

Bid Document

Bid Details	
Bid End Date/Time	01-11-2022 09:00:00
Bid Opening Date/Time	01-11-2022 09:30:00
Bid Offer Validity (From End Date)	180 (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	Automatic Transfer Switch,63A
BOQ Title	Automatic Transfer Switch 63A
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,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
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	5 Days
Payment Timelines	Payments shall be made to the Seller within 21 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

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MI Purchase Preference	No
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MSE Purchase Preference

MSE Purchase Preference	Yes
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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.

Automatic Transfer Switch,63A

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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	Chandana Phukan	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. Warranty

Warranty period of the supplied products shall be as given in specifications 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.

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

4. 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.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sl. No.	Technical Specifications & Other Conditions	Bidder's remarks / offer [(To be filled by the bidder and to be submitted along with the technical bid) (Offered specification/ Make, Model /submitted/not submitted/ complied/not complied etc. as applicable) (Additionally, reference of document name / serial number / page number of bid for documentary evidence, if any)]
	(a) Make & Model of Offered Item	

1.0	(b) Whether Offered Make & Model complies with the Specifications listed in the tender	
2.0	(a) Whether technical literature/ catalogue of the offered model no. with proper model description & other supporting documents submitted along with the bid?	
	(b) Warranty: The item shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of installation & commissioning; whichever is earlier. Bidder shall confirm that Manufacturer's Warrantee Certificates of the ATS/ACS will be submitted with the supply of materials.	
3.0	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 following clauses and submit their offers accordingly wherever applicable.	
3.1	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. Validity of Registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.	
3.2	"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.	

3.3	"Bidder from a county which shares a land border with India "for the purpose of this Order means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	
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3.4	The beneficial owner for the purpose of (3.3) above will be as under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation: a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; 2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.	
3.5	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.	
3.6	The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.	

4.0	Bidders must submit duly sealed & signed undertaking as per Annexure-A provided along with the technical bid in compliance of provisions of Clause 3.0 above	
5.0	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.	
6.0	Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE. The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following document for availing the benefit applicable to MSEs: (i) Udyam Registration Number with Udyam Registration Certificate. 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 Entrepreneurs should also be enclosed.	

7.0	<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 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 (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: 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. 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. d) The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.	
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8.0	APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED (OIL): 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. 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.	
9.0	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	Unless otherwise mentioned, the Delivery Period mentioned shall be inclusive of Supply, Installation, Testing & Commissioning, in case the same is part of the Scope of supply.	
11.0	NUMBER OF DESPATCHES: Unless otherwise mentioned, the total quantity for a particular consignee and / or for a specified delivery schedule shall be supplied / delivered in 01 (One) Lot. OIL reserves the right for non-acceptance of delivery of part quantity and shall have no liability for any loss to the supplier in case of such rejection of part delivery.	
12.0	DELIVERY TIMING: Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below- a) Monday to Friday: (i) Slot-1: 08.00 AM to 10.00 AM (ii) Slot-2: 12.30 PM to 02.00 PM b) Saturday: 08.00 AM to 10.00 AM Note: No delivery shall be made on Sunday / National Holidays	
13.0	PACKING:	

13.1	Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.	
13.2	Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.	
13.3	In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape/ cap to prevent ingress of water.	
13.4	Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.	
13.5	All items must have their respective identification marks painted / embossed on them.	
13.6	Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.	
13.7	Items prone for pilfering should be packed in boxes and not in bags.	
13.8	The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 9.1 to 9.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.	
13.9	Items that can be packed in bundles must be secured with strong wires or bands near each end and at regular intervals along the length to prevent splaying and ensure rigidity. Bundles must be suitably tagged using labels which are securely fastened by the ties clearly stencilled with mark, number and port mark.	
13.10	Bundles or pieces must be adequately painted and marked as per item specifications.	
13.11	In case of tubular, the weight of each bundle should not exceed 2 MT.	
13.12	All spares are to be labelled with purchaser's order number and item number in addition to seller's part number, if any.	
13.13	Electrical equipment must be suitable for use in humid and tropical climate and be specially treated / finished to prevent deterioration / corrosion. Insulation is to be non-hygroscopic and preferably vacuum dried and pressure impregnated.	

13.14	Each box/crate/pallet/piece should be clearly marked on atleast two sides with OIL's Purchase order number, consignee name and address, consignment note number, package number and total number of packages.	
14.0	UNLOADING: For supply of Goods contract, no additional charges such as local levies, transportation, loading, unloading charges etc., shall be payable over and above the contract price. However, the terms & conditions for the following items are to be noted by the suppliers: (a) Tubulars, including line pipes: OIL SHALL PROVIDE CRANE FOR UNLOADING OF TUBULARS & LINE PIPES ONLY. Supplier shall depute adequate crew, who has experience of unloading of tubulars, at Consignee Location with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. THE ONLY RESPONSIBILITY OF THE CREW TO BE DEPUTED BY THE SUPPLIER SHALL BE TO FASTEN/FIX CRANE'S HOOK SLING TO BUNDLES ON THE LOADED VEHICLE. Once the hook sling is securely fastened complying to the safety instructions, OIL's Crane shall lift and unload tubulars from the vehicle. Following points are to be noted and complied in this connection: (i) Supplier to ensure that height of the loaded tubular is below the cabin height of the vehicle for safe off-loading. (ii) Supplier to ensure that tubular bundles are securely fastened by very strong material to withstand the rigors of road transportation and capable of lifting by Crane. In the case tubular bundles are found loosened and/or tubulars found completely resting on the side support/bales of vehicle in way that it may free fall upon unshackling, OIL will not unload such vehicle due to safety reasons. The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling tubulars. (b) Transportation through Railways only of Barytes, Bentonite & API Class-G (Oil well) Cement: Unloading & stacking at OIL's godowns shall be carried out by OIL's designated service provider without any charge to the supplier and under the supervision of supplier's personnel. However, in case the order for such items is to be delivered at a location other than OIL's godowns or the transportation is through mode other than railways, unloading & stacking shall be done by the supplier themselves.	

15.0	<u>PREPONEMENT OF DELIVERY:</u> Owing to operational requirements, OIL may request the supplier to prepone delivery of items. The request for such preponement of delivery shall be made in writing by OIL and the supplier shall be obligated for arranging delivery of the materials within the minimum possible period. However, no additional charges shall be payable for such preponement of delivery.	
16.0	The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence concessional rate of GST @12% against Essentiality Certificate (EC) for invoice having material value Rs. 1 Lakh and above will be applicable as per Notification No. 3/2017-Integrated Tax (Rate), dated the 28th June, 2017 (Amended vide Notification No. 08/2022-Integrated Tax (Rate) dated 13th July, 2022). In the event of order, Supplier/OEM must provide Proforma Invoice for processing for EC application within 30 days from date of issue of GeM Contract and OIL will issue EC, where concessional rate of GST @12% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account.	NOT APPLICABLE FOR THIS TENDER
17.0	<u>CONFIRMATION OF BID SECURITY/ PERFORMANCE SECURITY:</u> The following clause is applicable for bid security/ performance security submitted in the form of bank guarantee. Bidders are requested to strictly comply to this clause: The bank guarantee issued by the bank must be routed through SFMS platform as per following details: (i) MT 760 / MT 760 COV for issuance of bank guarantee (ii) MT 767 / MT 767 COV for amendment of bank guarantee 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.	
18.0	Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement as notified by Ministry of Steel, Govt. of India shall be applicable against this tender.	NOT APPLICABLE FOR THIS TENDER

Annexure-A

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of

Expenditure, Ministry of Finance, Govt. of India

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Tender No. _____ Dated _____

To

Oil India Limited

Duliajan

Madam / Sir,

We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note: This form should be returned along with offer duly signed.

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---