

### Bid Document

| Bid Details                                                                                 |                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid End Date/Time                                                                           | 23-06-2021 11:00:00                                                                                                                                                                                                         |
| Bid Opening Date/Time                                                                       | 23-06-2021 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                                                                              | 4                                                                                                                                                                                                                           |
| Item Category                                                                               | Acoustic Canopy                                                                                                                                                                                                             |
| MSE Exemption for Years of Experience and Turnover                                          | No                                                                                                                                                                                                                          |
| Startup Exemption for Years of Experience and Turnover                                      | No                                                                                                                                                                                                                          |
| Document required from seller                                                               | OEM Authorization Certificate<br>*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                                                                          | Post Dispatch                                                                                                                                                                                                               |
| Name of the Empanelled Inspection Agency/ Authority                                         | Board of Officers                                                                                                                                                                                                           |
| Evaluation Method                                                                           | Total value wise evaluation                                                                                                                                                                                                 |

### EMD Detail

|          |    |
|----------|----|
| Required | No |
|----------|----|

### ePBG Detail

|                                     |           |
|-------------------------------------|-----------|
| Advisory Bank                       | HDFC Bank |
| ePBG Percentage(%)                  | 3.00      |
| Duration of ePBG required (Months). | 20        |

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

**Beneficiary:**

Manager Materials

Oil India Limited, Duliajan Assam - 786602 Ph: 0374 2808705 (Direct). Details of Beneficiary : OIL INDIA LIMITED Bank Name :HDFC BANK LIMITED Branch Name :Duliajan Bank Account No. :21182320000016 Type of Account :Current Account IFSC Code :HDFC0002118 MICR Code:786240302 SWIFT Code :HDFCINBBCAL NOTE: THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS: a. (i)"MT 760 / MT 760COV FOR ISSUANCE OF BANK GUARANTEE (ii) "MT 760 / 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." b. THE SUPPLIERS SHALL SUBMIT TO OIL THE COPY OF SFMS MESSAGE AS SENT BY THE ISSUING BANK BRANCH ALONG WITH THE ORIGINAL BANK GUARANTEE.

(Tushar Ranjan Dutta)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

|                         |     |
|-------------------------|-----|
| MII Purchase Preference | Yes |
|-------------------------|-----|

**MSE Purchase Preference**

|                         |     |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. 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.

**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 seller's 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.

## Acoustic Canopy ( 4 pieces )

(Minimum 50% Local content required for MII compliance)

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

### Technical Specifications

|                              |                          |
|------------------------------|--------------------------|
| Buyer Specification Document | <a href="#">Download</a> |
|------------------------------|--------------------------|

### 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                          | 20%     |
| Number of days allowed for ICT after site readiness communication to seller | 90 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 | 4        | 180           |

**Buyer added Bid Specific Additional Scope of Work**

| S.No. | Document Title                           | Description      | Applicable i.r.o. Items |
|-------|------------------------------------------|------------------|-------------------------|
| 1     | Tender Documents<br><a href="#">View</a> | Tender Documents | Acoustic Canopy(4)      |

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

**Buyer Added Bid Specific Additional Terms and Conditions**

- 1.Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
- 2.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.
- 3.**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.Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- 5.Warranty 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.
- 6.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.
- 7.Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the

Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
  - ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
  - iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
8. Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
9. 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
10. Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 120 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**