



Bid Number: GEM/2022/B/2642158

Dated: 15-10-2022

## **Bid Document**

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	Bid Details		
Bid End Date/Time	09-11-2022 10:00:00		
Bid Opening Date/Time	09-11-2022 10:30:00		
Bid Offer Validity (From End Date)	120 (Days)		
Ministry/State Name	Ministry Of Petroleum And Natural Gas		
Department Name	Oil India Limited		
Organisation Name	Oil India Limited		
Office Name	Oil India Limited		
Total Quantity	20		
Item Category	ALLOY STEEL LINK CHAIN, 3/8 INCH (Q3) , ALLOY STEEL LINK CHAIN, 1/2 INCH (Q3)		
MSE Exemption for Years of Experience and Turnover	No		
Startup Exemption for Years of Experience and Turnover	No		
Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (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	ALLOY STEEL LINK CHAIN, 3/8 INCH		
Time allowed for Technical Clarifications during technical evaluation	7 Days		
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No		
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	Total value wise evaluation		

## **EMD Detail**

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Required	No	

## ePBG Detail

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

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

## **Beneficiary:**

MANAGER MATERIALS (IP)

Oil India Limited, Duliajan, Ministry of Petroleum and Natural Gas, Bank Details of Beneficiary: OIL INDIA LIMITED, Bank Name: HDFC BANK LIMITED, Branch Name: Duliajan, Bank Account No.: 21182320000016, Type of Account: Current Account, IFSC Code: HDFC0002118, MICR Code: 786240302, SWIFT Code: HDFCINBBCAL Note: The supplier is requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office: The bank guarantee issued by the bank must be routed through SFMS platform as per following details: (i) "MT 760 / MT 760 COV for issuance of bank guarantee. (ii) "MT 760 / MT 767 COV for amendment of bank guarantee. The above message/intimation shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch, IFS Code - HDFC0002118, SWIFT Code - HDFCINBBCAL, Branch Address -HDFC Bank Ltd, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar Duliajan, District - Dibrugarh, PIN- 786602. Email ID: "manish\_chowdhury@oilindia.in" (Manish Kumar Chowdhury)

#### **Splitting**

Bid splitting not applied.

#### **MII Purchase Preference**

MII Purchase Preference	No
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## **Details of the Competent Authority for MII**

Name of Competent Authority	OIL INDIA LIMITED
Designation of Competent Authority	OIL INDIA LIMITED
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	15-10-2022
Brief Description of the Approval Granted by Competent Authority	This is to certify that Oil India Limited is a Central Public Sector Enterprises under the Ministry of Petroleum and Natural Gas (MoPNG) and are engaged in oil & gas exploration and production activities. Oil India Limited has adopted Purchase Preference policy linked with Local Content issued by MOPNG vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and the original policy was approved by the Cabinet. This policy is applicable for tender value more than ₹ 1 Crore to treat the local supplier as Class I, Class II and Non Local Supplier and to extend the benefit of purchase preference accordingly as per policy. Since, the estimated value of the subject tender is less than ₹ 1 Crore, no Purchase Preference Policy shall be applicable against this tender.

Competent Authority Approval for not opting Make In India Preference : View Document

#### **MSE Purchase Preference**

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MSE Purchase Preference	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 OUANTITY.

# ALLOY STEEL LINK CHAIN, 3/8 INCH (16 pieces)

Brand Type   Unbranded
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### **Technical Specifications**

Buyer Specification Document	<u>Download</u>

### **Consignees/Reporting Officer and Quantity**

S.No	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	16	180

## **ALLOY STEEL LINK CHAIN, 1/2 INCH (4 pieces)**

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l Brand Type	l Unbranded
Brand Type	Olibranaca

## **Technical Specifications**

Buyer Specification Document	Download
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#### **Consignees/Reporting Officer and Quantity**

S.No	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	4	180

# **Buyer Added Bid Specific Terms and Conditions**

#### 1. Generic

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

## 2. Scope of Supply

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

## 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- (I) <u>Terms of delivery:</u> Bidder must quote all-inclusive F.O.R. Destination price (including cost of loading/unloading).
- (II) No price should be uploaded in the Technical Bid submitted by the bidders. In case any price is found mentioned / uploaded in the technical bid, the offer will be rejected straightway.
- (III) <u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u> Banning Policy dated 6th January, 2017 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

(IV) <u>Tax Collectible at Source (TCS)</u>: Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

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. &
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh &
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time. However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (IH) of Income tax Act, 1961.
- **(V)** 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.
- **(VI) <u>DELIVERY TIMING:</u>** Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below-
- a) Monday to Friday:
  - (i) Slot-1: 08.00 AM to 10.00 AM
  - (ii) Slot-2:12.30 PM to 02.00 PM
- b) Saturday: 08.00 AM to 10.00 AM

Note: No delivery shall be made on Sunday / National Holidays.

(VII) 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 ENTERPRISE.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following document for availing the benefit 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.

(VIII) 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 concessional rate of GST @12% against Essentiality Certificate for invoice having material value Rs. 1 Lakh and above will be applicable as per Notification No. 3/2017- Integrated/ Central Tax (Rate) dated 28th June, 2017 and 08/2022-Integrated Tax (Rate) dated 13th July, 2022.

In the event of order, OIL will issue Essentiality Certificate (EC), where concessional rate of GST @12% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account.

## **Disclaimer**

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

#### This Bid is also governed by the General Terms and Conditions

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

#### ---Thank You---