

Bid Document

Bid Details	
Bid End Date/Time	16-03-2022 10:00:00
Bid Opening Date/Time	16-03-2022 10:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (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	108
Item Category	Buy Back - Stationary Value Regulated lead acid batteries (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	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 (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value	972000
Evaluation Method	Total value wise evaluation

EMD Detail

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

ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00

Duration of ePBG required (Months).	40
-------------------------------------	----

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

Beneficiary:

Manager Materials (IP)

Oil India Limited, Duliajan, Ministry of Petroleum and Natural Gas, Bank Details of Beneficiary : OIL INDIA LIMITED, Bank Name : HDFC BANK LIMITED, Branch Name : Duliajan, Bank Account No. : 21182320000016, Type of Account : Current Account, IFSC Code : HDFC0002118, MICR Code : 786240302, SWIFT Code : HDFCINBBCAL (Manish Kumar Chowdhury)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
-------------------------	----

Details of the Competent Authority for MII

Name of Competent Authority	RUPAK KALITA
Designation of Competent Authority	GM-MATERIALS
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	27-05-2021
Brief Description of the Approval Granted by Competent Authority	This is to certify that Oil India Limited is a Central Public Sector Enterprises under the Ministry of Petroleum and Natural Gas (MoPNG) and are engaged in oil & gas exploration and production activities. Oil India Limited has adopted Purchase Preference policy linked with Local Content issued by MOPNG vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and the original policy was approved by the Cabinet. This policy is applicable for tender value more than ₹ 1 Crore to treat the local supplier as Class I, Class II and Non Local Supplier and to extend the benefit of purchase preference accordingly as per policy. Since, the estimated value of the subject tender is less than ₹ 1 Crore, no Purchase Preference Policy shall be applicable against this tender.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

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 QUANTITY.

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.

Buy Back - Stationary Value Regulated Lead Acid Batteries (108 pieces)

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

Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Description of New Battery to be supplied by Seller	BIS Marked	No
	Battery Voltage	12 Volt
	Battery Capacity (in Ah) at 10 H Rate	150 Ah
	Material of Container	Polypropylene Co-polymenr (PPCP)
CONSTRUCTIONAL	Number of cells per battery	6 Cells for 12 Volt Battery
	Method of connections between cells	Bolted
	Warranty (in Years)	3

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	DIPANKAR PATHAK	786602,Oil India Limited, Duliajan, Assam	108	60

Buyer Added Bid Specific Terms and Conditions

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.

2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S · n o	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyba ck item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C- D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97
Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G							

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.

4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.

5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.

6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.

7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.

8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.

9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.

10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.

11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.

12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.

13. Item Details Consignee wise will be indicated in the corrigendum like -

1. Consignee wise
2. Item Description
3. Serial Number
4. Model
5. Brand
6. Year of manufacturing
7. Purchased on
8. Age
9. Size, Rating, Designation
10. Quantity
11. Min price (Optional)

- 12. Unit
- 13. Working Guidelines (/Functional/Non-Functional)
- 14. Remarks

14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.

15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

3. **Warranty**

Warranty period of the supplied products shall be 3 years 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.

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. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

(I) In accordance with Sub Clause No. 13 of Clause No. 2 entitled, "**Buyback for Non PFMS / Non GPA**" of "**Buyer Added Bid Specific Terms and Conditions**", the details of the old batteries (proposed to be replaced under buyback) are as under:

1. Item Description: 12 V, 150 AH SMF Battery
2. Model: AMARON QUANTA (12AL150)
3. Brand: AMARON
4. Year of manufacturing: 2016
5. Purchased on: 07.11.2016
6. Age: 6 Yrs
7. Size, Rating, Designation: 150 AH, 12 V
8. Quantity: 108 Nos
9. Unit: 108 Nos

10. Working Guidelines (/Functional/Non-Functional): Functional

(II) 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.

(III) Delivery, installation & commissioning must be completed within 60 days of award of purchase order.

(IV) Terms of delivery: Bidder must quote all-inclusive F.O.R. Destination price (including cost of loading/unloading).

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---