monogram embossed on them as API 6D. Valves without API monogram are not acceptable.			
k)	Pipes have to be procured from API certified mills. The bidder must submit valid API certificates of such Mills from which they intend to procure the pipes, along with the bid.			
l)	All the pipes should be seamless and as per API 5L PSL1 grade.			
M)	The entire manifold will have to be sand blasted and factory painted with epoxy coating.			
n)	The welding shall be carried as per API STD 1104 by an API certified welder. The supplier must submit the API certificate of the welder and related WPQ along with the bid.			
3.0	Third Party Inspection:			
	<p>3.1 The bidder is to arrange for Third Party Inspection at manufacturer's plant as per the broad scope of work at OIL's cost and such Third Party Inspection Report has to be submitted along with the Dispatch documents.</p> <p>3.2 OIL will/may arrange for Third Party Inspection of the materials (at any stage of order execution) at Bidder's/Manufacturer's plant by any of its approved third-party inspection agency.</p> <p>3.3 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 for the following scope of inspection as mentioned in the QAP. The QAP has to be approved ahead of time along with drawing from OIL.</p> <p>The details of scope of inspection are given as below:</p>			
	<p>Scope of Inspection:</p> <ul style="list-style-type: none"> i. To ensure that API certified welder having minimum experience of 3 years is engaged for welding jobs as per the order. ii. To ensure that welding is carried out as per relevant API specifications and all welding are Butt weld type. iii. To ensure that welding rods used for the welding jobs are as per AWS 6010. iv. To witness and certify all radiography films of 100% radiography of all welded joints. v. To verify heat number wise foundry certificates of castings for valves. 			

Sl. No.	Tender Requirement	Bidder's Compliance		Bidder' Deviation/ Remarks
		YES	NO	
	<p>vi. To verify and certify that valve body castings are procured from Foundries approved by M/s EIL or M/s Lloyds only.</p> <p>vii. To review the radiographs of body and bonnet of all the valves and certify the radiographic films of the same.</p> <p>viii. To identify and certify materials for pipeline, pipe fittings and flanges.</p> <p>ix. To audit and endorse all chemical and physical test reports of pipeline, pipe fittings and flanges.</p> <p>x. To witness dimensional check of pipeline, pipe fittings and flanges.</p> <p>xi. To witness and certify Hydraulic testing of the assembled manifold at a pressure of 210 Kg/cm² (3000 psi).</p> <p>xii. To carry out stage inspection during fabrication.</p> <p>xiii. Any other requirement of the inspection agency for satisfaction that the equipment is as per applicable standards.</p> <p>3.4 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.</p> <p>3.5 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> <p>i) 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.</p> <p>ii) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's / manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to the OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.</p> <p>iii) 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</p>			

Sl. No.	Tender Requirement	Bidder's Compliance		Bidder' Deviation/ Remarks
		YES	NO	
	<p>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>iv) 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>v) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.</p> <p>vi) 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>vii) 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>viii) 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>ix) 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>			
4.0	OIL Inspection:			
	<p>OIL reserves the right to depute its representative to witness Hydraulic testing of the manifold at a pressure of 210 Kg/cm² (3000 psi) and inspect purchase documents/certificates etc. OIL should be intimated for inspection after completion of fabrication but before application of painting. The supplier shall inform OIL 15 days in advance for such inspection to enable OIL to send inspectors.</p> <p>OIL representative must be provided all reasonable opportunities to inspect the unit(s) and material at their convenient. 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.</p>			
5.0	OIL APPROVED VENDORS			
	I. OIL Approved Vendors for API 6 D Plug Valves:			

Sl. No.	Tender Requirement	Bidder's Compliance		Bidder' Deviation/ Remarks
		YES	NO	
	<p>a) M/s Larsen & Turbo Limited, Kolkata b) M/s Breda Energia, Italy c) M/s Galli & Cassina S.P.A, Italy d) M/s Cameron Italy e) M/s Flowserve</p> <p>II. OIL Approved Vendors for API 6D/594(Type-2) Check Valves: a) M/s BHEL, Thiruchirapalli / New Delhi b) M/s L'acier Industries, Mumbai c) M/s Larsen & Turbo Limited, Kolkata d) M/s Flowserve e) M/S Ghatge Patil</p>			
6.0	<p>OTHER NOTES :</p> <p>a) Any materials/components found defective / damaged during transit shall have to be replaced / repaired by the supplier at free of cost.</p> <p>b) Necessary test certificates for raw materials from reputed test house/ laboratory shall be submitted to the third party inspector for verification, and the verified test certificates shall be supplied to OIL in original along with supply.</p> <p>c) All these scope of inspection to be included in the QAP / ITP (quality assurance plan or inspection test plan) which is to be submitted by the manufacture and to be approved by OIL as well as the concerned TPI agency.</p> <p>Bidder to individually confirm the aforementioned note points.</p>			



NOTES : Not To Scale

OIL INDIA LIMITED
PROD (OIL) DEPTT.
DULIAJAN 786602

5 POINT MANIFOLD
ISOMETRIC VIEW

DR NO

OIL/PDNO/P&D/019/A-1/1

ANNEXURE-B

BID EVALUATION / REJECTION 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		
1.0	<u>BIDDER'S QUALIFICATION</u>	
1.1	The bidder shall be an Original Equipment Manufacturer (OEM) of the tender items.	
1.2	The bidder shall carry out the fabrication work of the tender item by engaging an API 1104 qualified welder. The list of welder(s), who will be engaged for fabrication of the tender item, along with respective welder qualification test report carried out within last 03 years preceding bid closing date of this tender, shall be submitted along with the technical bid.	
2.0	<u>BIDDER'S EXPERIENCE:</u>	
2.1	<p>The bidder shall have the experience of successful execution of purchase order(s) for supply / service contract for fabricating any of the equipment or pipelines as detailed below, for an Oil & Gas installation/field, in the last 5 (five) years preceding the bid closing date of this tender.</p> <ul style="list-style-type: none"> (a) 01 nos. of Manifold (10 point or more). (b) 01 nos. of high-pressure process equipment i.e. Separator, Indirect Heater, Steam jacket. (c) Minimum 250 m of high pressure process pipe fabrication work for pipe size 4"NB or above. (d) Minimum 5 KM of high pressure field pipeline fabrication work for pipe size 4"NB or above. 	

2.2	<p>The bidder shall submit the following documents in support of successful execution of past supply /contract, as applicable under clause 2.1:</p> <p>a) Copy(ies) of Purchase Order(s) / Contract document(s),</p> <p style="text-align: center;">“AND”</p> <p>b) Any of the following documents that confirms the successful execution of the order(s)-</p> <ul style="list-style-type: none"> • Performance/Commissioning Report from the clients • Delivery challan / invoice / bill of lading etc. • Any other documentary evidence that can substantiate the successful execution of the aforesaid Purchase Order(s)/ contract(s). <p>Note:</p> <p>I) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.</p> <p>II) Satisfactory Supply/Completion/Installation/Performance/Commissioning report submitted should be issued on client’s official letterhead with signature and stamp.</p>	
3.0	The bidder shall quote for all the items specified in this tender and shall agree to supply as per specifications mentioned in item's descriptions	
4.0	Delivery date should be of maximum 180 days from the date of issue of LOI /Purchase Order. The bidder should categorically confirm in their technical bid that the tendered items will be supplied within the delivery period, without which the bid will be rejected.	
A.2: FINANCIAL		
1.0	The bidder must have annual Financial Turnover from Operations equal to or more than Rs. 25.58 Lakh in any of the preceding 3 (three) financial / accounting years reckoned from the original bid closing date as per the Audited Annual Reports.	
2.0	"Net Worth" of the bidder should be positive for the financial / accounting year just preceding to the original bid closing date of the tender, i.e. 2021-2022 .	
3.0	Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking (refer	

	<p>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> <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>	

Note for A.2 (1.0) & (2.0) ::

- **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).**
- **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”.**

ANNEXURE – C

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 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>	
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	<p>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.</p>	
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	<p>All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including freight, insurance, loading and unloading.</p>	

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> <ul style="list-style-type: none"> (i) MT760/MT760COV for issuance of Bank Guarantee (ii) MT 760/MT767COV for amendment of Bank Guarantee <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	<p>Following taxes are inclusive in quoted cost:</p> <ul style="list-style-type: none"> • GST@12% on cost of materials. • GST at applicable rate on other components, if any. • GST at applicable rate on services installation/commissioning/AMC (if applicable). 	
15.0	<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 cost of materials 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>	
16.0	<p>All the tendered item(s) will be procured from same source. The tendered item(s) is/are not divisible. Splitting of items/quantity/purchase order is not permitted against the tender. Bidder(s) shall submit their offer for all the items and complete scope of work as per the tender. Offer(s) not complying to above shall be rejected straightaway.</p>	

PROFORMA

PROFORMA-B1

**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-B2

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTERED 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-B3

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.