

Bid Document

| Bid Details | |
|--|--|
| Bid End Date/Time | 13-07-2022 14:00:00 |
| Bid Opening Date/Time | 13-07-2022 14:30:00 |
| 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 | 2 |
| Item Category | 200kW Resistive Load Bank (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,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 |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | Yes |
| Inspection to be carried out by Buyers own empanelled agency | Yes |
| Type Of Inspection | Stage-wise Inspection |
| Name of the Empanelled Inspection Agency/ Authority | Board of Officers |
| Payment Timelines | Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| Evaluation Method | Total value wise evaluation |

EMD Detail

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| Required | No |
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ePBG Detail

| | |
|-------------------------------------|-----------|
| Advisory Bank | HDFC Bank |
| ePBG Percentage(%) | 3.00 |
| Duration of ePBG required (Months). | 31 |

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

Beneficiary:

OIL INDIA LIMITED

OIL INDIA LIMITED, MATERIALS DEPARTMENT, DULIAJAN, ASSAM - 786602

(Amrit Loushon Bora, Sr. Manager)

Splitting

Bid splitting not applied.

MII Purchase Preference

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| MII Purchase Preference | No |
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Details of the Competent Authority for MII

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|--|--|
| Name of Competent Authority | MOPNG |
| Designation of Competent Authority | MOPNG |
| Office / Department / Division of Competent Authority | |
| CA Approval Number | |
| Competent Authority Approval Date | 19-06-2022 |
| Brief Description of the Approval Granted by Competent Authority | 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. |

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.

3. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the

approved stores with a recognised Government or purchaser's mark.

200kW Resistive Load Bank (2 pieces)

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

Technical Specifications

| | |
|------------------------------|--------------------------|
| Buyer Specification Document | Download |
|------------------------------|--------------------------|

Installation Commissioning and Testing (ICT) details for the above item:

| | |
|---|---------|
| % of Product Cost Payable on Product Delivery | 80% |
| Min Cost Allocation for ICT as a % of product cost | 10% |
| Number of days allowed for ICT after site readiness communication to seller | 60 Days |

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 1 | Krishna Mohan Kumar | 786602,Oil India Limited, Duliajan, Assam | 2 | 90 |

Buyer Added Bid Specific Terms and Conditions

1. 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.

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address OIL INDIA LIMITED (ELECTRICAL DEPARTMENT) (IN AND AROUND DULIAJAN) DULIAJAN, DIST. DIBRUGARH ASSAM, INDIA PIN 786602.

3. Generic

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.

4. **Generic**

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. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

6. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

7. **Generic**

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

8. **Generic**

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.

9. **Generic**

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.

10. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

11. **Generic**

Whereever 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 45 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

12. **Scope of Supply**

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

13. **Purchase Preference (Centre)**

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.

14. **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.

15. **Warranty**

Warranty period of the supplied products shall be 2 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.

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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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

Technical Specifications & Scope of work

for

procurement of 200kW Resistive Load Bank

1.0 Scope:

Design, supply, installation, testing and commissioning of 200kW Resistive Load bank for continuous duty application along with its adequate Cooling Facility, Breaker Panel & Remote Operating Control Panel.

2.0 Site Data:

2.1 Climatic:

- i) Max. Ambient Site Temperature: 45 deg Centigrade
- ii) Relative Humidity: up to 95%
- iii) Elevation: 120 mtrs for sea level

2.2 Electrical:

- i) Supply Voltage: 3phase, 3 wire 415V +/- 5% **(neutral will not be available for both heating elements and control circuit)**
- ii) Frequency: 50Hz

3.0 Technical Requirement

| Sl No. | Parameter | Design Requirement |
|--------|---|---|
| 1 | Total Capacity of the Load Bank | 200 kW |
| 2 | Overloading Requirement | 10% (for 10 minutes) |
| 3 | Max Resolution / Min No of Steps | Max 25kW / Min 8 |
| 4 | Heating Element Type | Resistive |
| 5 | Heating Element | Punched Stainless steel, Rod formed, AISI - 304 |
| 6 | Duty | Continuous |
| 7 | Cooling | Forced Air by integral axial fans |
| 8 | Airflow | Vertical |
| 9 | Max allowable temperature rise over the ambient temperature | 350 deg Centigrade |
| 9 | Operation | Both locally and through remote push button control panel |
| 10 | IP protection | IP 21 for the resistor cubicle IP 55 for the control panel |

ANNEXURE-A

4.0 Construction:

4.1 Enclosure

- i) The load bank shall be complete self-contained, air-cooled and shall have be remote operable through a remote-control panel.
- ii) The heating element of the load bank shall be housed firmly in a min 2mm thick CRCA Sheet enclosure.
- iii) The enclosure shall be min IP 21.
- iv) The entire metal work must be treated with seven tank (minimum) treatment as per IS and then powder coated in DA Grey colour. Coating (dry film) thickness shall be 50 micron minimum as per IS: 13871-2006. Finish shall be glossy.
- v) The main input load bus, load step relays, fuses and blower/control relays shall be located within the load bank enclosure.
- vi) Main power terminations, control equipment, switch gear and load element connections shall be separated into individual compartments.
- vii) The enclosure shall have an adequate ventilation arrangement. Cooling fans are to be incorporated in the enclosure and it shall be operated with separate supply of 3-Phase 415 V AC 50Hz. The capacity of ventilation fan shall be so sufficient to expel the hot air without any local circulation.
- viii) The cooling arrange shall be such that the temperature rise over the ambient temperature is limited to 350 degree Centigrade.
- ix) Two nos. of earthing studs to be provided for connection to earthing grid.
- x) Suitable cable termination box shall be provided.
- xi) Lifting hooks are to be provided as necessary.

4.2 Cooling System:

- i) Blower motor supply voltage should be 415 V, 3phase, 50 Hz.
- ii) Approximately 7,000 CFM cooling to be provided by integral TEFC motor, which is direct coupled to the cooling fan blade.
- iii) The fan motor shall be fully protected with fuses, motor starter contractor, and overload relay.

4.3 Control Panel

- i) Remote control shall be provided for remote operation.
- ii) Controls Include: Power On/Off switch, Blower Start/Stop push buttons, and Master Load On/Off switch.

ANNEXURE-A

- iii) It shall have provision of switching (ON/OFF) for each load steps by suitable push buttons. For which a separate adequate rating power contactor shall be provide for each step.
- iv) Adequately rated of power cable, control cables, bus bar etc. shall be supplied along with the load bank to interconnect the load bank with control panel.
- v) The control panel shall be accompanied with the following metering
 - Hour meter to record the operation timing.
 - Multifunction meter to monitor total kW, total Ampere and Voltage.
 - Temperature of the load bank.
- vi) The control panel shall be accompanied with the following Indication
 - Main On indication.
 - Load On indication for each step.
 - Trip indication (separate for over loads and temperature)
 - Blower On
 - Blower/Air Failure.

4.4 Protective Devices

- i) A suitably rated MCCB shall be provided as incomer to connect the incoming cable.
- ii) Over-temperature switches shall be provided to protect against overheating in the resistive duct, each inductor and switchgear compartment. The switches shall be interlocked with the load application controls to prevent load from being applied in the event of an over temperature condition.
- iii) Suitable rated MCB shall be provided for each load element for protection against electrical faults such as earth fault and short circuit.
- iv) Overload relay shall be provided for each load element to trip the element in case of overload.
- v) Load contactors shall be interlocked with the cooling fans to ensure that load can only be applied when the fans are running.
- vi) Protection against overloading and short-circuiting of the heating elements to be provided.

ANNEXURE-A

5.0 Safety Features

- 5.1 A differential pressure switch shall be interlocked with the load application controls to prevent load from being supplied if cooling air is not present.
- 5.2 An over temperature switch shall be provided to sense the load bank exhaust. The switch shall be interlocked with the load application controls to disable load from being supplied if an over-temperature condition is present.
- 5.3 Danger Notice to be inserted on the access panels as per IS-2551.
- 5.4 Air intake on the enclosure shall be designed to prevent objects greater than 0.5 inch diameter from being ingested into the unit.

6.0 Documents to be submitted for approval OIL before manufacturing

- 6.1 General Arrangement drawing indicating the detail of load bank and control panel with overall dimensions of load bank.
- 6.2 Single line diagram and schematic diagram for Power and Control circuits.
- 6.3 Detailed wiring diagram clearly indicating the wire numbers, terminal numbers, terminal chart and sequence of wiring/looping
- 6.4 Layout of front panel and main & control contactor
- 6.5 Cable entry with gland plate details
- 6.6 Bill of materials with makes of component list.

Note: For approval of documents (drawings, layouts, BOMs etc.), OIL will require atleast 14 days from the date of submission of last set of correct/complete documents. Bidder must submit their documents for approval of OIL accordingly.

7.0 Scope of Installation and Commissioning

- 7.1 The supplier shall install and commission both the load bank and control panel at site.
- 7.2 Following test are to be conducted as part of the commissioning process:
 - i) Insulation resistance tests of load bank with power and control circuits
 - ii) Functional tests including sequence of operation interlocks and protective devices.
 - iii) Continuity test and Polarity test on all coils and circuits.
 - iv) Any other test recommended by the manufacturer.
- 7.3 The units shall be considered commissioned after 48 hours of satisfactory continuous operation.
- 7.4 Power cables supply & laying, earthing work and other civil jobs required for the installation and commissioning purpose will be facilitated by OIL.

ANNEXURE-A

7.5 Bidder must quote for installation & commissioning charges (including taxes, as applicable) separately. Installation & commissioning charges must include to and fro fares, boarding/ lodging, local transportation and other expenses of the commissioning engineers during their stay at Duliajan, Assam (India).

8.0 Inspection and Testing

- 8.1 The load bank along with the control panel and all accessories shall be offered for pre-dispatch inspection by OIL at the factory site.
- 8.2 The following tests shall be conducted as part of routine tests at their works.
 - i) Dimensional Check
 - ii) Physical verification of components
 - iii) Insulation resistance tests of load bank with power and control circuits
 - iv) Functional tests including sequence of operation interlocks and protective devices.
 - v) Verification of test certificates for other bought out items.
 - vi) Continuity test and Polarity test on all coils and circuits
 - vii) Any other test recommended by the manufacturer
- 8.3 The Pre-despatch inspection will however not relive the supplier of his responsibility to ensure that the equipment supplied is free from all manufacturing ad other defects, conform to correct specifications and applicable standards and statutes. Any defect or deviation noticed any time within the defect liability period / warrantee period shall be corrected by the supplier.
- 8.4 Supplier shall notify OIL for at least 15 (fifteen) days in advance of each inspection. For such inspection, no separate cost will be payable by OIL to the successful bidder. However, cost of travel, accommodation and other expenses of OIL's PDI team will be borne by OIL.

9.0 Warranty

- 9.1 The load bank along with control panel, cooling fan and all its accessories shall be offered with warranty of minimum 24 months .
- 9.2 During this period any defects arising out of faulty accessories, design or workmanship shall be repaired/replaced by supplier at free of cost.

ANNEXURE-B

GENERAL NOTES TO BIDDERS:

| SL No. | Bid Requirement | Bidder's Response (Complied / Not Complied. Reference to any document attached along with the bid) |
|--------|---|--|
| 1.0 | 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. However, acceptance/rejection of such deviation shall be discretion of the buyer. | |
| 2.0 | Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. | |
| 3.0 | 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. Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate at least 45 days 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. | |
| 4.0 | <p>Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DLE-16062021-227649 dated 16th June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period upto the 30th June, 2022.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <p>Udyam Registration Number with Udyam Registration Certificate.</p> <p>OR</p> <p>Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar registration or registration with any other body specified by Ministry of MSME.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneur should also be enclosed.</p> | |

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| 5.0 | <p>Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable.</p> | |
| 6.0 | <p>Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. FP-20013/2/2017-FP-PNG dated 17.11.2020 and FP-20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022 and amendments issued from time to time. Bidders are requested to go through the policy and take note of the following while submitting their offer.</p> <p>As per the policy, the bidder must be incorporated in India and must minimum 20% local content (LC) for the offered items to be eligible to bid against this tender.</p> <p>1. <u>Certification and Verification</u></p> <p>Class I / Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:</p> <p>(i) <u>At bidding stage:</u></p> <p>a) Price Break-up:</p> <ul style="list-style-type: none"> The bidder shall provide the percentage of local content in the bid. <p>b)</p> <ul style="list-style-type: none"> The bidder shall submit an undertaking from the authorised 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. In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content. However, 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. <p>(ii) <u>After Contract Award</u></p> <ul style="list-style-type: none"> The bidder shall submit an undertaking from the authorised 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. In cases of procurement for a value in excess of Rs 10 crores, the | |

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| | <p>undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.</p> <ul style="list-style-type: none"> • However, 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 practising chartered accountant giving the percentage of local content is also acceptable. <ol style="list-style-type: none"> 2. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential. 3. The Local Content certificate 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. 4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. 5. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content. | |
| 6.1 | Percentage of Local Content (to mention by the bidder) | |
| 6.2 | <p>Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the purchase preference. Accordingly, bidder must submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration.</p> <p>In case bidder do not submit their preference among PP-LC & MSME and submit documents against both, then the offer will be evaluated by giving benefits under MSME policy and it will be binding on the bidder.</p> | |

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| 7.0 | <p><u>TAX COLLECTIBLE AT SOURCE (TCS):</u> Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL alongwith 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.</p> <p>Payment towards applicable TCS u/s 206C(IH) 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:</p> <ul style="list-style-type: none"> 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 (As applicable) 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. <p>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.</p> <p>The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206 C (IH) of Income tax Act, 1961.</p> | |
| 8.0 | <p><u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u></p> <p>Banning Policy dated 6th January, 2017 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.</p> <p>The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening / evaluation / award. If the bidding documents were issued inadvertently / downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening / evaluation / Award of Work.</p> | |
| 9.0 | <p>The tender has been floated in GeM portal under Single Stage Two Bid System. Therefore, bidder must not disclose their prices in their technical offer. The technical bid shall contain all techno-commercial details except the prices/costs. Bidder must note that disclosure of price in technical bids shall lead to rejection of the offer.</p> | |

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| 10.0 | At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders. | |
| 10.0 | <p>The tender document includes the following:</p> <p>Annexure – A: Specification & Scope of Work, Annexure – B: General Notes to Bidders, Annexure – C : Bid Rejection Criteria / Bid Evaluation Criteria</p> <p>Bidder(s) must submit their offer in compliance to this GeM Tender including GeM General Terms & Conditions and all above mentioned Annexures.</p> | |
| 11.0 | Clause deleted | |
| 12.0 | <p>Submission of Performance Security:</p> <p>The successful bidder will submit the performance security (if applicable) in the form of Bank Guarantee within 15 days of award of contract on GeM. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <p>(i) MT760/MT760COV for issuance of Bank Guarantee (ii) MT 760/MT767COV for amendment of Bank Guarantee</p> <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code–HDFC0002118; SWIFT Code–HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN–786602.</p> <p>The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch alongwith the original bank guarantee.</p> | |
| 13.0 | All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including freight, insurance, loading and unloading. | |
| 14.0 | <ul style="list-style-type: none"> • Bid validity: As per tender • PBG: Will be submitted as per tender within 15 days from placement of order in case of award. • Delivery period: As per tender • Payment terms: As per tender • Exception / Deviation : Nil • Warranty: As per tender • Packing, forwarding: Included as required in the tender. • Transportation & transit insurance upto destination: Included as required in the tender. • Loading & unloading at site: Included as required in the tender. • GST: @5% against Essentiality Certificate (for supply of goods only) • GeM General Terms & Conditions: Acceptable <p>Bidder must confirm compliance as mentioned above in toto. Exception/Deviation to above terms & conditions are not acceptable.</p> | |

ANNEXURE-C

BID EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated.

The following BRC/BEC will govern the evaluation of the bids received against this tender. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected. Bid evaluation will be done only for those bids that qualify through the "Bid Rejection Criteria" as stipulated in this document. All the documents related to BEC BRC shall be submitted along with the technical bid.

| Sl. No. | Bid Requirement | Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid) |
|------------------------|--|---|
| A.1: TECHNICAL: | | |
| A.1.1 | <p>BIDDER'S ELIGIBILITY:</p> <p>The bidder must be Original Equipment Manufacturer (OEM) of the offered item or dealer/distributor/ supply house authorized by the Original Equipment Manufacturer (OEM).</p> <p>Accordingly, the bidder shall mention their status in the technical bid whether they are the:</p> <ul style="list-style-type: none">i) Original Equipment Manufacturer (OEM) of the offered item Orii) Bidding as dealer / distributor / supply house authorized by the Original Equipment Manufacturer (OEM) of the offered item. <p>In case, bidder is a dealer / distributor / supply house authorized by the Original Equipment Manufacturer (OEM) of the offered item, bidder must submit authorization certificate with warranty backup from the OEM (on OEM's letter head with signature & stamp) along with their technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.</p> | |

| Sl. No. | Bid Requirement | Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid) |
|---------|--|---|
| A.1.2 | <p>The bidder shall have experience of successful execution of a single order for "Similar Item" of order value atleast Rs. 19,22,500.00 during the last 05 (five) years from the original bid closing date of this tender.</p> <p>Similar Item means "supply of Resistive Load Bank of minimum rating 200kW, having selectable load steps, industrial type, continuous duty application to any govt / PSU / Public limited company.</p> <p>Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any or combination of the documents in respect of satisfactory execution of each of those Purchase Orders, such as -</p> <ul style="list-style-type: none"> (i) Copies of sealed & signed supply/commissioning certificate from end users on their letterhead (OR) (ii) Consignee delivery receipt / challan (OR) (iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST (OR) (iv) Commercial Invoice/ Payment Invoice (OR) (v) Any other documentary evidence to the satisfaction of OIL that can substantiate the satisfactory execution of each of the purchase orders cited above. <p>Note:</p> <p>a) The Contract(s) / Purchase Order(s) date need not be within 5 (five) years preceding the 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.</p> <p>b) Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the bid closing date.</p> <p>c) Originals of documentary evidence are to be produced for verification on demand of OIL.</p> <p>d) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> | |
| A.1.4 | <p>Delivery should be within <u>90 days</u> from the date of placement of purchase order. The bidder should categorically confirm in their technical bid that the tendered items will be supplied within the delivery period, without which the bid will be rejected.</p> | |

| Sl. No. | Bid Requirement | Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid) |
|-----------------------|---|---|
| A.2: FINANCIAL | | |
| A.2.1 | The bidder shall have an annual financial turnover of minimum Rs 19.22 Lakhs during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender. | |
| A.2.2 | "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender (i.e. FY 2021-2022). | |
| A.2.3 | 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 (refer PROFORMA- 1) certifying that 'the balance sheet/Financial Statements for the financial year 2021-2022 has actually not been audited so far'. | |
| | <p>Note:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-</p> <p>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 PROFORMA – 2.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>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.</p> | |

| Sl. No. | Bid Requirement | Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid) |
|---------|--|---|
| A.2.4 | <p>In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted:</p> <p>i) Turnover of the parent/ultimate parent/holding company should be inline with requirement.</p> <p>ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with the requirement.</p> <p>iii) Corporate Guarantee (as per PROFORMA-3) on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.</p> <p>iv) Document of subsidiary company being 100% owned subsidiary of the parent/ultimate parent/holding company.</p> | |

PROFORMA-1

FORMATFORCERTIFICATEOF COMPLIANCEOFFINANCIALCRITERIA

Ref:**FinancialCriteriaoftheBEC**

TenderNo.: _____

I.....the authorized signatory(s) of(Company or firm name with address) do hereby solemnly affirm and declare as under:-

The balance sheet / Financial Statements for the financial year **2021-2022** has actually not been audited as on the Original Bid closing Date.

Place:.....

Date:.....

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

PROFORMA-2

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR
LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the bidder) for the last three (3) completed accounting years upto..... **(as the case may be)** are correct

| YEAR | TURN OVER In INR (Rs.) Crores | NET WORTH In INR (Rs.) Crores |
|-------------|--|--|
| | | |
| | | |
| | | |

Place:

Date:

Seal

Membership No:

Registration Code:

UDIN:

Signature

NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.

PROFORMA-3

PARENT/ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

(TO BE EXECUTED ON COMPANY'S LETTER HEAD).

DEED OF GUARANTEE (Delete whichever is not applicable)

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR _____ Cr or USD _____ during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of
(Parent/Ultimate Parent/Holding Company)
(Delete whichever not applicable)

for and on behalf of
(Bidder)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.