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Tender No. & Date	:	SDG 6356 P18/07 dated: 13.11.2017
Tender Fee	:	INR 6,000.00 OR USD 100.00
Bid Security Amount	:	INR 1,24,000.00 OR USD 1,880.00
Bidding Type	:	SINGLE STAGE TWO BID SYSTEM
Period of Sale of Bid Documents	:	From 18.11.2017 to 27.12.2017; 15:30 Hrs(IST)
Bid Closing on	:	03.01.2018 (at 11:00 Hrs. IST)
Bid Opening on (Technical Bid)	:	03.01.2018 (at 14:00 Hrs. IST)
Bid Validity	:	Bid Should be valid for 120 days from bid closing date.
Bid Bond Validity	:	Bid Bond Should be valid up to 03.08.2018
Performance Guarantee	:	Applicable @ 10% of Order value
Integrity Pact	:	Applicable
List of Annexures Applicable	:	Annexure - I: Specifications, General & Special notes to bidders Annexure- II: Bid evaluation & Rejection Criteria Annexure- III: Check List (Technical & Commercial) Annexure-IV: Certificate of Annual Turnover & Net Worth Annexure - V: BEC/BRC Compliance Check list Annexure- A: Valve Data (enclosed as separate file) Annexure- B: QAP (enclosed as separate file)

AA:: SPECIFICATION& QUANTITY OF THE ITEMS TO BE PROCURED

Item no/ Mat. Code	Material Description	Quantity & UOM
<u>10</u> 99062496	6inch(150mm) NPS,600 CLASS , Ball valve, Two piece, split body (double block) as per API 6D latest edition, Fire safe design and testing as API 6FA, Full bore, Trunnion mounting for ball. Primary metal to metal seating. Gear mounted hand wheel operation.(manual), Both side flanged end, RTJ type, as per ASME B 16.34 latest edition, with companion flanges as per ASME B16.5.	10 NO
<u>20</u> 99062497	4inch(150mm) NPS,600 CLASS , Ball valve, Two piece, split body (double block) as per API 6D latest edition, Fire safe design and testing as API 6FA, Full bore, Trunnion mounting for ball. Primary metal to metal seating. Gear mounted hand wheel operation.(manual), Both side flanged end, RTJ type, as per ASME B16.34 latest edition, with companion flanges as per ASME B16.5.	10 NO
<u>30</u> 99030961	Ball valves for Natural Gas (Sweet) Service, Full Bore, Through Conduit configuration, Cast Carbon Steel Flanged, valve design Manufacturing and testing as per API 6D standard (Latest Edition), With Companion Flanges as per ANSI B 16.5 and face to face dimensions as per ANSI B 16.10 std. Materials conforming to ASTM A 105 with suitable High Tensile studs and nuts as per ASTM A 193 Gr. B-7 and ASTM A 194 Gr. 2H respectively. size: 10" (250 mm) NB X 300 Class	02 PC
<u>40</u> 99030957	Ball valves for Natural Gas (Sweet) Service, Full Bore, Through Conduit configuration, Cast Carbon Steel Flanged, valve design Manufacturing and testing as per API 6D standard (Latest Edition), With Companion Flanges as per ANSI B 16.5 and face to face dimensions as per ANSI B 16.10 std. Materials conforming to ASTM A 105 with suitable High Tensile studs and nuts as per ASTM A 193 Gr. B-7 and ASTM A 194 Gr. 2H respectively. size: 4" (100mm)NBX300Class	10 PC
<u>50</u> 99062493	16 inch(400mm) NPS, 300 CLASS, Ball valve, Two piece, split body (double block) as per API 6D 22nd Edition January 2002, Fire safe design and testing as API 6FA, Full bore, Through Conduit type, Piggable, Internal Trunnion mounting for ball. Primary metal to metal seating. Gear mounted hand wheel operation. (manual), RF Flanged ends as per ASME B16.34 latest edition, with companion flanges as per ASME B16.5.	04 NO

BB:: SPECIAL TERMS & CONDITIONS:**1.0 SCOPE:**

All valves shall be manufactured and supplied in accordance with the American Petroleum Institute (API) Specification 6D/Latest edition, with additions and Modifications as indicated in the following sections of this specification.

2.0 REFERENCE DOCUMENTS:

2.1 Reference has also been made in this specification to the latest edition of the following Codes, Standards and Specifications.

(i) ASME B16.5 - Pipe Flanges and Flanged Fittings : NPS 1/2 through NPS 24 Metric/Inch Standard

(ii) ASME B16.34 – Valves Flanged, Threaded and Welding End

(iii) ASTM A370 - Standard Test Methods and Definitions for Mechanical Testing of Steel Products.

(iv) ASTM B733 - Standard Specification for Autocatalytic (Electroless) Nickel-Phosphorus Coatings on Metal

(v) MSS-SP-6 - Standard Finishes for Contact Faces of Pipe Flanges and Connecting-End Flanges of Valves and Fittings

(vi) API 6FA - Specification for Fire Test for Valves

In case of conflict between the requirements of this specification, API 6D and the Codes, Standards and specifications referred in clause 2.1 above, the requirements of this specification shall govern.

3.0 MATERIALS:

3.1 Material of construction for major components of the valves shall be as indicated in Valve Data Sheet(Annexure-A).

In addition, the material shall also meet the requirements specified herein. Other components shall be as per Manufacturer's standard, which shall be subject to approval by Purchaser.

3.2 For all such valves where Carbon Steel is used as ball material, the ball shall have 75 Micrometers (0.003 inches) thick Electroless Nickel Plating (ENP) as per ASTM B733 with following classification:

SC2, Type II, Class 2. The hardness of plating shall be minimum 50 RC.

4.0 DESIGN AND CONSTRUCTION:

4.1 Valve design shall meet the requirements of API specification 6D. The ASME Boiler & Pressure Vessel Code, Section VIII, Division 1 shall be used to design the valve body. Allowable stress requirements shall comply the provisions of ASME B 31.3.

4.2 The manufacturer shall have valid license to use API monogram on valves manufactured as per API 6D.

4.3 Valve shall be Two / Three piece, split body (Three piece split body design up to 4" NB size only) and valves 150 mm NB and above shall have Gear mounted/gear operated hand wheel.

4.4 Valves shall be Full Bore (FB), shall be suitable for the passage of all types of pipeline scraper and inspection pigs on regular basis without casing damage to either the valve component or the pig. The Full Bore valve shall provide an unobstructed profile for pigging operations in either direction. Full Bore valves shall be designed to minimize accumulation of debris in the seat ring region to ensure that valve movement is not impeded.

4.5 Ball mounting shall be on internal trunnion only as per valve data sheet. Valve design shall minimize the Possibility of debris ingress into the trunnion as far as practicable.

4.6 Valve seats shall be with primary Metal-to-Metal contact. O-rings or other seals if used for drip tight sealing shall be encased in a suitable groove in such a manner that it can not be removed from seat ring and there is not extrusion during opening or closing operation at maximum differential pressure. The seat rings shall be so designed as to ensure sealing at low as well as high differential pressure.

4.7 Full Bore valves, shall have provision for secondary sealant injection under full line pressure for seat and stem seals. All sealant injection connections shall be provided with an internal non-return valve. Valve design shall have a provision to replace the sealant injection fitting under full line pressure.

4.8 Valves shall be provided with vent and drain connections.

4.9 Valve design shall ensure repair of stem seals / packing under full line pressure.

Note: Vendor to provide 2 No. of hand grease guns and 4 packets of stem seal/packing along with supply.

4.10 Valve shall be provided with Ball Position Indicator and stops of rugged construction at the fully open and fully closed positions.

4.11 Full Bore valve of nominal valve size, of nominal valve size, DN \geq 150 MM (6"), shall be equipped with support foot and lifting lugs. Tapped holes and eyebolts shall not be used for lifting lugs. Height of support foot shall be kept minimum.

4.12 Valves shall have locking devices to lock the valve either in full open (LO) or full close (LC) positions. Locking devices shall be permanently attached to the valve operator and shall not interfere with operation of the valve.

4.13 Valves shall be suitable for either buried or above ground installation.

4.14 Valve ends shall be flanged as indicated in the Valve DATA Sheet. Flanges of the flanged end cast /forged body valves shall be integrally cast / forged with the body of the valve. Face to face / end to end dimensions shall conform to API 6D.

4.15 Flanged end shall have dimensions as per ASME B16.5 and as per MSS-SP-44/ASME B 16.47 Series A for valve sizes. Flange face shall be raised face as indicated in Valve Data Sheet(Annexure-A)

4.16 The valve body castings and forging are to be procured from foundries as approved by M/s EIL or M/s Lloyds only.

5.0 INSPECTION AND TESTS:

The manufacturer shall perform all inspection and tests as per requirement of API 6D specifications and relevant codes, prior to shipment, at his works. Such inspection and tests shall be, but not limited to the following.

5.1 All valves shall be visually inspected.

5.2 Dimensional check on all valves shall be carried out as per the purchaser approved drawings

5.3 All valves shall be 100% radiographed.

(i) Radiographic testing of castings on 100% of critical areas in accordance with ASME B 16.34.

(ii) Radiographic testing of castings on 100% of accessible areas. Examination shall be carried out in accordance with ASME Section V, article 22. The sensitivity, as indicated by wire penetrometers, shall be 1.5% or better. Acceptance shall be in accordance with ASME Sec VIII Div-1, appendix 7.

(iii) If Valve Body MOC is forging, Ultrasonic testing of forgings on 100% of surface area shall be carried out in accordance with ASTM A388.

5.4 Cavity relief testing should be carried out for all (Trunnion Mounted) ball valves.

5.5 Hydraulic test shall be 100% for all valves and test pressure shall be as per API 6D Spec.

Note: OIL may depute its representative at the vendor's works during manufacturing / testing stage. Bidder to ensure that OIL representative shall get fair opportunity to witness the manufacturing of critical component and testing of the valve(s). Party to inform OIL at least 15 days ahead of such inspection. Valves may be subjected to Hydrostatic Testing after receipt at OIL's warehouse and in case of any observance of deviation from test reports, supplier will be asked to depute its Engineer/Technician to witness and repair the same at their own cost.

6.0 PAINTING, MARKING AND SHIPMENT

6.1 Valve surface shall be thoroughly cleaned, freed from rust and grease and applied with sufficient coats of corrosion resistant paint. Surface preparation shall be carried out by shot blasting to SP-6 in accordance with Steel Structures Painting Council Visual Standard SSPC-VIS-1.

6.2 All valves shall be marked as per API 6D. The unit of marking shall be metric except nominal diameter, which shall be in inches also.

6.3 Packing and shipping instructions shall be as per API-6D.

6.4 On packages, following shall be marked legibly with suitable marking ink.

- a) OIL's Order Number
- b) Manufacturer's Name
- c) Valve size and rating
- d) Tag Number
- e) Serial Number

6.5 Valve ends shall be suitably protected to avoid any damage during transit. All threaded and machined surfaces 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, securely attached to the valves.

7.0 DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER:

The following documents are required to be submitted at the time of bidding

7.1 Valid API 6 D certificates

7.2 Details sectional arrangement drawing showing all parts with reference numbers, materials specification.

7.3 Assembly drawing with detailed dimensions of bonnet, hand wheel stem, yoke etc. Drawing shall also indicate the number of turns of hand wheel (in case of gear operators) required for operating the valve from full open to full close position and the painting scheme. Complete dimensional details of support foot (where applicable) shall be indicated in these drawings.

Note: All valves of similar size, type and pressure rating will have same casting pattern, bonnet design, height and overall dimensions shall also be same.

7.4 Point wise compliance of NIT requirements. Deviations from the NIT, if any must be highlighted with documentation.

7.5 Technical catalogue / literature of the valves.

7.6 Testing and quality control procedures / QAP.

7.7 Supplier of valves has to get drawings supplied against 7.3 above approved before carrying out fabrication of the valves, incase order is placed on them.

7.8 Vendor to confirm that the valve body castings and forging will be procured from foundries as approved by M/s EIL or M/s Lloyds only. Valid documentary evidence in this regard shall be submitted along with the bid.

8.0 THIRD PARTY INSPECTION:

The valves will be inspected by M/s OIL approved Third Party Inspection Agency viz M/s Lloyds or M/s Bureau Veritas or M/s RITES or M/s Tuboscope Vecto, or M/s IRS or M/s DNV only. Third Party Inspection charges to be quoted separately which will be considered for bid evaluation. Quotation received without TPI charges will be loaded with the maximum TPI charges received against this tender at the time of commercial evaluation. The scope of Third Party Inspection will be as under:-

8.1 To review heat number wise foundry certificates of castings and material certificates in order to ensure that the materials used are as per purchase order.

8.2 To ensure that valve body castings and forging are procured from foundries as approved by M/s EIL or M/s Lloyds only.

8.3 To ensure that proper technique and procedure as per relevant API standard and Purchase Order are followed by the manufacturer.

8.4 To ensure that different components of the valve conform to purchase order, API 6D specification and all referred standard, codes and specifications in point 2.0 above of the special terms and conditions.

8.5 To ensure and check that valves are tested as per API 6D specifications.

8.6 To documents and issue all inspection certificates.

8.7 To ensure that the valves inspected are fully embossed with API monogram and other markings as per API 6D specifications.

8.8 To witness hydraulic, pneumatic test for the body and seat on each specified valve as per API 6D standards.

8.9 To review and check the radiograph films of body and bonnet of all the valves of rating ANSI 300 Class and above. Certified radiography film shall be submitted along with the supplied valves.

9.0 SUBMISSION OF DOCUMENTS ALONG WITH SUPPLY OF VALVES:

The manufacturer must submit the following along with the supply of the valves.

9.1 All test reports and certificates as required by API 6D specifications.

9.2 Mill test certificates relevant to the chemical analysis and mechanical properties of the materials used for the valve construction as per the relevant standards.

9.3 Test certificate of hydraulic test complete with records of timing and pressure of each test carried out.

9.4 TPI certified radiograph films of all the valves for casting material.

9.5 TPI certified Ultrasonic testing report of forgings on 100% of surface area as per ASTM A388


9.6 Above mentioned certificates shall be valid only when signed by Purchaser's Third party Inspection agency. Only those valves which have been certified by Purchaser's Third party Inspection agency shall be dispatched from Manufacturer's works.

10.0 The items shall be brand new, unused & of prime quality. Bidder shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of receipt or 12 months from date of commissioning of the items. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. Bidders must confirm the same while quoting.

11.0 Quantity of Individual item may be increased or decrease at the time of final placement of order.

CC:: GENERAL NOTES TO BIDDERS

Sl No	Clause description
1.0	Tender Fee – Tender fee must be paid online through OIL's payment gateway only and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.
2.0	Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.
3.0	The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement.
4.0	Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
5.0	Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to The DGM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.

	<p>a) Original Bid Security along with two duplicate copies of Bid Security. b) Any other documents which have been particularly asked for in this tender for submission.</p>
6.0	<p>Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time, failing which the offer shall be rejected.</p>
7.0	<p>The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The “Techno-commercial Unpriced Bid” shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab “Notes and Attachments”. Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">Notes and Attachments</div> <div style="background-color: yellow; padding: 5px; text-align: center;">→ Only Price Details Should Be Uploaded</div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">Technical attachments</div> <div style="background-color: yellow; padding: 5px; text-align: center;">→ All technical bid documents except price details</div> </div> <p style="margin-top: 20px;">Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “ New Vendor Manual (effective 12.04.2017) ” available in the login Page of the OIL’s E-tender Portal.</p> <div style="display: flex; align-items: center; margin-top: 10px;">  <div style="margin-left: 20px;"> <p>Click here for the New Manual & Instruction</p> </div> </div>
8.0	<p>In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical Rfx Response-> User -> Technical Bid. <u>No price should be given in above Technical Rfx otherwise the offer will be rejected.</u> Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical Rfx Response-> User -> Technical Bid only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.</p>
9.0	<p>PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.</p>

10.0	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 rejection of its offer without seeking any clarifications.
11.0	Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.
12.0	To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected.
13.0	Other terms and conditions of the tender shall be as per "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
14.0	All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.
15.0	Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
16.0	Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.
17.0	The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of commissioning and handing over to OIL, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.
18.0	Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.

19.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
20.0	<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 Annexure XII 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>SHRI RAJIV MATHUR, IPS (Retd.), Former Director (IB) Govt. of India e-Mail ID : rajivmathur23@gmail.com</p> <p>SHRI SATYANANDA MISHRA, IAS(Retd.) Former Chief Information Commissioner & Ex-Secretary, DOPT, Govt. of India E-mail Id : satyanandamishra@hotmail.com</p> <p>SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC e-Mail id : jagmohan.garg@gmail.com</p>
21.0	Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.
22.0	<p>Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the new clause is detailed in the Amendment dated 25.04.2016 issued to MM/GLOBAL/01/2005. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Bidders to note the same and to confirm its acceptance in their offers.</p> <p>The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:</p> <p>a. (i) "MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee</p> <p>The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, Dist- Dibrugarh, Pin- 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
23.0	Bidder to sign and submit completely filled up Technical & Commercial check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification failing which their offer will be rejected.

24.0	Payment terms: Refer to “General Terms & Conditions” for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)
25.0	Liquidated Damage: Refer to “General Terms & Conditions” for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). In case of deduction of LD, LD amount will be deducted along with applicable rate of GST.
26.0	<p>The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST against Essentiality Certificate for invoice valuing 10 lakh and above.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export, where import content is declared by the bidder for availing Custom Duty benefit on the import content.</p> <p>Supplier shall arrange to provide all necessary documents to apply for the essentiality certificate on receipt of request from OIL, if any. Further, supplier shall affect dispatch only on receipt of relevant certificates from OIL, failing which all related liabilities shall be to Supplier’s account.</p>
27.0	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. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. A new Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished vide addendum dated 21.08.2017 to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable.
28.0	<p><u>Clauses related to GST</u></p> <ol style="list-style-type: none"> For the purposes of levy and imposition of GST, the expressions shall have the following meanings: <ol style="list-style-type: none"> GST - means any tax imposed on the supply of goods and/or services under GST Law. Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including

	<p>GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.</p> <p>4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.</p> <p>5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.</p> <p>6. When Input tax credit is available for Set Off Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders</p> <p>When Input tax credit is NOT available for Set Off Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders</p> <p>7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.</p> <p>8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.</p>
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BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA(BRC)

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

A. BID REJECTION CRITERIA:**A.1 BEC TECHNICAL:****1.0 BRC (TECHNICAL) - QUALIFICATION**

- 1.1 The bidder shall be an Original Equipment Manufacturer of API 6D Valves similar to Tender Valve Data Sheet indicated in the tender or shall be an authorized Dealer / Distributor / Agent of an Original Equipment Manufacturer of the tendered item(s) having valid authorization letter in the form of Certificate of Dealership / Distributorship / Agency. The valid Authorized Dealer / Distributor/ Agent must submit Authorization Letter along with Technical Bid from the OEM for bidding against this tender with back-up Warranty, which should be valid as per Tender Warrantee /Guarantee Terms & Conditions.
- 1.2 The Original Equipment Manufacturer of the tendered item(s) shall be holding relevant API Certificate(s) with continuous validity for 5 years preceding original bid closing date of the tender, and copy of relevant API Certificate(s) shall be submitted by the Bidder along with the technical bid. For this Bidder should submit the latest Valid API Certificate(s) along with all the past API Certificate(s) to meet the above criterion.

2.0 BRC (TECHNICAL) - EXPERIENCE**2.1 IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER**
of the tendered item(s),

- 2.1.1 The bidder shall have experience of successful execution of past supply for minimum 50% quantity (to be rounded off to next higher integer) of each tender item of same or higher size & Pressure Rating of API 6D Valves similar to Tender Valve Data Sheet indicated in the tender, against valid purchase order / contract awarded in last 5 years preceding the original bid closing date of the tender to upstream, midstream and downstream Oil & Gas Industry or Service Provider to an E&P company, either by themselves or through their Dealer / Distributor / Agent for their own (OEM) products.

2.2 IN CASE THE BIDDER IS AN AUTHORIZED DEALER / DISTRIBUTOR / AGENT

- 2.2.1 The OEM shall fulfill the experience criteria mentioned in clause 2.1.1 mentioned above.
- 2.2.2 Additionally, the bidder himself shall have experience of successful execution of past supply for minimum 50% quantity (to be rounded off to next higher integer)

each tender item of same or higher size & Pressure Rating of API 6D Valves similar to Tender Valve Data Sheet indicated in the tender against valid purchase order / contract awarded in last 5 years preceding the original bid closing date of the tender, to upstream, midstream and downstream Oil & Gas Industry or service provider to an E&P company, provided either from the same OEM or from any other OEM.

2.2.3 The bidder shall obtain authorization certificate from the OEM (in original on manufacturer's letter head) and submit along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

2.2.4 The bidder shall furnish undertaking from the manufacturer (in original on manufacturer's letter head) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

2.2.5 The bid shall be rejected in case of any change of the proposed Original Valve Manufacturer after submission of the bid.

2.3 The bidder shall submit documents in support of successful execution of past supply experience and of the OEM, as applicable under clause 2.1.1, 2.2.1 & 2.2.2, as below:

(i) Copy(ies) of detail Purchase Order(s) / Contract document(s) containing Technical specification, etc. and,

(ii) Performance Bank Guarantee Release Document / Performance Report / Successful completion of order certificate from Client of the corresponding executed supply and,

(iii) Any one or combination of the following documents,

- a. Satisfactory Inspection Report (OR)
- b. Satisfactory supply completion/Client certificate (OR)
- c. Bill of Lading, Invoice etc. (OR)
- d. Consignee receipt delivery challan (OR)
- e. Central Excise Gate Pass/Tax Invoices
- f. Commercial Invoice/Payment Invoice
- g. Final inspection release note from Third Party Inspection Agency

Note: For the purpose of above clause, the date of those purchase order (s) need not be within five (5) years preceding the bid closing date of the tender, but the date of execution must fall within the period of five (5) years prior to the original bid closing date of the tender.

2.4 If the bidder has supply experience of minimum 50% tendered quantity (to be rounded off to next higher integer) against any or all their offered items (of same or higher sizes& ratings) to OIL INDIA LIMITED (OIL) during last 5 (five) years preceding to the original bid closing date of the tender either by themselves or through their sole selling agents/distributors/dealers/supply houses and the past performance has been satisfactory, the bidder need not be required to submit documentary evidences as called for vide para 2.3 above **with respect to those items. In this situation, the bidder must indicate the Purchase Order Number and Date placed earlier by OIL INDIA LIMITED. However, for the remaining items of their Bid, the Bidder must submit documentary evidences thereof as per para 2.3 above.**

- 3.0 Bidder shall provide a copy of certificate for Fire Safe Design as per API 6FA (for API 6D Gate, Ball & Plug Valves) for the quoted valve. As a proof of Fire Test, the following documents approved by Third Party Inspection agency shall be submitted along with the bid for the fire tested valve:

- a) Fire Test Report
- b) Valve Cross sectional drawing along with Material of Construction (MOC) of all the components.

Fire test certificate is required to be submitted for at least 1 no. Valve similar to tender valve data sheet for size & Pressure Rating as specified in above Specifications to establish that the tested valve is similar to the tendered item.

- 4.0 The bidder should categorically confirm in the technical bid that, in the event of order, the tendered items will be supplied within the four (04) months from the date of placement of order or establishment of LC, without which the bid will be rejected.

- 5.0 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be rejected:

- i) Liquidated Damages
- ii) Guarantee of material
- iii) Arbitration / Resolution of Dispute
- iv) Force Majeure
- v) Applicable Laws

- 6.0 It is the bidder's responsibility to submit all the relevant valid documents along with the bid, which categorically complies the requisite criteria mentioned above from Clause 1.0 thru 5.0.

- 7.0 In a tender, authorized Dealer / Distributor / Agent on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

- 8.0 If authorized Dealer / Distributor / Agent submits bid on behalf of the OEM, the same Dealer / Distributor / Agent shall not submit a bid on behalf of another OEM in the same tender for the same item/product.

- 9.0 The Bid along with all Technical documents must be submitted/uploaded in English language.

- 10.0 Bidders can quote any or all the tendered items for full quantity. Each item of this tender shall be evaluated independently. However, OIL expects that Bidders to quote for all the tendered items in full quantity.

A.2 FINANCIAL EVALUATION CRITERIA:

- 1.0 The bidder shall have an annual financial turnover of minimum US\$ 46,800.00 or Rs. 30.85 Lakhs during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not.

- 2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender (i.e., year 2016-17).

3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year 2016-17 has actually not been audited so far'.

Note:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-
 - i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-IV.
OR
 - ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
 - b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

A.3 COMMERCIAL CRITERIA:

Commercial Bid Rejection Criteria will be as per Section D of General Terms & Conditions of Global Tender (MM/GLOBAL/E-01/2005) with following Special Bid Rejection Criteria.

- 1.0 Bids are invited under **Single Stage Two Bid System**. Bidders shall quote accordingly under Single Stage Two Bid System. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions.

Bidder not complying with above submission procedure will be rejected.

- 2.0 The prices offered shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

- 3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.
- 4.0 Bids containing incorrect statement shall be rejected.
- 5.0 Validity of the bid shall be minimum 120 days from the date of Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 **Bid Security in ORIGINAL** shall be furnished by the Bidder as a part of their Bid. The amount of Bid Security & its validity shall be specified in the covering letter of this bid document. **Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 6.1 For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
- 7.0 Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of 18 months from the date of shipment/dispatch or twelve (12) months from the date of receipt of the items at destination, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier’s expenses at no extra cost to OIL.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of Order, which should remain valid for the guarantee period under para 7.0 above and also throughout the period execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above
- 9.0 Offers should be submitted along with Integrity Pact duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 10.0 Evaluation of Bid shall be done on individual item basis.
- 11.0 Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below.

(i) Price Bid Format (SUMMARY) for Foreign Bidders:

(A) Basic Material Value for item nos. 10, 20, 30, 40 & 50 and TPI Charges: (bidder to indicate HSN Code):

Note: Please quote Basic Material Value item wise separately for 10, 20, 30, 40 & 50 and Third Party Inspection (TPI) Charges, if any for the respective item no.

- (B) Packing & FOB Charges for item no. 10, 20, 30, 40 & 50:
- (C) Total FOB Port of Shipment value, (A+B) above :
- (D) Overseas Freight Charges upto Kolkata, India for item no 10, 20, 30, 40 & 50:
- (E) Banking & Insurance Charges @1.5% of C :
- (F) Total CIF Kolkata value, (C+D+E) :
- (G) Landing Charges @1% of F:
- (H) Total CIF Landed Value (F+G):
- (I) IGST on H:
- (J) Compensatory Cess, if any on I:
- (K) Total CIF+IGST Landed Value (H+I+J):
- (L) Total Value in words :
- (M) Gross Weight & Volume for item no 10, 20, 30, 40 & 50, Port of Shipment, Country of Origin:

(ii) Price Bid Format (SUMMARY) for Indigenous Bidders:

- (A) Basic Material Value for item no 10, 20, 30, 40 & 50 and TPI Charges: (bidder to indicate HSN Code along with actual applicable rate of GST):**

Note: Please quote Basic Material Value item wise separately for 10, 20, 30, 40 & 50 and Third Party Inspection (TPI) Charges, if any for the respective item no.

- (B) Packing & Forwarding Charges for item no 10, 20, 30, 40 & 50:
- (C) Total Ex-works value, (A+B) above :
- (D) GST on C :
- (E) Compensatory Cess, if any on (D)
- (F) Total FOR Dispatching Station price, (C+D+E) above
- (G) Road Transportation charges to Duliajan for item no 10, 20, 30, 40 & 50 including GST:
- (H) Insurance Charges @0.5% on C including GST:
- (I) Total FOR Duliajan value, (F+G+H) above :
- (J) Total Value in words :
- (K) Gross Weight & Volume for item no 10, 20, 30, 40 & 50:
- (L) Import Content, if any for item no 10, 20, 30, 40 & 50:

12.0 Bidder shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- i) Liquidated Damages
- ii) Warranty/Guarantee of material
- iii) Arbitration / Resolution of Dispute
- iv) Force Majeure
- v) Applicable Laws

13.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:

- (a) Validity of bid shorter than the validity indicated in the Tender.
- (b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.

- (c) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

B. BID EVALUATION CRITERIA:

The bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria shall be considered for further evaluation as per General Terms and Conditions for Global Tender and the Bid Evaluation Criteria given below:

- 1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender and detailed below
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.

Note: 1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

2) The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable customs duty for import of goods shall be zero. However, concessional IGST shall be applicable during import. Concessional GST shall be applicable for Indigenous bidders against Essentiality Certificate for invoice valuing 10 lakh and above else evaluation will be done on applicable full rate of GST.

4.1 When only foreign bidders are involved:

Comparison of bids shall be done on the basis of "TOTAL VALUE" quoted by the Bidders against **each individual item** as per Price Bid Format adopted in para **A3. Commercial Criteria 11.0 (i) K above.**

NOTE: *Banking charge in the country of the foreign bidder shall be borne by the bidder. Banking charge 1% for payment through Letter of Credit. If confirmed L/C at buyer's account is required, 1.5 % will be loaded.

4.2 **When only domestic bidders are involved:**

Comparison of bids shall be done on the basis of "TOTAL VALUE" quoted by the Bidders against **each individual item** as per Price Bid Format adopted in para **A3. Commercial Criteria 11.0 (ii) I** above.

4.3 **When both foreign and domestic bidders are involved:**

The Total Value against **each individual item** of domestic bidder as worked out as per para **A3. Commercial Criteria 11.0 (ii) F** above and Total Value against **each individual item** of the foreign bidder worked out as per Para **A3. Commercial Criteria 11.0 (i) K** above will be compared.

Note: If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

- 5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

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CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

A. TECHNICAL

Sl no	NIT Requirements	Remarks
1	The bidder's quote should indicate each and every item serially as given in the technical specification of the enquiry.	
2	Bidders Quality Assurance Procedure (QAP) (as Annexure-E) is submitted along with the bid.	
3	Vendor to confirm that all the items offered are exactly as per specification, size, material of construction, design & testing standards etc. wherever applicable as mentioned in the NIT.	
4	Vendor to provide valid API 6 D authorization certificate.	
5	Vendor to confirm that all valves shall meet the fire safe design requirement as per API-6FA.	
6	Vendor to confirm that delivery of materials will be done within 4 (four) months after PO placement.	
7	Vendor to confirm that all the Inspection and Test will be carried out as per the NIT and QAP.	
8	Vendor to confirm that the materials will be tested, inspected and certified by OIL's approved Third Party Inspection Agency and inspection report must be forwarded to us along with the materials as per the NIT. Vendor to confirm that scope of test and inspection by OIL's approved third party inspection agency will be as per NIT.	
9	Vendor to confirm along with materials: The submission of Test certificates of raw material used, Hydraulic Test conducted, Air Test /Magnetic Particle test conducted and dimensional check.	
10	Vendor to confirm to provide API monogram on the valve body as per NIT.	
11	Vendor to confirm to provide permanent marks (i.e. Manufacturer name, Valve Size, Pressure Rating, Serial No, Manufactured for OIL, OIL POno) in the valve body as per NIT.	
12	Vendor to confirm that all the material will be thoroughly cleaned & painted with anticorrosive paint or varnish to avoid corrosion as per NIT.	
13	Vendor to confirm that materials will be guaranteed for workmanship & performance for a period of 18 months from the date of receipt at Duliajan or 12 months from the date of commissioning, whichever is earlier and relevant guarantee certificate in duplicate must be provided along with the supply.	
14	Vendor to confirm that packing and tagging of finished product for dispatch will be done as per NIT.	

B.COMMERCIAL

Sl#	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
3.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, provide details	Yes / No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of tender Payment Terms as per "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule (A3. Commercial Criteria 11.0 of BRC vide Annexure – II)?	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
9.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance) ?	Yes / No
9.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	Yes / No
10.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
10.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No

10.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
11.0	Whether all BRC/BEC clauses accepted ?	Yes / No
12.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
12.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No

C. TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Make and Model of the Items	
02	Bid validity	
03	Payment Terms	
04	Guarantee/Warranty Terms	
05	Delivery Period	
08	Port of Dispatch / Dispatching Station	
09	Confirm submission Integrity pact, if required as per NIT	
10	Confirm submission PBG, if required as per NIT	
11	Compliance to: a) Liquidated Damage b) Warranty/Guarantee c) Arbitration/Resolution of Dispute d) Force Majeure e) Applicable laws	
12	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	

Signature _____

Name _____

Designation _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTARD ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the bidder) for the last three (3) completed accounting years upto..... **(as the case may be)** are correct

YEAR	TURN OVER In INR (Rs.) Crores / US \$ Million) *	NET WORTH In INR (Rs.) Crores / US \$ Million) *

*Rate of conversion (if used any): USD 1.00 = INR

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

***Applicable only for GLOBAL tenders**

BEC/BRC Compliance Check list

SI no	BEC/BRC Clauses	Description	Compliance		Vendor's Remark
			Yes	No	
1.0	1.1	The bidder shall be an Original Equipment Manufacturer of API 6D Valves similar to Tender Valve Data Sheet indicated in the tender or shall be an authorized Dealer / Distributor / Agent of an Original Equipment Manufacturer of the tendered item(s) having valid authorization letter in the form of Certificate of Dealership / Distributorship / Agency. The valid Authorized Dealer / Distributor/ Agent must submit Authorization Letter along with Technical Bid from the OEM for bidding against this tender with back-up Warranty, which should be valid as per Tender Warrantee /Guarantee Terms & Conditions.			
2.0	1.2	The Original Equipment Manufacturer of the tendered item(s) shall be holding relevant API Certificate(s) with continuous validity for 5 years preceding original bid closing date of the tender, and copy of relevant API Certificate(s) shall be submitted by the Bidder along with the technical bid. For this Bidder should submit the latest Valid API Certificate(s) along with all the past API Certificate(s) to meet the above criterion.			
3.0	2.1 & 2.1.1	2.1 IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER of the tendered item(s), 2.1.1 The bidder shall have experience of successful execution of past supply for minimum 50% quantity (to be rounded off to next higher integer) of each tender item of same or higher size & Pressure Rating of API 6D Valves similar to Tender Valve Data			

		Sheet indicated in the tender, against valid purchase order / contract awarded in last 5 years preceding the original bid closing date of the tender to upstream, midstream and downstream Oil & Gas Industry or Service Provider to an E&P company, either by themselves or through their Dealer / Distributor / Agent for their own (OEM) products.			
4.0	2.2, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5	<p>2.2 IN CASE THE BIDDER IS AN AUTHORIZED DEALER / DISTRIBUTOR / AGENT</p> <p>2.2.1 The OEM shall fulfill the experience criteria mentioned in clause 2.1.1 mentioned above.</p> <p>2.2.2 Additionally, the bidder himself shall have experience of successful execution of past supply for minimum 50% quantity (to be rounded off to next higher integer) each tender item of same or higher size & Pressure Rating of API 6D Valves similar to Tender Valve Data Sheet indicated in the tender against valid purchase order / contract awarded in last 5 years preceding the original bid closing date of the tender, to upstream, midstream and downstream Oil & Gas Industry or service provider to an E&P company, provided either from the same OEM or from any other OEM.</p> <p>2.2.3 The bidder shall obtain authorization certificate from the OEM (in original on manufacturer's letter head) and submit along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.</p> <p>2.2.4 The bidder shall furnish undertaking from the manufacturer (in original on manufacturer's letter head) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.</p>			

		2.2.5 The bid shall be rejected in case of any change of the proposed Original Valve Manufacturer after submission of the bid.			
5.0	2.3	<p>The bidder shall submit documents in support of successful execution of past supply experience and of the OEM, as applicable under clause 2.1.1, 2.2.1 & 2.2.2, as below:</p> <p>(i) Copy(ies) of detail Purchase Order(s) / Contract document(s) containing Technical specification, etc. and,</p> <p>(ii) Performance Bank Guarantee Release Document / Performance Report / Successful completion of order certificate from Client of the corresponding executed supply and,</p> <p>(iii) Any one or combination of the following documents,</p> <ol style="list-style-type: none"> Satisfactory Inspection Report (OR) Satisfactory supply completion/Client certificate (OR) Bill of Lading, Invoice etc. (OR) Consignee receipt delivery challan (OR) Central Excise Gate Pass/Tax Invoices Commercial Invoice/Payment Invoice Final inspection release note from Third Party Inspection Agency <p>Note: For the purpose of above clause, the date of those purchase order (s) need not be within five (5) years preceding the bid closing date of the tender, but the date of execution must fall within the period of five (5) years prior to the original bid closing date of the tender</p>			
6.0	2.4	If the bidder has supply experience of minimum 50% tendered quantity (to be rounded off to next higher integer) against any or all their offered items (of same or higher sizes& ratings) to OIL INDIA LIMITED (OIL) during last 5 (five) years preceding to the original bid closing date of the tender either by themselves or through their sole selling agents/distributors/dealers/supply houses and the past performance has been satisfactory, the			

		bidder need not be required to submit documentary evidences as called for vide para 2.3 above with respect to those items. In this situation, the bidder must indicate the Purchase Order Number and Date placed earlier by OIL INDIA LIMITED. However, for the remaining items of their Bid, the Bidder must submit documentary evidences thereof as per para 2.3 above.			
7.0	3.0	<p>Bidder shall provide a copy of certificate for Fire Safe Design as per API 6FA (for API 6D Gate, Ball & Plug Valves) for the quoted valve. As a proof of Fire Test, the following documents approved by Third Party Inspection agency shall be submitted along with the bid for the fire tested valve:</p> <p>a) Fire Test Report b) Valve Cross sectional drawing along with Material of Construction (MOC) of all the components.</p> <p>Fire test certificate is required to be submitted for at least 1 no. Valve similar to tender valve data sheet for size & Pressure Rating as specified in above Specifications to establish that the tested valve is similar to the tendered item.</p>			
8.0	4.0	The bidder should categorically confirm in the technical bid that, in the event of order, the tendered items will be supplied within the four (04)months from the date of placement of order or establishment of LC, without which the bid will be rejected.			
9.0	5.0	<p>Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be rejected:</p> <p>i) Liquidated Damages ii) Guarantee of material iii) Arbitration / Resolution of Dispute iv) Force Majeure v) Applicable Laws</p>			
10.0	6.0	It is the bidder's responsibility to submit all the relevant valid documents along with the bid, which categorically complies the requisite criteria mentioned above from Clause 1.0 thru 5.0.			

11.0	7.0	In a tender, authorized Dealer / Distributor / Agent on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.			
12	8.0	If authorized Dealer / Distributor / Agent submits bid on behalf of the OEM, the same Dealer / Distributor / Agent shall not submit a bid on behalf of another OEM in the same tender for the same item/product.			
13	9.0	The Bid along with all Technical documents must be submitted/uploaded in English language.			
14	10.0	Bidders can quote any or all the tendered items for full quantity. Each item of this tender shall be evaluated independently. However, OIL expects that Bidders to quote for all the tendered items in full quantity.			