

Bid Number: GEM/2021/B/1762661

Dated: 14-12-2021

Bid Document

Bid Details	
Bid End Date/Time	28-01-2022 14:00:00
Bid Opening Date/Time	28-01-2022 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	45 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	8520
Item Category	13.3/8" Casing Short Nipples (Q3), Coupling for 5.1/2" Casing P110 BTC (Q3), Nipple for 5.1/2" Casing P110 BTC (Q3), 5.1/2" Casing P110 BTC (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Primary product category	5.1/2" Casing P110 BTC
Time allowed for Technical Clarifications during technical evaluation	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Quality Assurance Plan document	<u>1639482498.pdf</u>
Evaluation Method	Total value wise evaluation

EMD Detail

B	
Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	15

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

Beneficiary:

CGM-C&P

Oil India Limited, OIL INDIA Limited, OIL INDIA Limited, Ministry of Petroleum and Natural Gas (Mvvs Murty)

Splitting

Bid splitting not applied.

MII Purchase Preference

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	MII Purchase Preference	Yes	

MSE Purchase Preference

	MSE Purchase Preference	Yes
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- 1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 2. 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 OUANTITY.

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

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

13.3/8" Casing Short Nipples (2 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type		Unbranded
Technical Specifications		
Buyer Specification Document	Download	

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Swarup Majumder	751022,OIL INDIA LIMITED, BAY EXPLORATION PROJECT, IDCO TOWERS (3rd Floor), JANPATH, BHUBANESWAR	2	180

Coupling For 5.1/2" Casing P110 BTC (9 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
2.0	

Technical Specifications

Buyer Specification Document	<u>Download</u>

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Swarup Majumder	751022,OIL INDIA LIMITED, BAY EXPLORATION PROJECT, IDCO TOWERS (3rd Floor), JANPATH, BHUBANESWAR	9	180

Nipple For 5.1/2" Casing P110 BTC (9 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded

Technical Specifications

Buyer Specification Document	<u>Download</u>

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Swarup Majumder	751022,OIL INDIA LIMITED, BAY EXPLORATION PROJECT, IDCO TOWERS (3rd Floor), JANPATH, BHUBANESWAR	9	180

5.1/2" Casing P110 BTC (8500 meter)

(Minimum 50% Local content required for MII compliance)

Brand Type Unbranded

Technical Specifications

Buyer Specification Document	Download

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Swarup Majumder	751022,OIL INDIA LIMITED, BAY EXPLORATION PROJECT, IDCO TOWERS (3rd Floor), JANPATH, BHUBANESWAR	8500	180

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Integrity Pact View	Integrity Pact	13.3/8" Casing Short Nipples(2),Coupling For 5.1/2" Casing P110 BTC(9),Nipple For 5.1/2" Casing P110 BTC(9),5.1/2" Casing P110 BTC(8500)
2	Commercial Checklist View	Commercial Checklist	13.3/8" Casing Short Nipples(2),Coupling For 5.1/2" Casing P110 BTC(9),Nipple For 5.1/2" Casing P110 BTC(9),5.1/2" Casing P110 BTC(8500)
3	DMI&SP Policy View	DMI&SP Policy	13.3/8" Casing Short Nipples(2),Coupling For 5.1/2" Casing P110 BTC(9),Nipple For 5.1/2" Casing P110 BTC(9),5.1/2" Casing P110 BTC(8500)

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

Buyer Added Bid Specific Terms and Conditions

1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address OIL INDIA LIMITED BAY EXPLORATION PROJECT IDCO TOWERS (3rd Floor) JANPATH BHUBANESWAR, 751022.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

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

4. Generic

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

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

5. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

6. Generic

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

7. 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: 5%

Notification No.and date: 50/2017 dated 28/06/2017

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 30 to 45 days days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH 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. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): By any of Lloyds, Bureau Veritas, RITES, I.R.S. and DNV-GL Post Receipt Inspection at consignee site before acceptance of stores: OIL's engineers

12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A] In the event of order, the following documents are to be submitted to OIL INDIA LIMITED, BAY EXPLORATION PROJECT, IDCO TOWERS (3rd Floor), JANPATH, BHUBANESWAR, 751022 along with supplies:

- (i) TPI certificate (copy).
- (ii) Original Mill Test Certificate.
- (iii) Original Tally Sheet duly sealed and signed by TPI & Manufacturer.
- (iv) Original Certificate of Compliance from the Manufacturer
- (v) Guaranty/ Warranty certificate
- B] Date of LR to be treated as date of despatch. However, freight & insurance shall be on supplier's account.
- C] OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
- a. Shri Sutanu Behuria, IAS (Retd.), Ex-Secretary, Ministry of Heavy Industries and Public Enterprises. E-mail ID: sutanu2911@gmail.com
- b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture, E-mail ID: rudhra.gangadharan@gmail.com
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, E-mail ID: Ops2020@rediffmail.com

Integrity Pact, in respect of a particular contract / order, shall be operative from the date IP is signed by both the parties till the completion of contract or as mentioned in Section 9 – Pact Duration, whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract / order, if specifically raised before the IEMs shall be looked into by IEMs.

In the event of any dispute between the management and the Contractor / Supplier, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the Contract / order. The fees / expenses on dispute resolution shall be equally shared by both the parties.

D] Documents required to be submitted by bidders who wish to avail benefit under MSE Policy:

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 existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of December, 2021.

Bidders claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender have to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:

. Udyam Registration Number with Udyam Registration Certificate.

or

ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

Further, in case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST entrepreneur should also be enclosed.

E] PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):

Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

Note: In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy and declare the policy under which they want to avail benefit as per BRC Clause No. D.3 (5.0).

Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.

Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway

awarded to MSE, without considering any Purchase Preference for PPLC bidder.

In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

F] Bidders are advised to go through the Quality Assurance Plan Document, GeM GTC and other uploaded bid documents thoroughly before creation of their bids. Bidders may contact the following in case of any query:

Ms. T. Agrawal, MANAGER (C&P)

E-mail: KGBasin@oilindia.in

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Disclaimer

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

This Bid is also governed by the General Terms and Conditions

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

---Thank You---