

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	20-10-2022 14:00:00
<b>Bid Opening Date/Time</b>	20-10-2022 14:30:00
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name</b>	Oil India Limited
<b>Organisation Name</b>	Oil India Limited
<b>Office Name</b>	Oil India Limited
<b>Total Quantity</b>	6
<b>Item Category</b>	SKID MOUNTED RECTANGULAR CHEMICAL SUCTION TANK (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Stage-wise Inspection
<b>Name of the Empanelled Inspection Agency/ Authority</b>	Board of Officers
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>21</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

Required	No
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**ePBG Detail**

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	23

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

**Beneficiary:**

OIL INDIA LIMITED

Materials Department, Duliajan, Assam-786602, India. "E-mail: AMRITL\_BORA@OILINDIA.IN"

(Amrit Loushon Bora, Sr. Manager Materials)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

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

Name of Competent Authority	S DHAR
Designation of Competent Authority	US TO GOI
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	26-04-2022
Brief Description of the Approval Granted by Competent Authority	AS PER GUIDELINE OF MOPNG, MII/PPLC IS NOT APPLICABLE TO THE TENDER VALUING UPTO RS. 1 CRORE.

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

**MSE Purchase Preference**

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

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

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

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

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

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

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

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

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

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

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

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

## **SKID MOUNTED RECTANGULAR CHEMICAL SUCTION TANK ( 6 pieces )**

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

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

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	6	240

#### 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**

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

6. **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

## **7. 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.

## **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**

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 195 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

## **10. Scope of Supply**

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

## **11. 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.

## **12. 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.

## **13. 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---**

## **ANNEXURE-A**

### **SPECIFICATIONS & SCOPE OF WORK**

#### **Item Description:**

Skid mounted Rectangular Chemical Tank of size: Length-8000mm; Width 2700 mm; Height 1500 mm mounted on a Base Frame made out of ISMC 125mm X 65mm which is mounted on an Oil Field type 3 (three) runner skid made out of ISMB-250.

The body of the tank should be made out of 8.0 mm thick MS crimped plates, bottom should be made out of 8.0mm thick plain MS plate & top of the tank should be covered with serrated flooring on a rugged frame suitably welded on structure.

Each tank must have the basic features viz. 6" suction points with connection in the front and rear side of each tank, cleanout & outlet with connection (2 Nos), ladder, folded type railing and other accessories.

Technical details of the tank are mentioned in Annexure-A-1 as follows:

A rough sketch of the tank is attached herewith. However the bidder must have to provide the detail drawing of the tank, Master skid, ladder and folded type railing with dimensions, accessories, crimp design etc for technical scrutiny.

#### **Annexure: A-1**

**1.0 Dimension of the Tank:** Each tank should have following dimensions:

- i. Length: 8000mm [Overall Length: 9200 mm including 600mm long working platform with 10mm chequered plate welded on it in the front side & 300mm skid extension on each end for tail boarding]
- ii. Width: 2700 mm
- iii. Height: 1500 mm

#### **1.1 Construction of Tank Wall, Roof & Bottom:**

- i) Tank Wall: All 4(four) walls should be constructed with 8.0mm thick MS crimped plates welded on Body Frame.
- ii) Body Frame: The Body Frame of the tank should be made out of:
  - a) Vertical Post [Min 8 nos]: 91.4mm MS SHS of min 5.4mm thick.
  - b) Horizontal Wall Framing [bottom, middle]: 91.4mm MS SHS of min 5.4mm thick.
  - c) Horizontal Wall Framing [top]: Mud gunning line along the length of the tank & should be made out of 113.5mm MS SHS of min 5.4mm thick. 2 Nos 2 inch nipple with butterfly valve to be fixed in the mud gunning line

- d) Support members for Roof/ Top of the tank (Breadth wise ): 72mm MS SHS of min 4.8mm thick.(minimum 5 Nos) and lengthwise : 72mm MS SHS of min 4.8mm thick.(minimum 2 Nos)
- d) Each tank has two Nos chamber separated by 8 mm plate and plate shall be welded on a frame made of 72mm MS SHS of min 4.8mm thick. The frame shall be welded on the tank structure. Two nos 10" Gate valves (operated from top of the tank) to be fixed in the partitions (8 mm plate )
- e) Other steel structural item may be used for fabrication of Tank Frame.

The detail should be shown in the drawing to be provided along with the offer.

iii) Tank Top:

- a) Tank top should be flat & covered with serrated flooring (steel serrated flooring slip proof plate-form of 100 MM pitch of fasted cross bars of size 8 mm and 40 mm pitch of load bearing bars of size 25 mm x 5 mm serrated flooring should be made mild steel IS: 226-62). Bidder should forward schematic drawing of serrated flooring with support angle bar at the top of tanks along-with quotation on a rugged frame suitably welded on tank structure. There should be 2 (two) nos manhole covered with serrated flooring duly welded on a rugged frame with hinge at one side for opening.
- b) Each tank should be provided with 2(two) nos strongly built, properly welded sturdy ladder with handrails from inside the tank & 1no ladder with handrails on the front of the tank for climbing.
- c) Each tank must have folding type railing to be provided all along the outer periphery of each tank. The railing should be made out of min 40mm MS SHS of min 4.0mm of height 1000mm from the top of the tank with two-rail railings & 150mm high toe board.

Bidder must provide separate detail drawing for the above accessories along with the offer.

iv) Tank Bottom:

- a) Tank bottom should be constructed with 8.0mm thick plain MS plate.
- b) Approx. 75mm (3") slope is to be maintained towards the drain out point.
- c) There should be 2 Nos 150mm (6") drain out point at side wall of each tank for cleaning job.



v) **Tank Connections:**

- a) 2 Nos 150mm (6") NB screwed NPT #150 RF flange of ANSI B16.5 standard should be welded on the front and rear side of the tank & 2 Nos 150mm (6") NB screwed NPT #150 RF flange of ANSI B16.5 standard should be welded on the side wall of each tank for drain out point . 1 No 76.2 mm (3") NB screwed NPT #150 RF flange of ANSI B16.5 standard should be welded on the side wall of each tank for drain out point
- b. All the outlet flanges should be fitted with suitable screwed NPT fittings & Butterfly type valves [Make: Audco / Intervolve]. The Butterfly valves should be firmly supported to withstand transportation and handling abuses.

**1.2 Master Skid & Base Frame of the Tank:**

- i) Master Skid: 3(three) runner oilfield type skid fabricated out of ISMB250 reinforced with min 5nos cross member. The width of the Master skid should be 2700 mm.

Approx 600 mm long x 2700mm wide working platform with 10mm chequered plate welded on it should be provided in the front portion of the tank.

The ends of the skid should be projected out by 300mm and curved upwards. 150mm (6") NB X 11mm thick pipe with provision for lifting should reinforce the end of skid for tail boarding.

- ii) Base Frame of the Tank: Base Frame of Length-8000mm & Width-2700mm should be fabricated out of ISMC 125 X 65 reinforced with 6 Nos. cross members.

**1.3 Material Specification:** Material for fabrication of tanks should be as follows:

- i. Beam, Channel, Angle, Plate etc.: as per IS-2062
- ii. SHS: as per IS 4923 YST 310
- iii. Chequered Plate: as per IS 3502-2009
- iv. Tail Boarding Pipe: ASTM-A106 Gr.B- Sch80

**1.4 Welding Procedure:** All welding procedure should be followed as per standard norms & done by certified welder. All welding electrodes should be as per IS: 814. There should be minimum 3(three) layers of welding & all welds should be visually inspected / examined. The critical welds should be subjected to radiography test/magnetic particle test/dye penetration test. If tests are carried out necessary test certificate must be shown at the time of inspection & provided along with dispatch documents.

**1.5 Surface Preparation:** After completion of all fabrication jobs, the surface preparation should be carried as follows:

- i. All welds should be made free of slag, slag inclusion, pinholes, spatter etc. Scrapping & Wire brushing should be carried out on all steelworks after removing all oil & grease deposit if any using approved degreasing agent & solvent.
- ii. Preferably Sand blast cleaning should be carried out in a controlled blasting shop & not during inclement weather conditions. Bidder must confirm if any other suitable surface cleaning method is applied other than mentioned above.
- iii. All sand blast cleaned surfaces should be coated with the prescribed primer within 4(four) hours of blasting.

**1.6 Mud Agitator:** Each mud tank shall be equipped with 2 (two ) Nos mud agitators (one in each chamber ) so positioned to have proper churning of mud, each complete with flameproof electric motor(s) of suitable capacity which shall operate on 415 Volts, 3-phase, 50 Hz AC power supply. The mud agitators should be of aerofoil design impeller and heli-bevel type gearbox. The turn-over rate of the agitator should be around 50 seconds. Make and model of the Mud Agitator is GAURAV ASSOCIATES and GAMA-MAI respectively

**1.7 Electrical Motor:**

The electric motor (to be mounted on the vessel) shall be of suitable capacity, 3 phase squirrel cage flameproof (Ex-d) induction motor suitable for hazardous areas of oilfields, Zone-I and gas group IIA & II B, and conforming to IS/IEC/EN 60079.

- i) Type: AC Induction type, 3 phase.
- ii) Power Rating: To be decided by supplier as per design requirements.
- iii) RPM: To be decided by supplier as per design requirements.
- iv) Totally enclosed type, flameproof (Ex-d) and weatherproof (suitable for gas groups IIA & IIB and Zone-I of hazardous area (Oil Mines) as per IS/IEC/EN 60079), with provisions of cable entry through flameproof (Ex-d) double compression cable glands. (Ref: Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010, Regulation no. 110).
- v) Cooling: Fan Cooled or liquid cooled.
- vi) Voltage: 415volts
- vii) Frequency: 50Hz
- viii) Insulation: Class F
- ix) Ingress Protection: IP 55 (Minimum)
- x) Duty: S1 continuous duty
- xi) Temperature class: T4
- xii) Paint: Epoxy anticorrosive painted surface.

## 1.8 Starter Panel:

Type: The type of starter is to be decided by supplier, depending upon current requirements of the motor.

- i) Rating: To be decided by supplier.
- ii) Enclosure: It shall be totally enclosed type, flameproof (Ex-d) and weather proof (suitable for gas groups IIA & IIB and Zone-I of hazardous area (Oil Mines) as per IS/IEC/EN 60079), with provisions of cable entry through flameproof (Ex-d) double compression cable glands. (Ref: Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010, Regulation no. 110).
- iii) Components: The starter must (but not be limited to) include:
  - 1. Stop Push Button Red Mushroom Head with padlocking arrangement with "1 NC" contact: 1 no.
  - 2. Start Push Button Green shrouded with "1 NO" contact: 1 no.
  - 3. Protection Features:
    - a. Suitable overload protection.
    - b. Suitable earth leakage protection with sensitivity of 30/100mA.
  - 4. Indications:
    - a. One red indication light to indicate the availability of power to starter.
    - b. One green indication light to indicate that the motor is running.
    - c. One yellow/amber indication light to indicate motor tripped.
- iv) Remote control station (if used):

Remote Push Button Station (PBS), if used in conjunction with the starter, shall be with the following provisions:

  - a. Circuit voltage shall not exceed 30V. (Ref: Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010, Regulation no. 102).
  - b. Connection between the starter and the PBS shall be through a suitable intrinsically safe barrier. (Ref: Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010, Regulation no. 110).
- v) Earthing: The starter body shall be provided with two distinct earthing points one on the outside, and one on the inside.
- vi) Name plate: Raised lettering cast internally on the cover.
- vii) Ingress Protection: IP55 (Minimum).

## **1.9 Statutory Requirements**

- i. Motor, its enclosure along with its terminal box, starter, double compression cable glands and PBS (if used) shall be of flameproof (Ex-d) type, suitable for use in oilfield hazardous area, Zone-I of Oil Mines, and gas group IIA & II B of oil mines and shall conform to IS/IEC/EN:60079-0 and IS/IEC/EN:60079-1. (As per Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010, Regulation no. 110).
- ii. Test reports conforming to the above from an Indian Government Laboratory or NABL accredited laboratory or IEC-Ex accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility, shall be submitted with the bid as well as with the supply of materials.
- iii. In case the bidder is unable to provide the test reports/ certificates at the time of bid submission, the bidder must categorically confirm in their offer that "Test reports/ certificates will be submitted along with the supply of materials."
- iv. The electrical system should be compliant with OMR-2017, OISD Regulations and Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 or their revisions thereafter.

## **1.10 Notes for Electrical Items**

- i) The motor, starter panel and PBS (if used) shall be provided with two distinct body earthing points.
- ii) Certified flameproof (Ex-d) double compression cable gland should be fitted with the motor, starter, PBS (if used) and junction box (if used).
- iii) The supplier must note that the electrical system available at the well-site is 3-phase 3-wire, without neutral. The motor starting and running system shall thus be designed for 3-phase 3-wire system, without neutral.
- iv) Suitable rain canopy shall be provided with the motor, starter and PBS (if any).

## **1.11 Earthing:**

- i) Each suction tank should have two nos. of GI strips 50mmX6mm mounted on the outside walls of the tank. The strips shall be welded to sturdy support which are welded to the tank wall.
- ii) The gap between earthing strip and tank body shall be 50mm (approximately).
- iii) The strip length shall be same as the length/ width of the tank.
- iv) The motor, starter panel and PBS (if used) earthing shall be welded to the two GI earthing strips running along the wall of the suction tank at two distinct points.

- 1.12** Each suction tank shall have light poles (minimum 2 Nos.) having adequate individual flameproof (Ex-d) LED lighting arrangement. The LED lamp wattage shall be of minimum 30W. The light poles shall have collapsible mechanism for ease of transportation.

## **2.0 Painting:**

- i. 2(two) coats of inorganic zinc primer of 100-125 micron DFT should be applied all over the tank, skid, ladder etc.
- ii. 2(two) coats of High Build Epoxy paint of 180-200 micron DFT of Grey colour should be applied on the inner wall only & 2(two) coats of Synthetic Enamel paint of 100-125 micron DFT of Grey colour should be applied on the outer tank wall surface, ladder, connections etc.
- iii. 2(two) coats of Synthetic Enamel paint of 90-100 micron DFT of Black colour should be applied on the Skid of the tank.

Note: HB Epoxy & Synthetic Enamel paint should be of make Berger, ICI, Jenson & Nicholson and Shalimar only. Bidder must provide the brochure of paint [both High Build Epoxy & Synthetic Enamel] offered for painting.

## **2.1 Inspection of Tank:**

Each tank should be offered for inspection to OIL as per following schedule. Prior intimation should be given well in advance for carrying out the inspection.

- i. Raw Material inspection prior to starting of fabrication job.
- ii. Any time during fabrication of skid & body but prior to tank top fabrication job.
- iii. Any time between completion of entire fabrication job & ready for hydraulic testing.
  - a. All the tanks should be hydraulically tested for 24hrs & this will be witnessed by the OIL's representative during the inspection.
  - b. Surface preparation followed by painting should be started after successful hydraulic testing & getting clearance from the OIL's inspector.
- iv. Any time after blasting but prior to painting.
- v. Any time during painting.

OIL reserve the right to have more stage inspections if required on & above the inspection clauses mentioned above.
- vi. Tanks will be allowed for dispatch after getting clearance from the OIL's inspector.

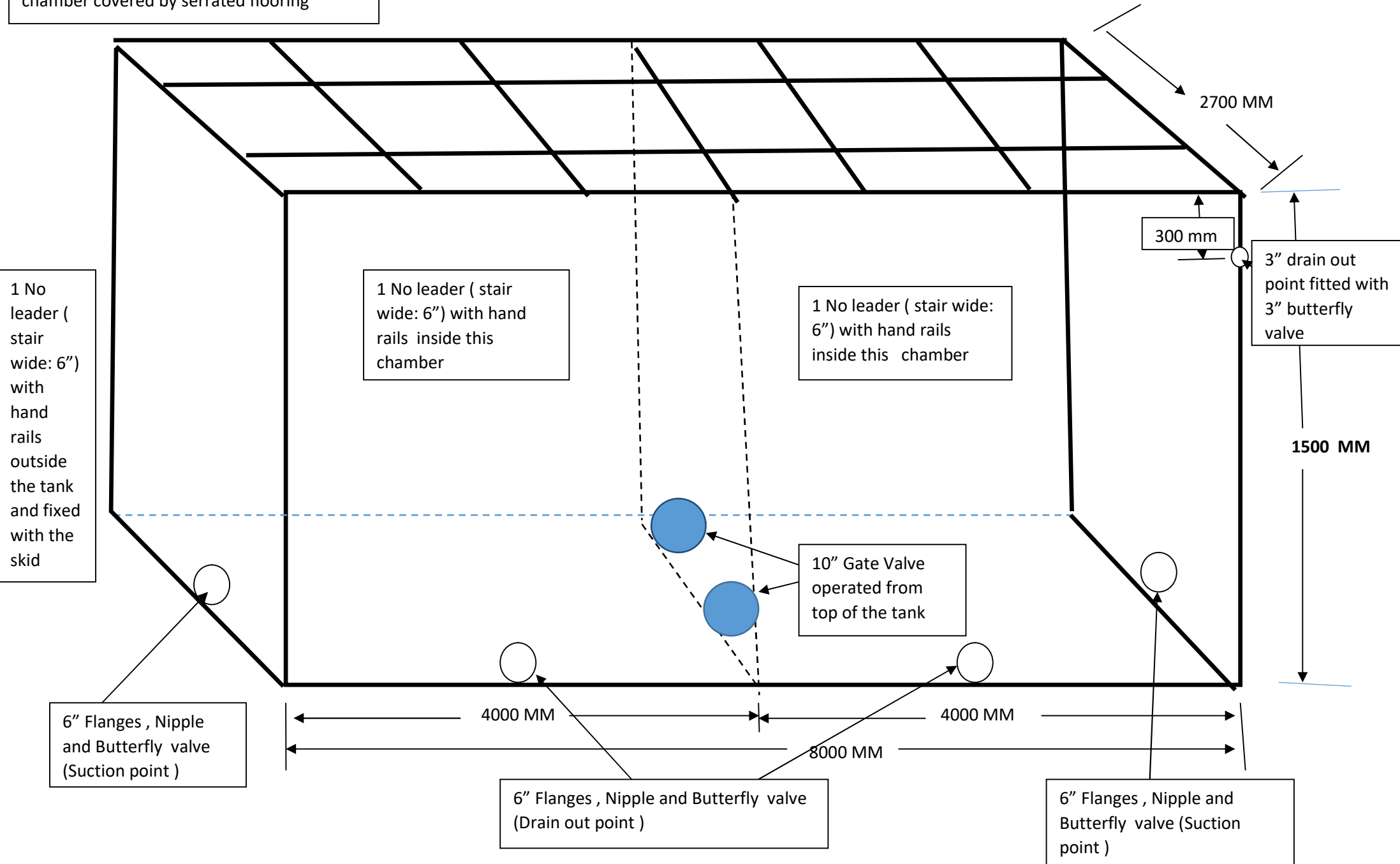
For such inspection, no separate cost will be payable by OIL to the successful bidder. However, cost of travel, accommodation and other expenses of OIL's PDI team will be borne by OIL.

### **3.0 OTHER NOTES TO BIDDERS:**

- 3.1 Rectangular Chemical Tanks to be offered by bidders shall conform to the specifications with all accessories as per Annexure-A-I of NIT. Bids shall be rejected in case the offered product does not conform to required parameter stipulated in the technical specifications.
- 3.2 The bidder must be a fabricator of Steel Tanks & Structures similar to OIL's requirement as per NIT specification.
- 3.3 Bidder must provide detail design & drawing of the Rectangular Chemical Tank to be offered along with dimensions, accessories, connections, material specifications, crimp design etc as per NIT requirement. The drawing must be submitted along with the offer for technical scrutiny.
- 3.4 Bidder must confirm that all components of the Rectangular Chemical Tank shall be new, unused & free from all defects.
- 3.5 Bidder must confirm that 'Purchase Order No.', 'Tank Sl. No.', 'DEPARTMENT NAME - OIL INDIA LIMITED' will be weld written on a separate plate duly welded with the body of each Rectangular Chemical Tank. Details will be provided by OIL's inspector during inspection of the tanks.
- 3.6 The bidder must confirm in their bid to provide Guarantee certificate for a period of 12 months from the date of delivery of the tanks in well sites against any physical damage due to poor workmanship, rusting / peeling off of paint & if any damages are caused due to reasons already mentioned during 12 months guarantee period; the same will be repaired / repainted by the supplier free of cost. The bidder will also confirm to submit the Guarantee Certificate along with dispatch documents.

Top of the tank shall be covered by serrated flooring and 2 Nos man hole in each chamber covered by serrated flooring

### SUCTION TANK DRAWING WITHOUT SKID



## **ANNEXURE – B**

### **GENERAL NOTES TO BIDDERS**

<b>SL No.</b>	<b>Bid Requirement</b>	<b>Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)</b>
1.0	Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.	
2.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.	
3.0	The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @ 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><b>Udyam Registration Number with Udyam Registration Certificate.</b></p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</p>	
5.0	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><del>Bidders to note that Ministry of Petroleum &amp; 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.</del></p> <p><del>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.</del></p> <p><del>1. <u>Certification and Verification</u></del></p> <p><del>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:</del></p> <p><del>(i) <u>At bidding stage:</u></del></p> <p><del>a) <u>Price Break-up:</u></del></p> <ul style="list-style-type: none"> <li><del>• The bidder shall provide the percentage of local content in the bid.</del></li> </ul> <p><del>b)</del></p> <ul style="list-style-type: none"> <li><del>• 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.</del></li> <li><del>• 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 practising cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.</del></li> <li><del>• 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.</del></li> </ul> <p><del>(ii) <u>After Contract Award</u></del></p> <ul style="list-style-type: none"> <li><del>• 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.</del></li> <li><del>• 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</del></li> </ul>	Clause Not Applicable

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<p><del>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.</del></p> <ul style="list-style-type: none"> <li><del>• 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.</del></li> </ul> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p>	
6.1	Percentage of Local Content (to mention by the bidder)	Clause Not Applicable
6.2	<p><del>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.</del></p> <p><del>In case bidder do not submit their preference among PP-LC &amp; 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.</del></p>	Clause Not Applicable

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 under:</p> <p>Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail: tmbhasin@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><b>Submission of Performance Security:</b></p> <p>The successful bidder will submit the performance security (if applicable) in the form of Bank Guarantee within 15 days of award of contract on GeM. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <p>(i) MT760/MT760COV for issuance of Bank Guarantee (ii) MT 760/MT767COV for amendment of Bank Guarantee</p> <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code–HDFC0002118; SWIFT Code-HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN–786602.</p> <p>The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch alongwith the original bank guarantee.</p>	
14.0	<ul style="list-style-type: none"> <li>• Bid validity: As per tender</li> <li>• PBG: Will be submitted as per tender within 15 days from placement of order in case of award.</li> <li>• Delivery period: As per tender</li> <li>• Payment terms: As per tender</li> <li>• Exception / Deviation : Nil</li> <li>• Warranty: As per tender</li> <li>• Packing, forwarding: Included as required in the tender.</li> <li>• Transportation &amp; transit insurance upto destination: Included as required in the tender.</li> <li>• Loading &amp; unloading at site: Included as required in the tender.</li> <li>• GST @5% against essentiality certificate: Inclusive in quoted cost.</li> <li>• GeM General Terms &amp; Conditions: Acceptable</li> </ul> <p>Bidder must confirm compliance as mentioned above in toto. Exception/Deviation to above terms &amp; conditions are not acceptable.</p>	
15.0	<p>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>	
16.0	<p><b>NUMBER OF DESPATCHES:</b> Unless otherwise mentioned, the total quantity for a particular consignee and / or for a specified delivery schedule shall be supplied / delivered in 01 (One) Lot. OIL reserves the right for non-acceptance of delivery of part quantity and shall have no liability for any loss to the supplier in case of such rejection of part delivery.</p>	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
17.0	<p><b><u>DELIVERY TIMING:</u></b> Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below-</p> <p><b>a) Monday to Friday:</b>            (i) Slot-1: 08.00 AM to 10.00 AM            (ii) Slot-2: 12.30 PM to 02.00 PM</p> <p><b>b) Saturday:</b> 08.00 AM to 10.00 AM</p> <p><b>Note:</b> No delivery shall be made on Sunday / National Holidays</p>	
18.0	<p><b><u>PACKING:</u></b> Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.</p>	

## **ANNEXURE - C**

### **(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)
<b>A.1 TECHNICAL</b>		
1.0	<p>The bidder must have the experience of designing / fabrication / testing and supplying at least 01 (One) single order of value <b>Rs. 47.84 Lakhs</b> for the tendered item (Steel Tanks similar to NIT specifications). The order must be from any reputed Govt. organization, PSU's, Central Govt. or Public Limited Company, executed during last 5(Five) years preceding the original Bid Closing Date of the tender.</p> <p>Documentary evidence in respect of the above should be submitted in the form of copies of relevant <b>Purchase Orders</b> alongwith copies of <b>any/combination of the following documents</b> in respect of satisfactory execution of the Purchase Order:</p> <ul style="list-style-type: none"> <li>i) Copies of sealed &amp; signed supply/commissioning certificate from end users on their letterhead (OR)</li> <li>ii) Consignee delivery receipt / challan (OR)</li> <li>iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST (OR)</li> <li>iv) Commercial Invoice/ Payment Invoice (OR)</li> <li>v) Any other documentary evidence to the satisfaction of OIL that can substantiate the satisfactory execution of the purchase order cited above.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>a) The Contract(s) / Purchase Order(s) date need not be within 5 (five) years preceding the original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.</li> <li>b) Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the bid closing date.</li> <li>c) Originals of documentary evidence are to be produced for verification on demand of OIL.</li> <li>d) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</li> </ul>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
<b>A.2: FINANCIAL</b>		
1.0	<p>The bidder must have annual Financial Turnover from Operations equal to or more than <b>Rs. 47.84 Lakh</b> 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>	
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 <b>PROFORMA- 1</b>) 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 &amp; 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 &amp; Net worth as per format prescribed in <b>PROFORMA – 2</b>.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other</p>	



Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.	
4.0	<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> <ul style="list-style-type: none"> <li>i) Turnover of the parent/ ultimate parent/ holding company should be inline with requirement.</li> <li>ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with the requirement.</li> <li>iii) Corporate Guarantee (as per <b>PROFORMA-3</b>) on parent / ultimate parent / holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them.</li> <li>iv) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company.</li> </ul>	

**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.