

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	30-11-2022 13:00:00
<b>Bid Opening Date/Time</b>	30-11-2022 13:30:00
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name</b>	Oil India Limited
<b>Organisation Name</b>	Oil India Limited
<b>Office Name</b>	Oil India Limited
<b>Total Quantity</b>	2
<b>Item Category</b>	Primary Injection Test Kit , Secondary Injection Test Kit
<b>BOQ Title</b>	Primary and Secondary Injection Test Kit
<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),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),Compliance of BoQ specification and supporting document *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>Primary product category</b>	Primary Injection Test Kit
<b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
<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>	Item 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).	19

(a). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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

**Beneficiary:**

OIL INDIA LIMITED

MATERIALS DEPARTMENT, DULIAJAN, ASSAM, PIN 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	PPP-MII shall not be applicable for tenders 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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### **Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Primary Injection Test Kit	1
Schedule 2	Secondary Injection Test Kit	1

#### **Primary Injection Test Kit**

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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	1	120

#### **Secondary Injection Test Kit**

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

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	1	120

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

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

### 2. Generic

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

### 3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 4. Generic

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

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

### 5. Generic

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

6. **Generic**

Scope of supply includes Training: Number of employees to be trained 5 , Place for Training DULIAJAN and Duration of training 2 days.

7. **Generic**

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

8. **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

9. **Generic**

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

10. **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.

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 75 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

13. **Scope of Supply**

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

14. **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.

#### 15. **Certificates**

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

#### 16. **Warranty**

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

## **Disclaimer**

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

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

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

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

**ANNEXURE- I**  
**(ITEM SPECIFICATIONS & SCOPE OF WORK)**

**ITEM NO. 1**

**Technical Specification for Primary injection test kit:**

**a)** Test kit should offer various range of testing applications such as :

- i) Turns Ratio
- ii) Polarity check
- iii) Burden of CT
- iv) Heat Run etc.

**b)** Input Power Supply: Mains Input: In the range (100-240) Vac, 50 Hz, 1 phase

**c)** Environmental Condition:

Operating Temperature: 6 – 45 degree Celsius or more

Storage temperature: 6-55-degree Celsius or more

Humidity Range: >90 %

**d)** Current Output: 0-2500 A ac or more.

Note: Current output shall have seamless control over current so that CTs with lower rating can also be tested.

**e)** Measurement:

- i) Measurement method: AC, true RMS
- ii) Primary current: up to 120 % of the maximum current or more
- iii) Secondary current: 0-5A
- iv) Accuracy:  $\pm 1\%$  of range  $\pm 1$  digit or better
- v) Resolution: a) Primary: 1 A or better for (0-2500) A
- vi) Phase angle: 0-359 degree with Resolution of 1 degree and accuracy of  $\pm 2$  degree

**f)** Protection: The kit shall have MCB protection for overloads, HRC fuses to protect the over loads and short circuits, Zero start interlock and auto cutoff on tripping relay.

**g)** The unit shall be equipped with a timer of minimum range 0-999 sec.

**h)** Display: Digital LCD / LED type with following parameters to be displayed:

- i) Output Current
- ii) Phase angle
- iii) Z, P, R, X, S, Q or power factor

**i)** Mobility: Kit should be sturdy, easily portable and modular type.

**j)** Enclosure: To be provided with metallic robust enclosure necessary trolley with castor wheels and carrying handles for easy transportation.

**k)** Accessories: All standard accessories are to be supplied along with the material in a suitable enclosure.

**l)** The successful bidder shall have to demonstrate the kit to OIL O&M personnel at site and impart all necessary training to OIL O&M personnel. Item shall be accepted at site only after the item has been successfully demonstrated and trained to OIL O&M personnel.

**m)** The complete unit shall have warranty for 12 months from the date of successful demonstration / warranty at site and acceptance of materials.

**n)** Documentation:

Along with the offer:

i) Detailed technical catalogue

Along with the supply:

i) Operating manual

ii) Test certificate

iii) Warranty certificate.



## **ITEM NO. 2**

### **Technical specification for secondary injection test kit:**

#### **1) GENERAL REQUIREMENT:**

Secondary Injection relay test set should be suited for the testing and adjustments of all the types of production and distribution relays. The following are most common and vital features requiring frequent testing:

- a) Over/Under voltage
- b) Over/Under current
- c) Differential
- d) Directional Overcurrent/Earth fault
- e) Time Delay/ Time Delay Overcurrent
- f) Negative sequence overcurrent
- g) Synchronising/Sync Check
- h) Directional power single phase & Directional power three phase
- i) Loss of field
- j) Phase balance current
- k) Negative sequence overcurrent
- l) Frequency

Make of the relays available in field:

- a) ABB REF615/REG615
- b) Siemens 7SR2242/ 7SR1103/ 7SR1205/ 7SR1703/ 7SR1003

The basic test set functions shall be to generate current and voltages and to stop generation as the relay trips. Test set shall have user friendly operation.

#### **2) Operating environment:**

- a) Operating temperature: (6-40) degree Celsius
- b) Storage temperature: (6-70) degree Celsius
- c) Relative humidity: More than 95 % RH, non-condensing
- d) Weight: Less than or equal to 20 kg (Excluding all accessories)

#### **3) APPLICABLE STANDARDS:**

The test set shall have IEC/EN certificate for the following:

- a) Electromagnetic Compatibility
- b) Safety
- c) Shock
- d) Vibration

#### 4) Characteristics of the unit:

##### a) Main current/voltage generator:

###### 1) Current output:

- i) Test kit shall have 6 channels for current output.
- ii) (0-30) Amps or more
- iii) Provision should be present to operate current outputs in parallel mode.

###### 2) Voltage output:

- i) Minimum 3 channels
- ii) (0-300) V or more

b) Auxiliary DC voltage/Battery Simulator: DC as voltage battery simulator with variable output voltage. Range:(0-110) V or more. (Required to power up relays with operating voltage ranging from 24 V to 110 V DC)

##### c) Frequency Generator:

- i) Variable frequency output is required.
- ii) Should be able to produce transient signals

##### d) Phase angle generator: variable range to phase angle to be produced.

##### e) Binary Contacts:

- i) Input contacts: Minimum 2 nos.  
Operating voltage: (0-300) V or more
- ii) Output contacts: Minimum 2 nos.  
Operating Voltage: (0-300) V or more

f) Timer: Timer function should be available either in Seconds or cycle to record tripping time of relay, circuit breaker etc.

g) Measurement: AC/DC voltage & current measurement facility should be available.

5) Power supply: Mains supply: In the range of 220V  $\pm$  15%; 50 Hz.

#### 6) Protection:

- a) Short circuits protection
- b) Overloads

c) Open circuits

7) Accessories:

- i) Software for carrying out the test of all relays as mentioned in para 1 (General Requirement)
- ii) Test leads for carrying out the test of all relays as mentioned in para 1 (General Requirement)
- iii) Transit case/Rugged case/Protective carrying bag

8) The successful bidder shall have to demonstrate the kit to OIL O&M personnel at site and impart all necessary training to OIL O&M personnel. Item shall be accepted at site only after the item has been successfully demonstrated and trained to OIL O&M personnel.

9) The complete unit shall have warranty for 12 months from the date of successful demonstration / warranty at site and acceptance of materials.

10) Documentation:

Along with the offer:

- i) Detailed technical catalogue

Along with the supply:

- i) Operating manual
- ii) Test certificate
- iii) Warranty certificate.

## **ANNEXURE – II**

### **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	<p>The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional <b>GST @ 12%</b> will be applicable against supply of goods 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.</p> <p><b>Bidder(s) must note that above concessional GST shall be applicable only against supply of goods. GST against other services including installation /commissioning, if any, involved in the tender shall be as per HSN/SAC.</b></p>	
4.0	<p>Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette NotificationNo.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>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.</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><del>1. Certification and Verification</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) At bidding stage:</del></p> <p><del>a) Price Break-up:</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) After Contract Award</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</del></li> </ul>	Not Applicable

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<p>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"> <li>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.</li> </ul> <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)	Not Applicable
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 &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.</p>	Not Applicable
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>	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<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><b>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</b></p> <p>Banning Policy dated 6th January, 2017 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. However, for contradictions (if any) amongst Banning Policy dated 6th January, 2017 and OM no. F.1/20/2018-PPD dated 02.11.2021, clauses of OM no. F.1/20/2018-PPD dated 02.11.2021 shall prevail.</p> <p>The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening /evaluation /Award of Work.</p>	
9.0	<p>At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.</p>	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
10.0	The tender has been floated in GeM portal under Single Stage Two Bid System. Therefore, bidder must not disclose their prices in their technical offer. The technical bid shall contain all techno-commercial details except the prices/costs. Bidder must note that disclosure of price in technical bids shall lead to rejection of the offer.	
11.0	<p>The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-IP of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL's Independent External Monitors at present are as 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	All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including freight, insurance, loading and unloading.	
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>	



SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<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–HDFCINBBAL. 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 @12% against supply: 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><del>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.</del></p>	Not applicable
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>	
17.0	<p><b>DELIVERY TIMING:</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>	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<p><b>b) Saturday: 08.00 AM to 10.00 AM</b></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>	
	<p><b><u>FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.</u></b></p> <p>Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.</p> <p>i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.</p> <p>ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.</p> <p>iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.</p> <p>Note: (i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller). (ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).</p>	

## **ANNEXURE - III**

### **(Bid Rejection / Evaluation Criteria)**

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected. All the documents related to Bid Rejection / Evaluation Criteria (BEC/BRC) shall be submitted along with the technical bid.

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
<b>A.1 TECHNICAL</b>		
1.0	<p>The bidder must be either</p> <p><b>Original Equipment Manufacturer (OEM) of the offered item.</b></p> <p>OR</p> <p><b>Dealer/ Distributor/ Supply house authorised by the Original Equipment Manufacturer (OEM) of the offered item.</b></p> <p>In case the bidder is dealer / distributor / supply house authorised by the Original Equipment Manufacturer (OEM) of the offered item, the bidder must submit valid <b>AUTHORIZATION CERTIFICATE</b> issued by the Original Equipment Manufacturer (OEM) certifying bidder's dealership /distributorship / supply house.</p>	
2.0	The bidder must have experience of successful execution of at least one order for supply of 01 (one) No. Primary/Secondary Injection Test Kit in any PSU/Govt. organization/ Public Limited Company during the last 05 (five) years preceding the original bid closing date of this tender. Documentary evidences for above must be submitted as per NOTES to BEC/BRC.	
3.0	In case bidder is not the OEM, then the bidder will additionally submit documentary evidence for past experience from OEM of the offered item. The OEM must have experience of successful execution of at least one order (directly or through dealer/distributor/supply house) for supply of 01 (one) No. Primary/Secondary Injection Test Kit in any PSU/Govt. organization/ Public Limited Company during the last 05 (five) years preceding the original bid closing date of this tender. Documentary evidences for above must be submitted as per NOTES to BEC/BRC.	
4.0	<p>NOTES to BEC/BRC:</p> <p>i) For proof of past experience, following documents must be submitted along with the bid:</p> <p>a) Purchase Order/ Contract Document/ Work Order showing details of works.</p>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<p>b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) :-</p> <p>Performance / Commissioning Certificate issued on client's official letterhead with signature and stamp alongwith OR Copy of Consignee delivery receipts/challans OR Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules OR Copy of Commercial Invoice/Payment Certificate</p> <p>ii) Work/job/order executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BRC.</p> <p>iii) 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>iv) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.</p>	
1.0	Bidder should categorically confirm in the technical bid a delivery schedule within 120 days after receipt of formal order through GeM Portal.	
<b>A.2: FINANCIAL</b>		
1.0	<p>The bidder must have annual Financial Turnover from Operations equal to or more than <b>Rs. 43.29 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>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
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: 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 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 <b>PROFORMA-3</b>) on parent / ultimate parent / holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them.</p> <p>iv) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company.</p>	

**PROFORMA-1**

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

**Ref: Financial Criteria of the BEC**

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

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

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

Place :.....

Date :.....

Signature of the authorized signatory

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

## **PROFORMA-2**

### **CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTARD ACCOUNTANTS' FIRM** ON

**TO WHOM IT MAY**

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

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

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.