

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-11-2023 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-11-2023 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
Total Quantity/कुल मात्रा	300
Item Category/मद केटेगरी	TEMPERATURE INDICATOR LABEL, SELF ADHESIVE FOR OIL (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण

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/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

TEMPERATURE INDICATOR LABEL, SELF ADHESIVE FOR OIL (300 pieces)**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ratandeep Gogoi	786602,Oil India Limited, Duliajan, Assam	300	60

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	SCOPE OF WORK View	SCOPE OF WORK	TEMPERATURE INDICATOR LABEL, SELF ADHESIVE FOR OIL(300)

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

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

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

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

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 %.

4. Certificates

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

5. **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.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1.0 Bidders need to duly fill & sign all the proformas and matrices attached in " Buyer Added Bid Specific ATC Document" Clause of the ATC Terms & Conditions of this tender document and submit the same along with their offer.

2.0 Note regarding submission of PBG in the form of Bank Guarantee (BG): PBG shall be **APPLICABLE** only for orders valuing INR 5.00 Lakh & above.

In case a supplier wishes to transfer PBG amount online directly, then OIL's bank details (where online transfer of PBG amount is to be done) are as below-

OIL's Bank account Details:-

(i) Name: Oil India Limited

(ii) Bank: State Bank of India

(iii) Branch: Duliajan

(iv) Account Number: 10494832599

(v) Account Type: Current

(vi) IFSC Code: SBIN0002053

Upon transferring PBG amount online to OIL, vendor shall provide the transaction details to the dealing officer (email ID: aayush_somani@oilindia.in) so that receipt of the same can be verified in OIL's bank account.

In case PBG is desired to be submitted in original hard copy in the form of 'Bank Guarantee', then the same needs to be submitted as per the format available in GeM portal and shall indicate the GeM Order No. and item description. Supplier is to note that 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.

[Purchase Order Number (in case of PBG) should reflect in the SFMS text under MT 760/MT 760 COV]

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under:

Bank Details of Beneficiary:-

A) Bank Name: ICICI BANK LTD.

B) Branch Name: DULIAJAN

C) Branch Address: KUNJA BHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602

D) IFSC Code: ICIC0000213

E) Unique Identifier Code (Field 7037): OIL503988890

F) Company Name: Oil India Limited

G) Swift Code: ICICINBBXXX

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.

PLEASE NOTE THAT PBG VALIDITY PERIOD SHALL BE COUNTED FROM THE DELIVERY CUM INSTALLATION CUT-OFF DATE IN THE EVENT OF GEM ORDER PLACEMENT. (GEM SYSTEM WRONGLY CALCULATES THE PBG VALIDITY PERIOD FROM THE GEM ORDER DATE).

3.0 Bidders are to take a careful note of all the tender terms and conditions and attachments enclosed in the tender document while bidding. It will be the bidder's responsibility to carefully go through the contents of the tender and bid accordingly. Further, it is the bidder's responsibility to upload relevant documents in the concerned appropriate tabs / fields of the GeM portal while participating in the bid. OIL shall not be responsible for any mistake / misinterpretation done by the bidders in this regard and OIL shall evaluate the bids accordingly. No request from the bidder will be entertained on account of any lapse on bidder's end in this regard.

4.0 Bidders should note that since this is two packet bid, hence prices should not be disclosed in the technical bid otherwise the offer shall be rejected straight-away and no representation for rejection on this ground shall be entertained by OIL.

5.0 Bidder to note that in the event of award of order, following timing is also to be noted while delivering the items at OIL's premises as per the delivery schedule mentioned in the tender:

The supplier will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the materials as per the timings given below :

a) Monday to Friday: Morning : 08.00 AM to 10.00 AM

Afternoon: 12.30 PM to 02.00 PM

b) Saturday: Morning : 08.00 AM to 10.00 AM

Sundays & National Holidays are closed.

6.0 Bidders are required to note that the price quoted by them in the GeM portal is inclusive of all taxes and duties. Since, OIL is eligible for getting concessional GST benefit in line with Notification No. 08/2022 - Integrated Tax (Rates) dated 13.07.2022 issued by the Ministry of Finance, Government of India only for order valuing INR 1.00 Lakh and above (excluding taxes), hence, if it is found that the quoted value is less than INR 1.00 Lakh (excluding taxes), then it would be construed that the bidder has taken actual GST into account in such scenario (since concessional GST is not applicable for such an order valuing less than INR 1.00 Lakh) and OIL will proceed accordingly with placement of order. Any financial implication due to misinterpretation of this clause by the bidder will not be borne by OIL.

7.0 The item covered by this tender shall be used in PEL / ML areas and hence concessional GST @12% shall be applicable as per Notification No. 08/2022 - Integrated Tax (Rates) dated 13.07.2022 issued by the Government of India. However, this concessional GST shall be applicable only for orders where the total value (excluding tax) is INR 1.00 Lakh and above.

In case, order value (excluding tax) is below INR 1.00 Lakh, then concessional GST shall not be applicable and hence shall attract actual GST. Bidders are requested to take a note of the same while bidding.

8.0 Delivery will be at Duliajan and the item should come with proper packing to avoid any transit damage and moisture ingress.

9.0 Bidder's quoted price shall be on F.O.R. Duliajan Basis that shall be inclusive of all taxes and duties, freight, transit insurance charges and any other charges as envisaged by the bidder.

10.0 The item to be procured should be brand new & free from all defects.

11.0 The offered item should conform to every point in the technical specification as outlined in the enquiry. Any offer either not mentioning or deviating from any of the technical specifications outlined in the enquiry for that item will be rejected.

12.0 Vendor may collect sample from the requisitioner / Drilling TS Office of Oil India Limited (OIL), Duliajan prior to bidding.

13.0 After placement of Purchase Order, the successful vendor needs to submit one number sample of the temperature indicator for OIL's approval prior to bulk supply. The name of the supplier / manufacturer should be there on the sample. The sample needs to be submitted to OIL, preferably by the supplier's representative to OIL's concerned technical team instead of couriering the same.

14.0 The items that will be supplied post in bulk after getting approval of sample from OIL shall be the same as the approved sample, otherwise the bulk supply shall be rejected and the supplier will have to replace them free of cost. The bidder needs to confirm the same in their bid.

15.0 The supplier will immediately replace the faulty / defective pieces free of cost (if any found during usage upon deploying the items from the bulk lot supply) upon receipt of notice from OIL. Bidders are to give an undertaking in this regard in their bid.

7. Warranty

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

8. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

9. Purchase Preference (Centre)

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

10. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

11. Scope of Supply

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

12. Generic

The buyer organization is an institution eligible for concessional rates of GST as notified by the

Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
Applicable Concessional rate of GST :

12

%

Notification No.and date :

08/200-INTEGRATED TAX (RATES)

dated

13/07/2022

13. Generic

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

14. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

15. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

16. 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

AT LEAST 30 DAYS PRIOR TO THE SCHEDULED DESPATCH OF MATERIALS
days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

17. 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.

18. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---