



Bid Number: GEM/2021/B/1479914

Dated: 31-08-2021

**Bid Document**

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	22-09-2021 11:00:00
<b>Bid Opening Date/Time</b>	22-09-2021 11:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name</b>	Oil India Limited
<b>Organisation Name</b>	Oil India Limited
<b>Office Name</b>	Oil India Limited
<b>Total Quantity</b>	1
<b>Item Category</b>	BOQ
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	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
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Estimated Bid Value</b>	280572
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

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

**ePBG Detail**

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

## Splitting

Bid splitting not applied.

1. 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.

## BOQ ( 1 pieces )

Brand Type	Unbranded
------------	-----------

## Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

## Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	1	56

## Buyer Added Bid Specific Additional Terms and Conditions

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% 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.
2. 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 17.11.2020 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.
3. 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
4. Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 30 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."
5. Scope of supply (Bid price to include all cost components) : Only supply of Goods

## 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---**

**ANNEXURE - A**

**AA: ITEM SPECIFICATION –**

Item No.	Short Text	Quantity	Unit of Measure
10	TEE, PUMPING  Pumping Tee, made from forged steel. 3000 PSI WP. Bottom Connection 3.1/8", 5000 psi flange type with ring joint gasket Rx 35. Top Connection 3.1/8 " flange connection with ring joint gasket Rx 31, 3000 psi  Side Connections 2" LP & 1" NPT	6	NO
20	STUFFING BOX  Double Packing Stuffing Box as per API Specification 11B latest edition. Packing should be of high temperature nitrile rubber capable of withstanding max temperature of 250° F. Primary packing 3 pieces top, 1 piece bottom and blow out control system packing 2 pieces top, 1 piece bottom. Bottom connection should be flange type 3 1/8 ", 3000 psi with ring joint gasket RX 31	6	NO

**AB: SPECIAL NOTES TO BIDDERS:**

1. The flanges for quoted items 10 (99092241 TEE, PUMPING) and 20 (99092238 STUFFING BOX) should conform to API 6A. The bidder should submit valid API 6A certificate from OEM of flange.

**AC: GENERAL NOTES TO BIDDERS:**

1.0 The Bidder should indicate the dimensions and weight of the offered items, the name of the manufacturer, the country of origin, Local content and place of dispatch of the materials.

2.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

3.0 HSN Code: 84314990

**4.0 All the tendered items shall be procured from same source against this tender and hence, bidder must quote for all items in full quantity strictly complying with the technical specifications as per tender.**

5.0 Bidder must be in a position of despatching the entire tendered quantity within a period of 8 weeks from the date of PO (FOR Despatching Station). Bids without delivery schedule of 8 weeks or with higher delivery schedule than above shall be rejected.

6.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% (for indigenous bidder) will be applicable as per Govt. Policy in vogue.

**7.0 Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 1 month prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.**

8.0 Bidder to categorically confirm under which policy i.e. PP-LC or MSME or DPIIT-MII, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. No benefit will be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

9.0 OIL's Reference No. PR = 1627041.

10.0 The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment/ dispatch or 12 months from the date of receipt of the items, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.

11.0 Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.

12.0 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 (1H) 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. and
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and
- 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 (1H) of Income tax Act, 1961.

\*\*\*\*\*

#### **ANNEXURE - B**

#### **BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC) -**

Not Applicable.

#### **ANNEXURE-C**

#### **TECHNICAL & COMMERCIAL CHECK LISTS**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE

SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

**A) TECHNICAL CHECKLIST:**

Not Applicable.

**B. COMMERCIAL CHECKLIST:**

<u>S1#</u>	REQUIREMENT	COMPLIANCE
1.0	Whether quoted as manufacturer?	Yes / No
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	Yes / No
2.1	If quoted as OEM Dealer / Supply House. (a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	Yes / No
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
3.0	Name of Manufacturer.	
4.0	Place of Despatch.	
5.0	Local content amount and percentage. Details of locations at which the local value addition is made.	
6.0	Whether you are quoting under PP-LC or MSME policy.	
7.0	Name, Address, Phone No & E-mail id of Bidder.	

\*\*\*\*\*