



Bid Number: GEM/2022/B/2046614

Dated: 23-03-2022

Bid Document

| | Bid Details |
|---|--|
| Bid End Date/Time | 13-04-2022 11:00:00 |
| Bid Opening Date/Time | 13-04-2022 11:30:00 |
| 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 | 1 |
| Item Category | WIRELESS PA CONFERENCE SYSTEM (Q3) |
| MSE Exemption for Years of Experience and Turnover | No |
| Startup Exemption for Years of Experience and Turnover | No |
| Document required from seller | Experience Criteria, 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 |
| Comprehensive Maintenance Charges Required | Yes |
| Time allowed for Technical Clarifications during technical evaluation | 7 Days |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| Evaluation Method | Total value wise evaluation |
| | |

EMD Detail

| | | 1 |
|----------|-------|---|
| | | 1 |
| Doguirod | II No | 1 |
| Required | NO | 1 |
| • | | 1 |

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:

MANAGER MATERIALS (IP)

Oil India Limited, OIL INDIA Limited, OIL INDIA Limited, Ministry of Petroleum and Natural Gas, 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 (Bandana Borah)

(Bandana Borah)

Splitting

Bid splitting not applied.

MII Purchase Preference

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

Details of the Competent Authority for MII

| Name of Competent Authority | APARAJITA GOGOI |
|---|--|
| Designation of Competent Authority | GM - MAT (IP) |
| Office / Department / Division of Competent Authority | |
| CA Approval Number | |
| Competent Authority Approval Date | 15-02-2022 |
| 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 Rs. 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 Rs. 1 Crore, no Purchase Preference Policy shall be applicable against this tender. |

 ${\bf Competent} \ {\bf Authority} \ {\bf Approval} \ {\bf for} \ {\bf not} \ {\bf opting} \ {\bf Make} \ {\bf In} \ {\bf India} \ {\bf Preference}: \\ \underline{{\bf View} \ {\bf Document}}$

MSE Purchase Preference

| MSF Purchase Preference | Voc |
|-------------------------|-----|
| 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.

WIRELESS PA CONFERENCE SYSTEM (1 pieces)

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

Technical Specifications

| Buyer Specification Document | Download |
|------------------------------|----------|
| Bayer Specification Bocament | Download |

| Comprehensive Maintenance | |
|--|--------|
| Warranty of required product | 1 Year |
| Comprehensive Maintenance Duration (Post Warranty) | 3 Year |

^{*}Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

Consignees/Reporting Officer and Quantity

| | S.No. | Consignee/Reporti ng Officer | Address | Quantity | Delivery Days |
|---|-------|---------------------------------|--|----------|---------------|
| 1 | | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 1 | 75 |

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. 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.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.0 BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

A) TECHNICAL:

The bidder shall have the experience of successful execution of at least one similar order for value not less than ₹ 36.65 Lakhs in preceding 05 years as on the original Bid Closing Date of the Tender.

Similar order shall mean supply and Installation & Commissioning of Audio-Visual system to any PSU/Government organization/Public Limited Company In India.

Note: Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as:

- (i) Satisfactory Inspection Report (OR)
- (ii) Satisfactory Supply Completion / Installation Report (OR)
- (iii) Consignee Receipted Delivery Challans (OR)
- (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/VAT/GST (OR)
- (v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

Note:

- a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.
- b) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.

B) FINANCIAL

- a) Annual Financial Turnover of the bidder during any of preceding 03 (three) financial / accounting years from the original bid closing date should be at least **Rs. 36.65 LAKHS**.
- b) Net Worth of the firm should be Positive for preceding financial /

Accounting year. (**FY=2021-2022**)

Note-For (a) & (b): 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......................... (As the case may be) has actually not been audited so far'.

Notes:

- a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the 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-J.

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 to provide documentary evidence for the same.

FORMAT OF ANNEXURE J

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR <u>LETTER HEAD</u>

TO WHOM IT MAY CONCERN

| YEA R | TURN OVER In INR (Rs.) Crores | NET WORTH In INR (Rs.) Crores |
|----------|-------------------------------|----------------------------------|
| | in interest of the second | iii iiii (iii.) crores |
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| | .ME OF THE OIL'S INDEPENDEI Sutanu Behuria, IAS (Retd.) | NI EXIEKNAL MON | IIIOK AT PRESEN | I AKE AS UNDER- | |
| | sutanu2911@gmail.com | | | | |
| | OM Prakash Singh, IPS (Retd.) |) | | | |
| Former | DGP Uttar Pradesh | | | | |

4. Generic

E-mail: ops2020@rediffmail.com

3. Shri Rudhra Gangadharan, IAS (Retd.) Ex-Secretary, Ministry of Agriculture E-mail. rudhra.gangadharan@gmail.com

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

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

Additional Clause For Comprehensive Maintenance Charges

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

 $C+C^*{(A1/100)/(1.10^n)+(A2/100)/(1.10^n+1)+(A3/100)/(1.10^n+2)+(A4/100)/(1.10^n+3)+(A5/100)/(1.10^n+4)}$ and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of

CMC Charges.

- 10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 5% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.
- 11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.
- 12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.
- 13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

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---