Bid Number: GEM/2021/B/998822 Dated: 28-01-2021



Bid Document

| | Bid Document | | |
|---|---|--|--|
| | Bid Details | | |
| Bid End Date/Time | 24-02-2021 11:00:00 | | |
| Bid Opening Date/Time | 24-02-2021 11:30:00 | | |
| Bid Life Cycle (From Publish Date) | 90 (Days) | | |
| Bid Offer Validity (From End Date) | 60 (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 | 150000 | | |
| Item Category | External Upset End (EUE) Tubing | | |
| Bidder Turnover (Last 3 Years) | 779 Lakh (s) | | |
| MSE Exemption for Years of Experience and Turnover | No | | |
| Startup Exemption for Years of Experience and Turnover | No | | |
| Document required from seller | Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate *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 | | |
| Time allowed for Technical Clarifications during technical evaluation | 7 Days | | |
| Inspection Required | 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 | 1611808998.pdf | | |
| Estimated Bid Value | 155878500 | | |
| Evaluation Method | Total value wise evaluation | | |

EMD Detail

| Required | No |
|----------|----|
|----------|----|

ePBG Detail

| l Advisory Bank | I HDFC Bank |
|-----------------|--------------|
| rarisery same | 1101 0 20111 |

| 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:

GENERAL MANAGER-MATERIALS

Foreign Purchase Section, Materials Department, Oll.

Foreign Purchase Section, Materials Department, OIL INDIA Limited Duliajan-786602 (Binita Deka Borah)

Splitting

Bid splitting not applied.

MSE Purchase Preference

| MCE D. J. D. C. | | |
|-------------------------|-----|--|
| 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 QUANTITY.

External Upset End (EUE) Tubing (150000 meter)

Technical Specifications

* As per GeM Category Specification

| Specification | Specification Name | Bid Requirement (Allowed Values) | |
|----------------|------------------------------------|--|--|
| Generic | Grade | N80 | |
| | Grade Type | Q | |
| | Minimum Hardness (HRC) | As per API-5CT | |
| | Product Specification Level | PSL-1 | |
| | Normal Linear Mass (ppf) | 6.5 | |
| | Coupling OD (outside diameter) | Regular | |
| Constructional | Nominal Size(inch) | 2-7/8 | |
| | Range | Range-2 | |
| | End Type | External Upset End (EUE) | |
| | End Connection | As per API-5B external-upset-end (EUE)tubingconnection | |
| | Thread Finish | As per clause 4.7 of API 5B Specifications (latest edition). | |

| Others | Marking | As per API Specification 5CT (Latest edition), As per Buyer's Requirment | |
|---------------|--|--|--|
| | Colour | As per API Specification-5CT (Latest edition), As per Buyer's Requirement | |
| | Marking Colour | As per API Specification 5CT (Latest edition), As per Buyer's Requirement | |
| Test Report / | Inspection & Testing | As per Buyer's Requirement | |
| Certification | Inclusion Test | To be carried out for each heat and as per ASTM E45, Method A (Worst field severity level). Worst field severity levels are to be strictly maintained as per the limits specified by buyer. | |
| | Mills inspection and test certificates shall be provided at the time of shipment / despatch along with the inspection certificate from independent third party agency nominated by Buyer | Yes | |

Consignees/Reporting Officer and Quantity

| | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|---|--------------------------------|--|----------|---------------|
| 1 | Krishna Mohan Kumar | 786602,Oil India Limited, Duliajan, Assam | 150000 | 90 |

Bid Specific Additional Terms and Conditions

- 1.Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 2.**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.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.
- 4.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. 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.
- 6.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.
- 7.For fulfilling the experience criteria any one of the following documents may be considered as valid proof for

meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.
- 8.NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.
- 9.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.
- 10. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.09.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- (i) In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- (ii) Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- (iii) The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- 11. 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: 3/2017 dated 28/06/2017

- 12. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- 13. 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.
- 14. 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 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

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---