Bid Number: GEM/2021/B/1154983 Dated: 03-04-2021



Bid Document

Bid Document				
Bid Details				
Bid End Date/Time	28-04-2021 12:00:00			
Bid Opening Date/Time	28-04-2021 12:30:00			
Bid Life Cycle (From Publish Date)	90 (Days)			
Bid Offer Validity (From End Date)	65 (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	25			
Item Category	Valve Gate 1.13/16" x10000 PSI Flgd. R. J.			
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),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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			
Time allowed for Technical Clarifications during technical evaluation	5 Days			
Evaluation Method	Total value wise evaluation			

EMD Detail

B : 1	5.1
Required	No
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ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

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

Beneficiary: GM-Materials (HoD) Oil India Limited, Duliajan (Binita Deka Borah)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
MSE Fulchase Freierence	les

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.

Valve Gate 1.13/16" X10000 PSI Flgd. R. J. (25 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document Download	
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Consignees/Reporting Officer and Quantity

	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	25	60

Buyer Added Bid Specific Additional Terms and Conditions

1. 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: 05%

Notification No.and date: 03/2017 dated 28/06/2017

- 2. Scope of supply (Bid price to include all cost components): Only supply of Goods
- 3. Buyer Added Bid Specific Additional Terms and Conditions

Experience Criteria

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids

shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.
1. The Items shall be manufactured & tested as per relevant API norms as specified in the Tender (IF APPLICABLE). Bidder must confirm.
2. Experience Criteria:
A. Manufacturer's experience: In case the bidder is the manufacturer
If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidences as per below along with the technical bid:
i.They must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant API certification as on the original bid closing date of the tender. Copies of relevant API certificates (having API authorization(s) for the item(s) mentioned in the tender) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid. Bids without copies of valid relevant API certificates or with break(s) in between will be rejected.
Note: The above clause will be applicable only for those item(s) manufactured under API certifications, as specified in the tender.
ii.The bidder should have manufactured and supplied minimum 50% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher capacity and same or higher sizes, to any E&P companies/Drilling Contractors/Drilling service providers during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house). Documentary evidence in respect of manufacturing and supplying the above-mentioned items should be submitted with the technical bid, in the form of copies of relevant Purchase Orders (PO date should be within the last 05 years) along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:
I. Satisfactory Inspection Report (OR)

II. Satisfactory supply completion/installation report (OR)
III. Bill of Lading, Invoice etc. (OR)
IV. Consignee receipt delivery challan (OR)
V. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat. (OR)
VI. Commercial Invoice/ Payment Invoice
B. In case the bidder is not a manufacturer:
If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:
I. Authorization certificate from the manufacturer (in original on manufacturer's letter head) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.
II. Undertaking from the manufacturer (in original on manufacturer's letter head) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.
III. Warranty backup from the manufacturer in original on manufacturer's letter head against the quality of the tendered item(s) as specified in the tender.

manufacturing under relevant API certification (if applicable) as specified under Para 2.A.(i) from the concerned manufacturer.
V. Documentary evidence in respect of manufacturer's supply experience as specified under Para 2.A.(ii) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).
VI. Documentary evidence in respect of bidder's own supply experience of supplying minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher capacity and same or higher sizes, during last 5 (five) years as on original bid closing date of the tender as specified in the para 2.A.(ii).
3. If the bidder is a manufacturer and has supplied the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the bidder need not satisfy Clause 2.A. ii. In this situation the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL in their technical bid.
4. If the bidder is sole selling agent/ distributor/ dealer/ supply house of any manufacturer and has submitted bid of the manufacturer who has supplied the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the manufacturer need not satisfy Clause 2.A. ii. In this situation the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by that manufacturer in their technical bid. However, such bidder must meet Clause No. 2. (B). (VI) above.
5. The bidder should categorically confirm in the technical bid that the tendered items will be supplied within the delivery period, if mentioned in the tender, without which the bid will be rejected.
6. Bidder shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:
i) Liquidated Damages

ii)	Guarantee of material	
iii)	Arbitration / Resolution of Dispute	
iv)	Force Majeure	
v)	Applicable Laws	

Financial Evaluation Criteria

1.0 The bidder shall have an annual financial turnover of minimum INR 5,90,962.50 during any of the preceding 03 (Three) financial/ accounting years reckoned from the original bid closing date.

- 2.0 "Net Worth" of the bidder should be positive for the financial/ accounting year just preceding to the original Bid Closing Date of the tender.
- 3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/ accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/ accounting year are not available with the bidder, then the financial turnover of the previous three financial/ accounting years excluding the preceding financial/ accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking certifying that 'the balance sheet/ Financial Statements for the financial year 2020-21 has actually not been audited as on Bid Closing Date'.

Note:

- a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the technical bid: -
- i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE.

OR

- ii) Audited Balance Sheet along with Profit & Loss account.
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder is to provide documentary evidence for the same.

Any deviation(s) from above specifications/ clauses should be clearly highlighted mentioning justification in support of deviation.

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---