



Bid Number: GEM/2022/B/2766076

Dated: 22-11-2022

Bid Document

PULP AND TO			
Bid Details			
Bid End Date/Time 14-12-2022 10:00:00			
Bid Opening Date/Time	14-12-2022 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	1		
Item Category	PIPE AND CABLE LOCATOR / ROUTE TRACER (Q3)		
MSE Exemption for Years of Experience and Turnover	No		
Startup Exemption for Years of Experience and Turnover	No		
Bid to RA enabled	No		
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 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)		
Evaluation Method	Total value wise evaluation		
ł	7		

EMD Detail

	Required	No
--	----------	----

ePBG Detail

	<u>'</u>	
Doguirod	No	
Required	No	
·	II II	

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
	l I

MSE Purchase Preference

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.
- 2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

PIPE AND CABLE LOCATOR / ROUTE TRACER (1 pieces)

Brand Type	Registered Brand
------------	------------------

Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)	
APPLICATION /	Туре	Precision Pipe and Cable locator / Route tracer	
FREQUENCY / PERFORMANCE	Number of predefined Low frequencies available	15.0 - 15.0 Or higher	
	Number of predefined Medium frequencies available	8.0 - 15.0 Or higher	
	Number of predefined High frequencies available	13.0 - 15.0 Or higher	
	Simultaneous Dual frequency available	Yes	
RECEIVER	Gain control	Both Auto & Manua Or higher	
	Depth Measurement (in Transmitter Mode)	Upto 10 meter Or higher	
	Depth Measurement Accuracy (in Transmitter Mode)	± 5% or better Or higher	

Specification	pecification Specification Name Bid Requirement (Allowed Values)		
	Display Size (Receiver)	3.7 - 10.0 Or higher	
	GNSS (GPS)	No GPS, External GPS, In-built GPS Or higher	
	Datalogging capability (Receiver)	NA, Auto, Manual, Both Auto & Manual Or higher	
	Built-in Data logging memory (Receiver)	0, 2, 4 Or higher	
	Capacity of the SD Card supplied (inclusive in the supply)	0.0	
POWER SOURCE / BATTERY FOR RECIVER	Power Source to the Receiver	Rechargeable Battery, Alkaline (non-rechargeable) Battery	
TRASMITTER	Transmitter wattage (Minimum)	10 Or higher	
	Display on Transmitter	Yes	
	Display Size (Transmitter)	2.5 - 6.0 Or higher	
	Information provided in the Transmitter Display	Output frequency, Battery Condition, Connected mode, Output Power level, Output Voltage, Output Current, NA	
	Datalogging capability (Transmitter)	NA, Auto, Manual, Both Auto & Manua Or higher	
	Built-in Data logging memory (Transmitter)	0, 2, 4 Or higher	
POWER SOURCE / BATTERY FOR TRANSMITTER	Power Source to the Trasmiiter	Rechargeable Battery	
GENERIC	GPS (GNSS) Data Capability features	NA	
	Software features	NA	
ACCESSORIES INCLUSIVE IN THE SCOPE OF SUPPLY	"Accessories inclusive in the scope of supply (Select Only Appicable Accessories)"		
WARRANTY	WARRANTY (FOR BOTH TRANSMITTER AND RECEIVER)	3.0	

Consignees/Reporting Officer and Quantity

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

Buyer Added Bid Specific Terms and Conditions

1. Generic

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

2. 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) The item shall be procured from OEM or their authorized dealers only. Bidders other than OEM shall have to submit valid authorization certificate or dealership certificate.
- (11) The supplier shall also have to arrange necessary training and demonstration to OIL Personnel after supply of the instruments. The cost for the same to be included in the item cost.
- (III) <u>Terms of delivery:</u> Bidder must quote all-inclusive F.O.R. Destination price (including cost of loading/unloading).
- (IV) 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.
- (V) <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.

(VI) <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.
- **(VII)** 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.

(VIII) <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.

(IX) 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.

(X) 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.

(XI) FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

- (i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- (ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- (iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Notes:

- (a) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).
- (b) Seller means a MSE vendor, who has been awarded Purchase Order/Contract by OIL (Buyer).

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.

7 / 8

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---