

Bid Document

Bid Details	
Bid End Date/Time	17-01-2023 14:00:00
Bid Opening Date/Time	17-01-2023 14:30:00
Bid Offer Validity (From End Date)	90 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	1
Item Category	FLOATING GROOVED DRUM SKIMMER WITH HYDRAULIC POWER PACK (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
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	21

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

Beneficiary:

SR. MANAGER MATERIALS

MATERIALS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, "EMAIL: AMRITL_BORA@OILINDIA.IN"
(Amrit Loushon Bora)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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Details of the Competent Authority for MII

Name of Competent Authority	S DHAR
Designation of Competent Authority	US TO GOI
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	26-04-2022
Brief Description of the Approval Granted by Competent Authority	MII EXEMPTED FOR TENDERS VALUING UPTO RS 1 CRORE AS PER NOTIFICATION OF MOPNG

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.

FLOATING GROOVED DRUM SKIMMER WITH HYDRAULIC POWER PACK (1 pieces)

Brand Type	Unbranded
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Technical Specifications

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

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	2%
Number of days allowed for ICT after site readiness communication to seller	30 Days

Consignees/Reporting Officer and Quantity

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

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

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

- Copy of PAN Card.

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

4. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

5. **Generic**

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

6. **Generic**

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST : 12%

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

7. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

8. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

9. **Generic**

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for 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."

10. **Scope of Supply**

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

11. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated

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

12. **Certificates**

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

13. **Warranty**

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

14. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Bidder(s) must note that Clause No. 11 of Annexure-II (General Notes to Bidders) stands deleted.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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.

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

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

---Thank You---

ANNEXURE-I

ITEM SPECIFICATION & SCOPE OF WORK

PROCUREMENT OF ONE NUMBER FLOATING GROOVED DRUM SKIMMER WITH HYDRAULIC POWER PACK.

Clause No.	Clause Description	Bidder's compliance/remarks with reference to name & page no. of document submitted
TECHNICAL SPECIFICATION		
1.0	<p>Documents to be submitted along with Technical Bid:</p> <p>The Floating Grooved Drum Skimmer assembly manufacturer / supplier shall submit following documents along with the technical bid:</p> <p>a) Technical details with drawings including make, model, design, data sheet, material of construction, component description.</p>	
2.0	<p>ITEM DESCRIPTION</p> <p>Floating Grooved Drum Type Oil Skimmer with Hydraulic Power Pack.</p> <p>Floating Oil Removal: 10 m³/hr</p> <p>a) Drive Mechanisms:</p> <ul style="list-style-type: none">• Grooved Drum Drive: Hydraulic Motor• Drive Requirement: Hydraulic Power Pack Type Electric Motor Driven <p>b) Material of the Skimmers:</p> <ul style="list-style-type: none">• MOC of Main Frame: SS 316 or Equivalent• MOC of Drum: PVC• MOC Scraper: Teflon• Hydraulic Motor for Groove Drum Drive: Standard.• Skimmer Float with Lifting Looks: SS316 <p>c) Oil Transfer Submersible Centrifugal Pump</p> <ul style="list-style-type: none">• Flow Rate: min 10 m³/hr (Min Discharge 40 m and 1.5 Kg/cm²)• Hydro Motor for Submersible Transfer Pump.• Type: Hydraulically Driven• MOC: Aluminium Casting	

Clause No.	Clause Description	Bidder's compliance/remarks with reference to name & page no. of document submitted
	<p>d) Oil Transfer Hose</p> <ul style="list-style-type: none"> • Minimum Length 25 mtrs length • MOC of Inlet and Outlet Hose: PVC Braided Hose • Hose Clamp & Float: To be provided <p>e) Hydraulic Input Hose</p> <ul style="list-style-type: none"> • To Hydro motor for Grooved Drum Drive & to Transfer Pump Hydro Motor.: MOC Reinforced Rubber(min 25 Meter Length). <p>f) Hydraulic Return Line Hose</p> <ul style="list-style-type: none"> • From Drive Hydro Motors and Transfer Pump Hydromotor to Hydraulic Power Pack Reservoir. MOC Reinforced Rubber (min 25 Meter Length). <p>g) Details Hydraulic Power Pack</p> <ul style="list-style-type: none"> • Type: Electric Motor Driven • Motor Type: Electric, Flame Proof TEFC Squirrel Gauged • Motor Controller: Starter with Push Button, Totally Enclosed • Volt/phase :415 V, 3 Phase Flame Proof • HP: 10 (max) • Efficiency: IE 2 • Hydraulic pump: Gear/Vane Type one for transfer pump Hydro motor and one for Drive Hydro motors - To Be Provided • Hydraulic hoses: 25 metres long with SS end connector - 3 set - To Be Provided • Hydraulic filter: To Be Provided • Hydraulic Oil Storage Tank: To Be Provided • Relief Valve with Knob: To Be Provided • Level Gauge with scale at tank: To Be Provided • Flow control Valve: To Be Provided • It should support Oil flow and Hydraulic pressure required for Hydromotors. 	
2.0	<p>Electrical Control Panel/Board</p> <p>(a) Only single point power supply (415V, 3 phase, without neutral point) through an adequately rated power cable shall be provided by OIL for the equipment. Rest of the electrical items/equipment as required for successful installation and commissioning shall be provided by vendor.</p>	

Clause No.	Clause Description	Bidder's compliance/remarks with reference to name & page no. of document submitted
	<p>(b) In the event of placement of PO, the successful bidder shall get approved the following drawings and documents from OIL, before fabrication /manufacturing /supply of the equipment.</p> <ul style="list-style-type: none"> i. Type test certificate of the Flameproof (Ex-d) against Motor, Starter Enclosure, Cable Glands conforming to the latest version of IS/IEC 60079-0:2011 and IS/IEC 60079-1:2007 standard from CIMFR (Central Institute of Mining and Fuel Research) or any other NABL (National Accreditation Board for Testing Laboratories, India) accredited Indian Government Laboratory or IECEEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility. ii. Detailed electrical schematic drawing of the equipment, inclusive of motor, motor starter and control and protection circuit. iii. Bill of Materials of Electrical Items. Electrical components shall be used in the equipment shall be of high quality and adequately rating. <p>(c) Make of Motor: CG / Marathon / Kirloskar / ABB / Bharat Bijlee / GE / Laxmi Hydraulics.</p> <p>(d) Make of MCCB / MCB / Contactor / Protection Relay / Timer: Schneider / ABB / Siemens / L&T / Legrand</p>	
3.0	<p>SPECIAL TERMS & CONDITIONS:</p> <p>The bidder is required to confirm the followings in their Technical Offer.</p> <ul style="list-style-type: none"> a) DELIVERY PERIOD: Bidder is required to quote their best delivery period. The delivery required against this tender is 180 days for all the items from the date of issue of Purchase Order. Bid with delivery period of more than Six (6) months shall be summarily rejected. No preference/ benefit / weightage shall be given for shorter delivery. 	

Clause No.	Clause Description	Bidder's compliance/remarks with reference to name & page no. of document submitted
	<p>b) PACKING, PROTECTION & SUPPLY:</p> <ul style="list-style-type: none"> • The units shall be supplied in fully operational condition. • If the units are supplied in dismantled condition, then the bidder has to assemble the units and make it fully operational at Duliajan. • The units shall be suitably packed to provide ease of handling and storage and maximum protection during transport and storage period. • If the units are supplied in Crates and Boxes then, Crates & Boxes shall have a list of items contained therein secured to the exterior by piece of an enveloping piece tin sheet nailed to the box. A duplicate list shall also be included inside, with the contents. Sling points shall be clearly indicated on the crates. • After placement of PO, supplier shall get approved the following drawings and documents from OIL, before fabrication/manufacturing/supply of the equipment. <ul style="list-style-type: none"> i) Detailed schematic drawing of the equipment, including Power pack and connections. ii) Bill of Materials of Items. <p>c) GUARANTEE / WARRANTY:</p> <p>The bidder shall confirm that the materials shall be guaranteed for a period of 12 months from the date successful installation & commissioning at site. OIL reserves the right to inspect, test and if necessary reject any part / parts after delivery at site (including incomplete manuals, catalogues, etc.) in case of any fault on the part of the supplier. To keep the unit fully operational, in case of failure of any item during the warranty period, it shall be the supplier's responsibility to arrange replacement / repairing at site at their cost including customs, freight, etc. within a period of maximum 3 (three) weeks from the date of notification of such failure and warranty for such items shall be extended accordingly.</p>	

Clause No.	Clause Description	Bidder's compliance/remarks with reference to name & page no. of document submitted
	<p>d) TECHNICAL MANUAL AND CERTIFICATION FOR OPERATION AND MAINTENANCE OF THE UNIT:</p> <ul style="list-style-type: none"> i) The offer must be accompanied with product catalogue / technical literatures and drawing. ii) Two (02) copies of all relevant test and quality control certificates of the manufacturing and testing of the unit functions and parameters shall be supplied. iii) The bidder shall confirm that the goods, materials to be supplied shall be new, of recent make, of the best quality & workmanship along with installation and commissioning of the said equipment's. iv) The bidder shall confirm the followings <ul style="list-style-type: none"> • Valid authorization letter from the OEM must be furnished along with the offer, if the bidder is not the OEM. • The item will be tested during installation at site by the supplier in presence of OIL's representative. v) The bidder shall confirm that the followings shall be painted permanently or shall be mentioned on a name plate permanently fixed on the body of units: <ul style="list-style-type: none"> • OIL's purchase order no. • Equipment serial number. • Manufacturer's name. • Rated Capacity. vi) The bidder shall furnish a list of recommended spares, components & consumables that may be required for regular operation and maintenance, overhauling etc. of the equipment complete with Part No, Unit price and annual consumption pattern of them. The list is required for OIL's reference and future procurement only. Bidder in their technical offer must confirm that the cost of the recommended spares shall remain firm for 	

Clause No.	Clause Description	Bidder's compliance/remarks with reference to name & page no. of document submitted
	<p>atleast 02 (two) years from the date of successful installation/commissioning. Cost of such spares shall not be considered for price evaluation against this tender.</p> <p>e) INSTALLATION AND COMMISSIONING:</p> <p>Installation and commissioning of the complete unit shall be carried out by the supplier at OIL's site in Duliajan Assam. The supplier shall depute there representative/service engineer to Duliajan, Assam within 1 month after receipt of material at site. The entire installation of the commissioning of the unit to be completed within 5 Working Days.</p> <p>Supervision of Installation and Commissioning charges must be quoted separately (should not be clubbed together with main equipment) on lump sum basis which shall be considered for evaluation of the offers. These charges should include to and fro fares, boarding/ lodging, local transportation and other expenses of the commissioning engineers during their stay at Duliajan, Assam (India). All Taxes towards the services provided by the supplier shall be borne by the supplier and will be deducted at source. Bidders should also confirm about installation/ commissioning in the Technical Bid.</p>	

ANNEXURE – II

GENERAL NOTES TO BIDDERS

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
1.0	Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.	
2.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.	
3.0	<p>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 (if the actual GST as per HSN is more than 12%) against supply of goods as per Govt. Policy in vogue. Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 45 days prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.</p> <p>Bidder(s) must note that above concessional GST shall be applicable only against supply of goods. GST against other services including installation /commissioning, if any, involved in the tender shall be as per HSN/SAC.</p> <p>Note: Essentiality certificate shall be issued by OIL, only if the actual applicable GST as per HSN of the item quoted is more than 12%.</p>	
4.0	<p>Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette NotificationNo.CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DLE-16062021-227649 dated 16th June,2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <p>Udyam Registration Number with Udyam Registration Certificate.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</p>	
5.0	Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order- Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border	

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

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<ul style="list-style-type: none"> • In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content. • However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable. <p>2. Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.</p> <p>3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.</p> <p>4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.</p> <p>5. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.</p>	
6.1	Percentage of Local Content (to mention by the bidder)	Not Applicable
6.2	<p>Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the purchase preference. Accordingly, bidder must submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration.</p> <p>In case bidder do not submit their preference among PP-LC & MSME and submit documents against both, then the offer will be evaluated by giving benefits under MSME policy and it will be binding on the bidder.</p>	Not Applicable

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
7.0	<p><u>TAX COLLECTIBLE AT SOURCE (TCS):</u> Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.</p> <p>Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:</p> <p>a) TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and</p> <p>b) Total supply of goods to OIL in FY..... (As applicable) exceeds Rs. 50 Lakh and TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and</p> <p>d) TCS certificate as provided in the Income Tax Act will be issued to OIL in time.</p> <p>However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.</p> <p>The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.</p>	
8.0	<p><u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u></p> <p>Banning Policy dated 6th January, 2017 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. However, for contradictions (if any) amongst Banning Policy dated 6th January, 2017 and OM no. F.1/20/2018-PPD dated 02.11.2021, clauses of OM no. F.1/20/2018-PPD dated 02.11.2021 shall prevail.</p> <p>The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening /evaluation /Award of Work.</p>	
9.0	<p>At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/Addendum(s) into account in preparation and submission of their bid. No separate</p>	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.	
10.0	The tender has been floated in GeM portal under Single Stage Two Bid System. Therefore, bidder must not disclose their prices in their technical offer. The technical bid shall contain all techno-commercial details except the prices/costs. Bidder must note that disclosure of price in technical bids shall lead to rejection of the offer.	
11.0	<p>The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-IP of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL's Independent External Monitors at present are as under:</p> <p>Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail: tmbhasin@gmail.com</p> <p>SHRI SUTANU BEHURIA, IAS (Retd.), E-mail ID: sutanu2911@gmail.com</p> <p>SHRI OM PRAKASH SINGH, IPS (Retd.), Former DGP, Uttar Pradesh E-mail: Ops2020@rediffmail.com</p> <p>In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract.</p>	
12.0	All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including freight, insurance, loading and unloading.	
13.0	The vendor/bidder/supplier/service provider has to make his own arrangements for transportation, accommodation and any other expenses of its personnel when visiting OIL's office/premises/site within the scope of the solution. All expenses of	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)																					
	vendor's/bidder's/supplier's/service provider's personnel during execution of the job/contract/order/scope of work shall be to vendor's account.																						
14.0	<p>Submission of Performance Security:</p> <p>The successful bidder will submit the performance security (if applicable) in the form of Bank Guarantee within 15 days of award of contract on GeM. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <p>(i) MT760/MT760COV for issuance of Bank Guarantee (ii) MT 760/MT767COV for amendment of Bank Guarantee</p> <p>[Order Number should reflect in the SFMS text under MT 760/MT 760 COV]</p> <p>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:</p> <table border="1" data-bbox="229 981 1177 1317"> <thead> <tr> <th colspan="3">Bank Details of Beneficiary</th></tr> </thead> <tbody> <tr> <td>A</td><td>Bank Name</td><td>ICICI BANK LTD.</td></tr> <tr> <td>B</td><td>Branch Name</td><td>DULIAJAN</td></tr> <tr> <td>C</td><td>Branch Address</td><td>Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602</td></tr> <tr> <td>D</td><td>IFSC Code</td><td>ICIC0000213</td></tr> <tr> <td>E</td><td>Unique identifier code (Field 7037)</td><td>OIL503988890</td></tr> <tr> <td>F</td><td>Company name</td><td>Oil India Limited</td></tr> </tbody> </table> <p>The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch alongwith the original bank guarantee.</p>	Bank Details of Beneficiary			A	Bank Name	ICICI BANK LTD.	B	Branch Name	DULIAJAN	C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602	D	IFSC Code	ICIC0000213	E	Unique identifier code (Field 7037)	OIL503988890	F	Company name	Oil India Limited	
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15.0	<ul style="list-style-type: none"> • Bid validity: As per tender • PBG: Will be submitted as per tender within 15 days from placement of order in case of award. • Delivery period: As per tender • Payment terms: As per tender • Exception / Deviation : Nil • Warranty: As per tender • Packing, forwarding: Included as required in the tender. • Transportation & transit insurance upto destination: Included as required in the tender. • Loading & unloading at site: Included as required in the tender. • GST: Inclusive in quoted cost. • GeM General Terms & Conditions: Acceptable <p>Bidder must confirm compliance as mentioned above in toto. Exception/Deviation to above terms & conditions are not acceptable.</p>																						

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
16.0	The tendered item(s) will be procured from same source. The tendered item(s) is/are not divisible. Splitting of items/quantity/purchase order is not permitted against the tender. Bidder(s) shall submit their offer for all the items and complete scope of work as per the tender. Offer(s) not complying to above shall be rejected straightaway.	Not applicable
17.0	<u>NUMBER OF DESPATCHES:</u> Unless otherwise mentioned, the total quantity for a particular consignee and / or for a specified delivery schedule shall be supplied / delivered in 01 (One) Lot. OIL reserves the right for non-acceptance of delivery of part quantity and shall have no liability for any loss to the supplier in case of such rejection of part delivery.	
18.0	<u>DELIVERY TIMING:</u> Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below- <ul style="list-style-type: none"> a) Monday to Friday: <ul style="list-style-type: none"> (i) Slot-1: 08.00 AM to 10.00 AM (ii) Slot-2: 12.30 PM to 02.00 PM b) Saturday: 08.00 AM to 10.00 AM <p>Note: No delivery shall be made on Sunday / National Holidays</p>	
19.0	<u>PACKING:</u> Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.	
20.0	<u>FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.</u> <p>Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.</p> <ul style="list-style-type: none"> 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 	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<p>display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.</p> <p>iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.</p> <p>Note: (i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller). (ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).</p>	
21.0	<p>SAFETY PRACTICES: -</p> <p>(i) The successful bidder shall abide by all safety and security rules and regulations existing in the OIL's Installations. The successful bidder shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc. The successful bidder shall be required to take work permit from respective shift in charges for each day and each shift for all kind of jobs. There can be instances of not getting permits, withdrawing of permits already issued at any stage of work due some operational safety and security reasons. For any stoppage of work for such reasons no claim whatsoever will not be considered.</p> <p>(ii) Stand by firefighting equipment will be deployed at the work site by OIL. However, at least two of the successful bidder's personnel deployed for the work must be capable of handling the firefighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the successful bidder's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.</p> <p>(iii) Any compensation arising out of the job carried out by the successful bidder whether related to pollution, Safety or Health will be paid by the successful bidder only.</p> <p>(iv) Any compensation arising due to accident of the successful bidder's personnel while carrying out the job, will be payable by the successful bidder.</p> <p>(v) The successful bidder shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL.</p> <p>(vi) In case the successful bidder is found non-compliant of HSE laws as required, the company will have the right for directing the successful bidder to take action to comply with the requirements, and for further non-compliance, the successful bidder will be penalized as per prevailing relevant Acts/ Rules/ Regulations.</p> <p>(vii) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures, Company will have the right to direct the successful bidder to cease work until the non-compliance is corrected.</p>	

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<p>(viii) All safety gears like safety boots, helmets, safety belts, hand gloves, safety goggles, gas masks etc. required for carrying the job in a safe manner shall be arranged by the successful bidder. In case the successful bidder fails to provide the safety gears, the same will be provided by OIL and the cost of such safety items will be deducted from the successful bidder's bills.</p> <p>(ix) CLEARANCE OF SITE: - As a part of the job, the successful bidder shall completely remove all the temporary/ disposable materials if needed while execution of work or after completion of work at his own cost and dispose off the same as directed by Engineer-in-Charge.</p> <p>(x) The successful bidder shall maintain first aid facilities for its employees. All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of the successful bidder's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.</p> <p>(xi) The successful bidder shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work, the successful bidder shall consult with Employer's safety Engineers and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this job or to any of the Employer's existing property.</p>	

ANNEXURE - III

(Bid Rejection / Evaluation Criteria)

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

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
A.1 TECHNICAL		
1.0	<p>The bidder must be either</p> <p>Original Equipment Manufacturer (OEM) of the offered item.</p> <p>OR</p> <p>Dealer/ Distributor / Supply house / Agent / Stockiest authorised by the Original Equipment Manufacturer (OEM) of the offered item.</p> <p>In case the bidder is dealer / distributor / supply house / Agent / Stockiest authorised by the Original Equipment Manufacturer (OEM) of the offered item, the bidder must submit valid AUTHORIZATION CERTIFICATE issued by the Original Equipment Manufacturer (OEM) certifying bidder's dealership /distributorship / supply house.</p>	
2.0	<p>The OEM must have experience of successful execution of at least one order for supply of 01 (one) No. "Floating Drum Oil Skimmers" in any Hydrocarbon sectors like Refineries/ Petrochemicals/ Fertilizer Plants/ Oil & Gas Processing plants during the last 05 (five) years preceding the original bid closing date of this tender, either by themselves or through their agent / dealer / distributor / stockiest / supply house, to PSU/ Govt. organization / Public Limited Company. Documentary evidences for above must be submitted as per NOTES to BEC/BRC.</p>	
3.0	<p>In case bidder is not the OEM, then the bidder will additionally (i.e. in addition to OEM's experience as mentioned in para 2.0 above) submit documentary evidence for their own past experience of the offered item.</p> <p>The bidder must have experience of successful execution of at least one order for supply of 01 (one) No. "Floating Drum Oil Skimmers" in any Hydrocarbon sectors like Refineries/ Petrochemicals/ Fertilizer Plants/ Oil & Gas Processing plants during the last 05 (five) years preceding the original bid closing date of this tender to PSU/ Govt. organization / Public Limited Company.. Documentary evidences for above must be submitted as per NOTES to BEC/BRC.</p>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
4.0	<p>NOTES to BEC/BRC:</p> <p>i) For proof of past experience, following documents must be submitted along with the bid:</p> <p>a) Purchase Order/ Contract Document/ Work Order showing details of works.</p> <p>b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) :-</p> <p>Performance / Commissioning Certificate issued on client's official letterhead with signature and stamp alongwith OR Copy of Consignee delivery receipts/challans OR Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules OR Copy of Commercial Invoice/Payment Certificate OR Any other document to the satisfaction of the buyer.</p> <p>ii) Work/job/order executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BRC.</p> <p>iii) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.</p> <p>iv) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.</p>	
A.2: FINANCIAL		
1.0	<p>The bidder must have annual Financial Turnover from Operations equal to or more than Rs. 10.87 lakh in any of the preceding 3 (three) financial / accounting years reckoned from the original bid closing date as per the Audited Annual Reports.</p> <p>[Annual Financial Turnover of the bidder from operations shall mean – “Aggregate value of the realization of amount made from sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year” as per Companies Act, 2013 Section 2(91).]</p>	
2.0	<p>The "Net Worth" of the bidder must be positive for the financial / accounting year just preceding to the original bid closing date of the tender.</p> <p>[Net worth shall mean: “Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to</p>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	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 (refer PROFORMA- 1) certifying that ‘the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited so far’.	
	<p>Note:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA – 2.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>	
4.0	<p>In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:</p> <p>i) Turnover of the parent/ ultimate parent/ holding company should be inline with requirement.</p> <p>ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with the requirement.</p> <p>iii) Corporate Guarantee (as per PROFORMA-3) on parent / ultimate parent / holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them.</p> <p>iv) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company.</p>	

PROFORMA-1

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

Ref: Financial Criteria of the BEC

Tender No.: _____

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

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

Place :.....

Date :.....

Signature of the authorized signatory

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

PROFORMA-2

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY

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

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

Place:

Date:

Seal

Membership No:

Signature

NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.

PROFORMA-3

PARENT/ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S

LETTER HEAD) DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s..... (mention complete name) a company duly organized and existing under the laws of..... (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR _____ Cr or USD _____ during any of the preceding 03 (three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:

- (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
- (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
- (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
- (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of
(Parent/Ultimate Parent/Holding Company)
(Delete whichever not applicable)

for and on behalf of
(Bidder)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.