



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3110453 Dated/दिनांक : 10-02-2023

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिंड बंद होने की तारीख/समय	03-03-2023 11:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	03-03-2023 11:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	65 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas	
Department Name/विभाग का नाम	Oil India Limited	
Organisation Name/संगठन का नाम	Oil India Limited	
Office Name/कार्यालय का नाम	Oil India Limited	
Total Quantity/कुल मात्रा	5	
Item Category/मद केटेगरी	CCS GATE VALVE SIZE: 6" X150 (Q3)	
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No	
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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/बिड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes	

Bid Details/बिड विवरण		
Inspection to be carried out by Buyers own empanelled agency	Yes	
Type Of Inspection	Stage-wise Inspection	
Name of the Empanelled Inspection Agency/ Authority	Board of Officers	
Quality Assurance Plan document	<u>1676005482.pdf</u>	
Payment Timelines	Payments shall be made to the Seller within <b>21</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

#### EMD Detail/ईएमडी विवरण

Peguired	No
Required	NO

#### ePBG Detail/ईपीबीजी विवरण

- 173		
- 11		
Ш	Required	l No
Ш	Required	110
Ш	ricquired	140

#### Splitting/विभाजन

Bid splitting not applied.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No	

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

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

#### authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with predispatch/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.

#### CCS GATE VALVE SIZE: 6" X150 ( 5 pieces )

Brand Type/ब्रांड का प्रकार		Unbranded
Technical Specifications/तकनीकी विशिष्टियाँ		
Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download	

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	5	120

#### **Buyer added Bid Specific Additional Scope of Work**

S.No.व्र	ह.सं Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items	
1	ADDITIONAL TERMS AND CONDITIONS View	ADDITIONAL TERMS AND CONDITIONS	CCS GATE VALVE SIZE: 6" X150(5)	

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/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 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:

- a. 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 75 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): Only supply of Goods

#### 11. Purchase Preference (Centre)

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

#### 12. Certificates

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

#### Disclaimer/अस्वीकरण

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/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



## Conquering Newer Horizons

## **AA: TECHNICAL SPECIFICATION WITH QUANTITY**

SL NO/Mat Code	ITEM DESCRIPTION
10	API 600 CAST CARBON STEEL GATE VALVE, SIZE: 6" (150 MM) X 150 CLASS. The valves must be supplied along with suitable companion flanges and nuts and bolts. Cast Carbon Steel Gate valve as per API 600 specification, regular bore type, rising stem, bolted bonnet, outside screw and yoke, integrally cast flexible wedge gate. End flanges having serreated RF face drilled in accordance with ANSI B-16.5 face to face dimension as per ANSI B-16.10 & tested as per API 598 specification.
	A) BODY AND BONNET :Cast Carbon Steel, ASTM A216 Gr. WCB , body and bonnet of Radiographic quality casting.
	B)STEM:Renewable type back seat bush and rising type stem made of ASTM A 182 GR F6 a/AISI 410/ASTM # 276T 410 having double start threading and surface hardened preferably with nitriding. Stem should be mirror finish quality. Thread of the stem should be left handed.Stem should be forged as per the API 600 design (latest edition) to ensure better valve performance & durability.
	C)WEDGE: cast steel gate, HF type flexible wedge (tapered) design, face made up with 13% cr. SS. Base material of the wedge is ASTM A 216 Gr. WCB. Wedge face should be ground and lapped to suitable flatness. Tee slot of the stem wedge connection should be along the perpendicular direction to the flow of fluid and shall be within the periphery of the wedge.
	D) BACK SEAT BUSH :Back seat bush should be 13% Cr. SS
	E) BODY AND SEAT RING: Seat rings base materials should be ASTM A 105 and should be stellited & seal welded on the body. Hardness difference between wedge & seat should be minimum 50 BHN. Seat should be harder than wedge.

F)GLAND PACKING: Graphited with braided ends rings having inconel wire supports with sacrificial corrosion inhibitor pre-stressed individually. All valves shall have back seating arrangement for replacing gland packing during operation / pressurized condition of the valve.

G) STUD / NUTS OF BODY BONNET: High tension stud / nuts of A 193 Gr. B7 & 194 Gr. 2H.

H)GLAND BOLTS: Swing type eye bolt and nut.

I)HAND WHEEL :Direct hand wheel in operated valve of spoke and rim design with arrow mark pointing in the direction to open the valve made of ASTM A 216 Gr. WCB.

#### **BB:: SPECIAL NOTES TO BIDDERS**

- 1. The bidder shall have to be a Manufacturer of valves or Authorized dealer / distributor of valves. Valid documentary evidence in this regard to be furnished along with the offer.
- 2. The valves must be supplied along with suitable companion matching flanges(2 nos for each valve), bolts and nuts.
- 3. The companion matching flanges must be forged steel, class 150 as per ANSI B 16.5,material as per ASTM: A 105.
- 4. Valves supplied shall be new, of recent make, of the best quality & workmanship.
- 5. No drawing(s) of bidder / supplier w.r.t the design of the valves shall be approved / certified by OIL, since the onus of designing, manufacturing and supplying of the valves as per the specifications of this NIT lies solely on the bidder / supplier.
- 6. Following certificates should be submitted along with the material:-
- i. Test certificates for the raw Materials used, hydraulic and air tests etc as per API 598
- ii. Test certificates of the chemical and mechanical properties of materials used for the valve construction including trim materials as per the specifications.
- iii. The following pressure tests for each valve must be carried out in line with API 598.
- a. Shell pressure test.
- b. Back Seat pressure test.

- c. Low pressure closure test.
- d. High pressure closure test.
- iv. All other test report and certificates as required by API 600 specification
- 7. All valves should be inspected & tested as per API 598 and all other test report and certificates to be submitted as per API 600 specification
- 8. Both seats and both sides of wedge should be cleaned, dried and greased properly after inspection/hydraulic testing to prevent corrosion. Both ends of each valve should also be provided with protective rubber caps.

#### 9. PAINTING AND MARKING:

- a) The valve should be provided with suitable anti-corrosive paint.
- b) All valves shall be marked as per API 600.
- c) Valve ends shall be suitably protected to avoid any damage during transit or storage. All threaded and machined surface subject to corrosion shall be well protected by a coat of grease or other suitable material. All valves shall be provided with suitable protectors, for flange faces of the valves.
- d) Packing and shipping instructions shall be as per API 600.
- e) Package shall be marked legibly with suitable marking ink, the following :- i. Order number.
- ii. Manufacture's Name.
- iii. Valve size & rating.
- 10. Only kerosene or water with suitable inhibitor to prevent corrosion shall be used for hydrostatic testing of valves. After testing, valves should be properly dried. Internal parts of valve shall be properly greased.
- 11. Valve shall be suitable for either buried or above ground installation.
- 12. Operating devices shall be designed for easy operations of valve under maximum different pressure corresponding to the valve rating.
- 13. All the valves of similar type, size and pressure rating will have same casting pattern & bonnet design.
- 14. Height of all the valves of similar type, size and pressure rating will be same in order to maintain uniformity.
- 15. Third party inspection:
- 15.1
- a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third-Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third-Party Inspection Agency shall be borne by OIL.

**BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD- PARTY INSPECTION IN THEIR OFFER.** However, Bidder shall extend all necessary facility to the satisfaction of Third-Party Inspection Agency for smooth conduct of the inspection.

- b) Bidder shall clearly indicate in the technical bid the place/plant where Third-Party Inspection of the materials shall be conducted, in the event of an order.
- c) Supplier shall convey to OIL the production schedule within 02 (two) weeks from the date of Letter of Award (LOA) / Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's / manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing / e-mail to OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.
- d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.
- e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.
- f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.
- g) The decision of the Third-Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.

- h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.
- i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.
- j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for reinspection of the materials from the supplier.

#### 15.2 The scope of the third party inspection will be as given below:

- a) Verification of certificate for physical and chemical properties of the materials used and certificates for radiographic quality castings to confirm different component of the valves are as per the relevant standard.
- b) To Carry out necessary inspection after casting/machining but before assembly so that dimensions of different components conform to approved drawing/relevant standard.
- c) To review the heat number wise foundry certificates of castings in order to insure that the materials used are as per purchase order.
- d) To ensure that proper technique and procedure as per relevant API Std./purchase order are followed by the manufacture.
- e) To ensure that different components of the valve conform to orders/API specifications fully.
- f) To document and issue all inspection certificates.
- g) To ensure that the valves inspected are fully embossed with the name of manufacturer and the inspection agency.
- h) To carry out or witness hydraulic, pneumatic test for the body and seat on each specified valve as applicable in the relevant API 600/API 598 standard.
- i) To inspect prior to machining.

#### 16. DESPATCH:

- a) After testing, each valve shall be drained, cleaned, prepared and suitably protected for dispatch in such a way as to minimize the possibility of damage and deterioration during transit and storage.
- b) Unmachined external surface shall be painted or rustproofed.

- c) Body ends shall be suitably sealed to exclude foreign matter during transit and storage.
- d) All relevant test certificates as applicable in the relevant API 600/API 598 standard to be despached along with the final supply.
- 17. The Bidders should have the experience of successful execution of atleast 01 (one) order of total value of Rs. 1,16,700.00 (Rupees One Lakhs Sixteen Thousand Seven Hundred) only in the last Five (05) years preceding the bid closing date (technical) of the tender against supply of SIMILAR items in PSUs, State/ Central Govt. Undertakings, Public Limited Companies. Copies of purchase orders clearly mentioning the gross price and quantity of the order are to be forwarded along with the offer. Please confirm acceptance to the same and submit relevant documents, else your offer is liable for rejection.

NB: SIMILAR items means valves of Nominal Size 6 Inch or above.

## **CC:: GENERAL NOTE FOR BIDDERS**

SL No	Bid Requirement	Bidder's Response (Complie d/Not Complied . Referenc e to any documen t 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 bidder's risk and may result in the rejection of its offer without seeking any clarifications.	
3. 0	The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @12% (for indigenous bidder) will be applicable as per Govt. Policy in vogue. Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 45 days prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.	
4. 0	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 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES.  The bidder claiming as MSE status (MSE-General, MSE-SC/ST, 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.	
5. 0	Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order- Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable.	
6. 0	Percentage of Local Content (to mention by the bidder)	
7. 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 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.

- c) 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.
- 8. APPLICABILITY OF BANNING POLICY OF OIL INDIA 0 LIMITED:

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

(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.

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 web site, the offers submitted

by such bidders shall also not be considered for bid opening/evaluation/Award of Work.

- 9. 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.
- 10 OIL's Reference No. PR = 1628271. Kindly quote this
- .0 reference number for all correspondence with OIL.

- Restrictions on procurement from a bidder of a country of which shares a 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. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, "PROFORMA - 3" along with the technical bid.

- 12 Financing of trade receivables of Micro and Small
- .0 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.

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.

(ii)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).
- No Bid Security /Earnest Money Deposit (EMD) shall be applicable. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed PROFORMA 1 along with their Technical bids.

#### **BID SECURITY DECLARATION**

To, M/s. Oil India Limited ...., ..... Sub: ..... Tender No:..... Dear Sir, After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. ..... (Name of Bidder) have submitted our offer/bid no..... We, M/s. .....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security. We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following: (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or (b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity: (i) fail or refuse to execute the Contract, if required, or fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender (ii) document. Fail or refuse to accept 'arithmetical corrections' as per provision of tender document. (iii) (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure. Place: [Signature of Authorized Signatory of Bidder] Date: Name:

Designation: Seal:

PROFORMA-2

## FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS

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

Ref. No	Date
To,	
General Manager (Materials) Materials Department Oil India Limited, Duliajan	
Sub: Undertaking of authenticity of information/documents submitted Ref: Your tender No Dated	
Sir,	
With reference to our quotation no dated against you we hereby undertake that no fraudulent information/documents have been submitted	
We take full responsibility for the submission of authentic information/documents aga	inst the above cited bid.
We also agree that, during any stage of the tender/contract agreement, information/documents submitted by us are found to be false/forged/fraudulent, OIL at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of cannot other penal action on us, as deemed fit.	nas right to reject our bid
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)	

PROFORMA-3

# 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,	
border with India; We certify t registered with the Competent	ding restrictions on procurement from a bidder of a country which shares a land hat this bidder is not from such a country or, if from such a country, has been Authority. We hereby certify that this bidder fulfils all requirements in this regarded. [Where evidence of valid registration by the Competent Authority shall be
information/documents submit	ng any stage of the tender/contract agreement, in case the above tted by us are found to be false, Oil India Limited has the right to immediately ct at any stage and carry out further legal action on us in accordance with law.
Yours faithfully, For (type name of the firm here	2)
Signature of Authorised Signator Name: Designation: Phone No. Place: Date: (Affix Seal of the Organization h Note: This form should be retu	

## **DD: Commercial Check List**

<u>S1</u>		COMPLIA
<u>No.</u>	REQUIREMENT	NCE
1.0	Whether quoted as manufacturer?	Yes / No
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	Yes / No
	If quoted as OEM Dealer / Supply House.	Yes / No
2.1	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered?	
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
3.0	Name of Manufacturer.	
4.0	Place of Despatch.	
5.0	Local content amount and percentage. Details of locations at which the local value addition is made.	
6.0	Whether you are quoting under MSME policy.	
7.0	Whether Integrity Pact with digital signature uploaded (if applicable as per Additional Terms and Conditions )?	
7.1	Whether all the clauses in the Integrity Pact have been accepted?	
8.0	Name, Address, Phone No & E-mail id of Bidder.	
8.1	Bank details of Bidder.	
9.0	Whether indicated 'Local Content' required as per PPLC Policy?	
9.1	Whether indicated the import content in Price Bid?	