

Bid Document

Bid Details	
Bid End Date/Time	14-12-2022 14:00:00
Bid Opening Date/Time	14-12-2022 14:30:00
Bid Offer Validity (From End Date)	120 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	20
Item Category	POWER TONG TORQUE GAUGE WITH LOAD CELL - 36 INCH (Q3) , POWER TONG TORQUE GAUGE WITH LOAD CELL - 34 INCH (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Primary product category	POWER TONG TORQUE GAUGE WITH LOAD CELL - 36 INCH
Time allowed for Technical Clarifications during technical evaluation	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60

Bid Details	
Payment Timelines	Payments shall be made to the Seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

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

(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:

GM- MATERIALS (HOD)

Bank Details: Bank Name: ICICI BANK LTD. Branch Name: DULIAJAN Branch Address: KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602 IFSC Code: ICIC0000213 Unique identifier code (Field 7037): OIL503988890 Company name: Oil India Limited
(G C Sarma)

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	Rupak Kalita(Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
Designation of Competent Authority	GM(C&P),Corporate Office (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
Office / Department / Division of Competent Authority	OIL, C&P (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
CA Approval Number	OIL 62/C&P/267/2020 (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)

Competent Authority Approval Date	19-11-2022
Brief Description of the Approval Granted by Competent Authority	Oil India Limited has adopted Purchase Preference policy linked with Local Content issued by MOPNG vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and the original policy was approved by the Cabinet. This policy is applicable for tender value more than Rs. 1.0 Crore to treat the local supplier as Class I, Class II and Non Local Supplier and to extend the benefit of purchase preference accordingly as per policy.

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.

3. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

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

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

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

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any

such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

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

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

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

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

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

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	Power Tong Torque Gauge With Load Cell - 36 Inch	10
Schedule 2	Power Tong Torque Gauge With Load Cell - 34 Inch	10

POWER TONG TORQUE GAUGE WITH LOAD CELL - 36 INCH (10 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	10	180

POWER TONG TORQUE GAUGE WITH LOAD CELL - 34 INCH (10 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	10	180

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Technical Specification & BRC View	Technical Specification & BRC	POWER TONG TORQUE GAUGE WITH LOAD CELL - 36 INCH(10),POWER TONG TORQUE GAUGE WITH LOAD CELL - 34 INCH(10)

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

Buyer Added Bid Specific Terms and Conditions

1. Generic

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

2. 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:

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

5. **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 : 8/2022 - Integrated Tax (Rate) dated 13/07/2022

6. **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.

7. **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.

8. **Generic**

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

9. **Scope of Supply**

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

10. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

11. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

12. **Warranty**

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical 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

TECHNICAL SPECIFICATION

1.0 TECHNICAL SPECIFICATION:

**ITEM NO. 1: POWER TONG TORQUE GAUGE WITH LOAD CELL (TONG HANDLE SIZE - 36").
TOTAL - 10 (TEN) NOS.**

Power tong torque gauge for measuring torque exerted in casing joint threads while lowering casing joints into drilled wells to ensure recommended torque value for leakage free long life of casing string.

Each set confirm/consists of:

Handle Length of Tong: **36"**

Capacity of Indicator (gauge) - 30,000 Ft-Lbs (Minimum): **01 no.**

Hose Assembly - 5 ft.: **01 no.**

Gauge mount - Box type: **01 no.**

Type of Load Cell - Tension model, 4.00 Sq. in: **01 no.**

L-Shape bracket: **01 no.**

(For use as torque gauge of casing power tong size 13 ¾")

**ITEM NO. 2: POWER TONG TORQUE GAUGE WITH LOAD CELL (TONG HANDLE SIZE - 34").
TOTAL - 10 (TEN) NOS.**

Power tong torque gauge for measuring torque exerted in casing joint threads while lowering casing joints into drilled wells to ensure recommended torque value for leakage free long life of casing string.

Each set confirm/consists of:

Handle Length of Tong: **34"**

Capacity of Indicator (gauge) - 20,000 Ft-Lbs (Minimum): **01 no.**

Hose Assembly - 5 ft: **01 no.**

Gauge mount - Box type: **01 no.**

Type of Load Cell - Tension model, 4.00 Sq. in: **01 no.**

L-Shape bracket: **01 no.**

(For use as torque gauge of casing power tong size 10 ¾")

2.0 **GENERAL NOTE FOR BIDDERS**

1. The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. **This clause shall be valid for 18 months from date of shipment or 12 months from date of receipt of the items at site, whichever is earlier.** The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.
2. Bidder must provide detailed specifications of the offered products and should forward relevant Catalogue, Drawing, and Literature (in printed form, not in computer media such as floppies or CDs) indicating the quoted items along with the quotation.
3. Bidder should forward a list of recommended spares for two (02) years operation for the quoted items indicating part numbers, quantity & unit price separately along with the Price Bid and categorically confirm the same in the technical bid (**price should not be mentioned in the technical bid**). **However, the cost of these spares will not be considered for bid evaluation purpose.** The price should remain valid for at least two (02) years. **PLEASE NOTE THAT NO PRICE SHOULD BE MENTIONED IN THE TECHNICAL BID.**

Note: Pdf. file of the prices, along with the part numbers, Make etc. of the above spares can be uploaded as a part of Financial Document in GeM portal while uploading the prices. Provision for submission of such prices have been enabled against the tender in GeM portal and HAVE TO BE SUBMITTED ALONG WITH THE PRICE BID ONLY. Please note that no price should be mentioned in the Technical Bid.

4. The Bidder should indicate the dimensions and weight of the offered items, the name of the manufacturer, the country of origin and the port of dispatch of the materials.
5. In the event of order, the supply must include Inspection, Test and calibration certificates for the items and three sets of Maintenance, Operation, Service and Parts Manual. Bidder should categorically confirm while quoting.
6. Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

ANNEXURE - B

BID REJECTION CRITERIA (BRC)

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders, without which the same will be considered as non-responsive and rejected.

A1. TECHNICAL:

1. The items shall be manufactured & tested as per relevant API norms as specified in the Tender (**IF APPLICABLE**). Bidder must confirm.

2. EXPERIENCE:

A. MANUFACTURERS EXPERIENCE: IN CASE BIDDER IS THE MANUFACTURER

If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidence as per below along with the technical bid:

- i. Bidder must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant API certification as on the original bid closing date of the tender. Copies of relevant API certificates (having API authorization(s) for each of the item(s) mentioned in the tender) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid. Bids without copies of valid relevant API certificates or with break(s) in between will be rejected.

Note: *The above clause will be applicable only for those item(s) manufactured under API certifications, as specified in the tender.*

- ii. The bidder should have manufactured and supplied minimum 50% quantity (to be rounded to next higher whole figure) of each type of tendered items, of same or higher capacity and same or higher sizes, to any E&P companies/Drilling Contractors/Drilling service providers during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).

Documentary evidence in respect of manufacturing and supplying the above-mentioned items should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

- I. Signed and sealed Satisfactory supply/completion/installation report (in original on user's letter head)(OR)
- II. Bill of Lading (OR)
- III. Consignee delivery receipt/challan (OR)
- IV. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST. (OR)
- V. Commercial Invoice/ Payment Invoice

Note:

- a) *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.*
- b) *Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.*

B. IN CASE THE BIDDER IS NOT A MANUFACTURER:

If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:

- I. Authorization certificate from the manufacturer (in original on manufacturer's letter head with signature & stamp) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.
 - II. Undertaking from the manufacturer (in original on manufacturer's letter head with signature & stamp) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.
 - III. Warranty backup from the manufacturer in original on manufacturer's letter head (with signature & stamp) against the quality of the tendered item(s) as specified in the tender.
 - IV. Documentary evidence in respect of manufacturer's experience in manufacturing under relevant API certification (if applicable) as specified under para 2.A.(i) from the concerned manufacturer.
 - V. Documentary evidence in respect of manufacturer's supply experience as specified under para 2.A.(ii) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).
 - VI. Documentary evidence in respect of bidder's own supply experience of supplying minimum 50% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher capacity and same or higher sizes, during last 5 (five) years as on original bid closing date of the tender as specified in the para 2.A.(ii).
3. If the bidder is a manufacturer and has supplied minimum 25% quantity (to be rounded to next higher whole figure) of any or all the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the bidder need not satisfy Clause 2.A.ii for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below:
- i) If the bidder (manufacturer) has supplied minimum 25% quantity (to be rounded to next higher whole figure) all the tendered items then they shall have to indicate the Purchase Order(PO) nos. of OIL executed by them for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid.
 - ii) If the bidder(manufacturer) has supplied minimum 25% quantity (to be rounded to next higher whole figure) only few types of tendered items then they shall have to indicate the Purchase Order(PO) nos. of OIL executed by them for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by them to OIL, the bidder (manufacturer) has to submit supply experience as per clause 2(A)(ii) above.
4. If the bidder is sole selling agent / distributor / dealer / supply house of any manufacturer and has submitted bid quoting product of the manufacturer who has supplied minimum 25% quantity (to be rounded to next higher whole figure) any or all the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the manufacturer need not satisfy Clause 2.A.ii for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below:
- i) If the manufacturer has supplied minimum 25% quantity (to be rounded to next higher whole figure) all the tendered items then the bidder shall have to indicate the Purchase Order (PO) nos. of OIL executed by that manufacturer for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, such bidder themselves must meet clause no. 2(B)(VI). above.

- ii) If the manufacturer has supplied minimum 25% quantity (to be rounded to next higher whole figure) only few types of tendered items then the bidder shall have to indicate the Purchase Order (PO) nos. of OIL executed by that manufacturer for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by the manufacturer to OIL, the bidder has to submit supply experience as per clause 2(B).(V) above. However, such bidder themselves must meet clause no. 2(B).(VI) above.
- 5. Bidder should categorically confirm in the technical bid that the tendered items will be supplied within the delivery period as mentioned in the tender, without which the bid will be rejected.

6. Additional Documents:

- 6.1 In case, for supplementing manufacturer's supply experience criteria (2.A.ii), the manufacturer submits Purchase Order(s) and relevant documents which is through their sole selling agent/distributor/dealer/supply house, then following additional documents are also to be submitted:
 - a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).
 - i) Bill of Lading (OR)
 - ii) Commercial Invoice / Payment of Invoice of the OEM (OR)
 - iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.
- 6.2 In case, for supplementing the supply experience criteria for both itself and the manufacturer (2.B.V & 2.B.VI), the sole selling agent / distributor / dealer / supply house of the manufacturer submits same set of signed Purchase Order(s) and relevant documents, then following additional documents are also to be submitted:
 - a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).
 - i) Bill of Lading (OR)
 - ii) Commercial Invoice / Payment of Invoice of the OEM (OR)
 - iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

7. DELIVERY CRITERIA

Delivery of the items must be completed within **180 days** from the date of issue of Purchase order. The date of receipt of the items at OIL's site shall be considered as the date of delivery.

Bids submitted by Bidders quoting delivery period more than the abovementioned duration shall not be accepted. Bidders must categorically confirm the delivery period in their Technical Bid.

A2. FINANCIAL CRITERIA

- 1.0 The bidder shall have an annual financial turnover of minimum **INR 33,93,952.80** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

[Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91)]

- 2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.

[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"]

- 3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying (**PROFORMA – A**) that 'the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited so far'.

Note:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

- (i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA - B**.

OR

- (ii) Audited Balance Sheet along with Profit & Loss account.

- 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.

- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

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:

- (i) Turnover of the parent/ultimate parent/holding company should be in line with Para A2 (1.0) above.
- (ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A2 (2.0) above.
- (iii) Corporate Guarantee (**PROFORMA - C**) on parent/ultimate parent/holding company's company letter head signed by an authorized 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.
- (iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

ANNEXURE – C

GENERAL NOTES TO BIDDERS

- 1.0** Bidders shall submit their offer mentioning pointwise compliance/noncompliance 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** To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.
- 3.0** The Bidder to submit following Technical Evaluation Sheet along with technical bid -

Annexure – D: Bid Evaluation Matrix (Technical Specification)

Annexure – E: Bid Evaluation Matrix (BEC/BRC)

4.0 INTEGRITY PACT:

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 - D** 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.

OIL's Independent External Monitors at present are as under:

DR. TEJENDRA MOHAN BHASIN,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

SHRI SUTANU BEHURIA, IAS (Retd.),
E-mail ID: sutanu2911@gmail.com

SHRI OM PRAKASH SINGH, IPS (Retd.)
Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com

- 4.1** In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.
- 4.2** 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.

5.0 TAX COLLECTIBLE AT SOURCE (TCS):

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.

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:

- 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
- b. Total supply of goods to OIL in FY (As applicable) exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

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.

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.

- 6.0** At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

7.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

Banning Policy dated 6th January, 2017 as uploaded in OIL's website 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. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

- a) Backing out by bidder within bid validity.
- b) Backing out by successful bidder after issue of LOA/Order/Contract
- c) Non/poor performance and order/contract execution default.

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.

8.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:

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. For clauses on applicability of above restriction please refer the above-mentioned Notification. Bidders are requested to take note of the clauses and submit their offers accordingly, wherever applicable. In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide, **PROFORMA – E** along with the technical bid.

“Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or works, only if the bidder is registered with the competent authority”

9.0 CONCESSIONAL GST:

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.

Note: Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL or at least **45 days** prior to their readiness for despatch, whichever is earlier. 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.

10.0 MICRO AND SMALL ENTERPRISES (MSE):

Categorisation 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-DL-E-16062021-227649 dated 16th June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of December, 2021.

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:

Udyam Registration Number with Udyam Registration Certificate.

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.*

- 10.1** For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturer/service provider of tendered item(s) and registered with the appropriate authority for the said item(s).

11.0 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.

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.

- 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.
- 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.
- 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.

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).

12.0 PERFORMANCE SECURITY:

Successful bidder will be required to furnish a Performance Bank Guarantee @3% of the order value with validity as mentioned in the tender document. The Performance Security must be submitted exactly as per **PROFORMA – F**. Bidder must confirm the same in their Technical Bid.

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under:

Bank Details of Beneficiary	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

PROFORMA – A

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

(ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER)

Ref: Clause No. A2 (3.0) - Financial Criteria of the BEC

Tender No.: _____

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

The balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original Bid closing Date.

Place :.....

Date :.....

signatory

Signature of the authorized

Note: *This certificate are 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 – B

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD		
<u>TO WHOM IT MAY CONCERN</u>		
<p>This is to certify that the following financial positions extracted from audited financial statements of M/s..... (Name of the bidder) for the last 3 (three) completed accounting years upto.....(as the case may be) are correct.</p>		
YEAR	TURNOVER In INR (Rs.) Crores/ USD Million*	NET WORTH In INR (Rs.) Crores / USD Million*
<p>*Rate of conversion (if used any): USD 1.00 = INR</p> <p>Place:</p> <p>Date:</p> <p>Seal:</p> <p>Membership No.:</p> <p>Registration Code:</p> <p>Signature:</p>		

****Applicable for Global Tenders.***

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 – C

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.....herein after 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)

Witness:

- 1.
- 2.

for and on behalf of (Bidder)

Witness:

- 1.
- 2.

PROFORMA – D

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for
The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 - Commitments of the Principal

- (1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - (iii) The Principal will exclude from the process all known prejudiced persons.
- (2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 - Commitments of the Bidder/Contractor

- (1)** The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 - Equal treatment of all Bidders/Contractor/Subcontractors

- (1) The Principal will enter into Pacts on identical terms with all bidders and contractors.
- (2) The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations

between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.
- (9) In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section: 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section: 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

M. B. SINGHA

.....

For the Principal

Date : 18.11.2022

Place : Duliajan

.....

For the Bidder/Contractor

Witness 1:

Witness 2:

PROFORMA – E

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India

(To be typed on the letter head of the bidder)

Ref. No. _____

Date: _____

Tender No. _____ Date: _____

**OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA**

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note : This form should be returned along with offer duly signed.

PROFROMA – F

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,
GENERAL MANAGER – MATERIALS (HOD)
OIL INDIA LIMITED, MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN – 786602

WHEREAS.....(Name and address of Contractor)
(hereinafter called "Contractor") had undertaken, in pursuance of Contact No..... to
execute (Name of Contract and Brief Description of the Work)
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures)..... (in words), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until theday of.....

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:
- B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:
Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
(b) This guarantee shall be valid till
(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
(d) At the end of the claim period that is on or after.....(Date of expiry of.....the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS.....
Designation:.....
Name of the Bank:.....
Address:.....

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,

Oil India Limited,
Materials Department,
Duliajan, Assam - 786602

We, M/s..... are submitting the Bid Security/Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.....for an amount of INR.....valid up to as per terms and conditions of Tender / Contract No.....

BG issuing bank details:

Bank:	
Branch:	
IFS Code:	
Contact Details	
E-mail Addresses:	Mobile No.: Telephone No.: Fax No.:
Correspondence Address	
H No/Street/City:	State: Country: Pin Code:

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No.: _____

Enclosure: Original bank guarantee

ANNEXURE – D

BID EVALUATION MATRIX (TECHNICAL SPECIFICATION)

TECHNICAL SPECIFICATIONS				
Item Number	DESCRIPTION	BIDDER'S RESPONSE		
		(Complied / Not Complied / Deviation / Not Applicable)	Bidder's Remarks (Specification/Parameter/Confirmation etc.)	Reference of Document name / Serial no / Page no etc., of their bid for documentary evidence to support the offer / compliance
10	POWER TONG TORQUE GAUGE WITH LOAD CELL (TONG HANDLE SIZE - 36"). (For use as torque gauge of casing power tong size 13.3/8")			
i	Handle Length of Tong: 36"			
ii	Capacity of Indicator (gauge) - 30,000 Ft-Lbs (Minimum) : 01 no.			
iii	Hose Assembly - 5 ft : 01 no.			
iv	Gauge mount - Box type: 01 no.			
v	Type of Load Cell - Tension model, 4.00 Sq. in: 01 no.			
vi	L-Shape bracket: 01 no.			
20	POWER TONG TORQUE GAUGE WITH LOAD CELL (TONG HANDLE SIZE - 34") (For use as torque gauge of casing power tong size 10.3/4")			
i	Handle Length of Tong: 34"			
ii	Capacity of Indicator (gauge) - 20,000 Ft-Lbs (Minimum): 01 no.			
iii	Hose Assembly - 5 ft: 01 no.			
iv	Gauge mount - Box type: 01 no.			
v	Type of Load Cell : Tension model, 4.00 Sq. in: 01 no.			
vi	L-Shape bracket: 01 no.			
	GENERAL NOTES TO BIDDERS			
1	The items shall be brand new, unused & of prime quality. The bidder shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment/ dispatch or 12 months from the date of receipt of the items at site, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.			

2	Bidder must provide detailed specifications of the offered items (in printed form including relevant Catalogue, Drawings with exploded views and Literature not in computer media such as floppies or CDs). Bidder should categorically confirm while quoting.			
3	<p>Bidder should forward a list of recommended spares for two (02) years operation for the quoted items indicating part numbers, quantity & unit price separately along with the Price Bid and categorically confirm the same in the technical bid (price should not be mentioned in the technical bid). <u>However, the cost of these spares will not be considered for bid evaluation purpose.</u> The price should remain valid for at least two (02) years. <u>PLEASE NOTE THAT NO PRICE SHOULD BE MENTIONED IN THE TECHNICAL BID.</u></p> <p><i>Note: Pdf. file of the prices, along with the part numbers, Make etc. of the above spares can be uploaded as a part of Financial Document in GeM portal while uploading the prices. Provision for submission of such prices have been enabled against the tender in GeM portal and HAVE TO BE SUBMITTED ALONG WITH THE PRICE BID ONLY. Please note that no price should be mentioned in the Technical Bid.</i></p>			
4	In the event of order, the supply must include Inspection, Test and calibration certificates for the items and three sets of Maintenance, Operation, Service and Parts Manual. Bidder should categorically confirm while quoting.			
5	The Bidder should indicate the dimensions and weight of the offered items, the name of the manufacturer, the country of origin and port of dispatch of the materials.			
6	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.			

CHECKLIST

S/N	Questions	Yes/No/Not Applicable	Remarks
1.	Whether quoted as manufacturer?		
2.	Whether quoted as OEM Dealer/Supply House?		
3.	If quoted as OEM Dealer/Supply House -		
	a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/supply House for the product offered?		
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?		
4.	Whether agreed to the tender warranty clause of the tender?		
5.	Whether confirmed Bid validity as per tender requirement?		
6.	Whether quoted a firm delivery period as per the tender requirement?		
7.	Whether confirmed to submit PBG as asked for in tender as per PROFORMA – F?		
8.	Whether confirmed Bid Validity as per the tender requirement?		

9.	Whether confirmed Payment Terms as per the tender?		
10.	Whether quoted as MSE unit? If yes, whether necessary document submitted?		
11.	Whether submitted Integrity Pact duly signed and sealed as per PROFORMA – D ?		
12.	Bidder to categorically confirm under which policy i.e. PP-LC or MSE, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy. Whether indicated under which policy i.e. PP-LC or MSE, the benefit/purchase preference has been opted in the bid? Please mention the name of the policy opted under Remarks here.		
13.	<p>Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable.</p> <p>In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide, PROFORMA - E along with the technical bid. Whether uploaded along with the bid?</p>		
14	Whether indicated the country of origin for the items quoted? Please mention the “Country of origin” under Remarks here.		

ANNEXURE – E

BID EVALUATION MATRIX (BEC/BRC)

BID EVALUATION CRITERIA			
Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation / Not Applicable)	Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.			
A1	TECHNICAL:		
1.	The Items shall be manufactured & tested as per relevant API norms as specified in the Tender (IF APPLICABLE). Bidder must confirm.		
2.	EXPERIENCE:		
A	MANUFACTURERS EXPERIENCE: IN CASE BIDDER IS THE MANUFACTURER If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidence as per below along with the technical bid:		
i.	Bidder must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant API certification as on the original bid closing date of the tender. Copies of relevant API certificates (having API authorization(s) for each of the item(s) mentioned in the tender) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid. Bids without copies of valid relevant API certificates or with break(s) in between will be rejected. Note: The above clause will be applicable only for those item(s) manufactured under API certifications, as specified in the tender.		
ii.	The bidder should have manufactured and supplied minimum 50% quantity (to be rounded to next higher whole figure) of each type of tendered items, of same or higher capacity and same or higher sizes, to any E&P companies/Drilling Contractors/Drilling service providers during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).		

	<p>Documentary evidence in respect of manufacturing and supplying the above mentioned items should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:</p> <p>I. Signed and sealed Satisfactory supply/completion/installation report (in original on user's letter head)(OR) II. Bill of Lading (OR) III. Consignee delivery receipt/challan (OR) IV. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST. (OR) V. Commercial Invoice/ Payment Invoice</p> <p>Note: <i>a) 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.</i> <i>b) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.</i></p>		
B.	<p>IN CASE THE BIDDER IS NOT A MANUFACTURER:</p> <p>If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:</p>		
I.	Authorization certificate from the manufacturer (in original on manufacturer's letter head with signature & stamp) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.		
II.	Undertaking from the manufacturer (in original on manufacturer's letter head with signature & stamp) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.		
III.	Warranty backup from the manufacturer in original on manufacturer's letter head (with signature & stamp) against the quality of the tendered item(s) as specified in the tender.		
IV.	Documentary evidence in respect of manufacturer's experience in manufacturing under relevant API certification (if applicable) as specified under para 2.A.(i) from the concerned manufacturer.		
V.	Documentary evidence in respect of manufacturer's supply experience as specified under para 2.A.(ii) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).		
VI.	Documentary evidence in respect of bidder's own supply experience of supplying minimum 50% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher		

	capacity and same or higher sizes, during last 5 (five) years as on original bid closing date of the tender as specified in the para 2.A.(ii).		
3.	If the bidder is a manufacturer and has supplied minimum 25% quantity (to be rounded to next higher whole figure) of any or all the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the bidder need not satisfy Clause 2.A.ii for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below:		
i.	If the bidder(manufacturer) has supplied minimum 25% quantity (to be rounded to next higher whole figure) of all the tendered items then they shall have to indicate the Purchase Order (PO) nos. of OIL executed by them for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid.		
ii	If the bidder(manufacturer) has supplied minimum 25% quantity (to be rounded to next higher whole figure) of only few types of tendered items then they shall have to indicate the Purchase Order(PO) nos. of OIL executed by them for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by them to OIL, the bidder(manufacturer) has to submit supply experience as per clause 2(A).(ii) above.		
4.	If the bidder is sole selling agent / distributor / dealer / supply house of any manufacturer and has submitted bid quoting product of the manufacturer who has supplied minimum 25% quantity (to be rounded to next higher whole figure) any or all the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the manufacturer need not satisfy Clause 2.A.ii for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below:		
i.	If the manufacturer has supplied minimum 25% quantity (to be rounded to next higher whole figure) all the tendered items then the bidder shall have to indicate the Purchase Order(PO) nos. of OIL executed by that manufacturer for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, such bidder must meet clause no. 2(B)(VI) above		
ii.	If the manufacturer has supplied minimum 25% quantity (to be rounded to next higher whole figure) only few types of tendered items then the bidder shall have to indicate the Purchase Order (PO) nos. of OIL executed by that manufacturer for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by the manufacturer to OIL, the bidder has to submit supply experience as per clause 2(B).(V) above. However, such bidder must meet clause no. 2(B)(VI) above.		
5	Bidder should categorically confirm in the technical bid that the tendered items will be supplied within the delivery period as mentioned in the tender, without which the bid will be rejected.		

6	Additional Documents:		
6.1	In case, for supplementing manufacturer's supply experience criteria (2.A.ii), the manufacturer submits Purchase Order(s) and relevant documents which is through their sole selling agent/distributor/dealer/ supply house, then following additional documents are also to be submitted:		
a)	<p>Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).</p> <p>i) Bill of Lading (OR) ii) Commercial Invoice / Payment of Invoice of the OEM (OR) iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.</p>		
6.2	In case, for supplementing the supply experience criteria for both itself and the manufacturer (2.B.V & 2.B.VI), the sole selling agent / distributor / dealer / supply house of the manufacturer submits same set of signed Purchase Order(s) and relevant documents, then following additional documents are also to be submitted:		
a)	<p>Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).</p> <p>i) Bill of Lading (OR) ii) Commercial Invoice / Payment of Invoice of the OEM (OR) iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST</p>		
7.	<p><u>DELIVERY CRITERIA</u></p> <p>Delivery of the items must be completed within 180 days from the date of issue of Purchase order. The date of receipt of the items at OIL's site shall be considered as the date of delivery.</p> <p>Bids submitted by Bidders quoting delivery period more than the abovementioned duration shall not be accepted. Bidders must categorically confirm the delivery period in their Technical Bid.</p>		
A2	FINANCIAL CRITERIA		
1.0	<p>The bidder shall have an annual financial turnover of minimum INR 33,93,952.80 during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.</p> <p><i>[Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91)]</i></p>		
2.0	"Net Worth" of the bidder should be positive for the financial/accounting year just preceding to		

	<p>the original bid closing date of the tender.</p> <p><i>[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"]</i></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 certifying (PROFORMA – A) that 'the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited so far'.</p> <p><u>Note:</u></p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-</p> <p style="padding-left: 40px;">(i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA - B.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">(ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>		