

### Bid Document

Bid Details	
Bid End Date/Time	24-07-2020 17:00:00
Bid Opening Date/Time	24-07-2020 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Na
Organisation Name	Oil And Natural Gas Corporation Limited
Office Name	Assam Mm
Total Quantity	21
Item Category	Buy Back - Lead acid storage batteries for Motor Vehicles
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 *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
Inspection Required	No
Estimated Bid Value	277100

### EMD Detail

Required	No
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### ePBG Detail

Required	No
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### Splitting

Bid splitting not applied.

**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% 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 25% of total value.

**Buy Back - Lead Acid Storage Batteries For Motor Vehicles ( 21 pieces )****Technical Specifications**

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Values	Bid Requirement (Allowed Values)
Scope of Buy back	Cells / Battery with buy back means exchange of one new unit with one old unit	Yes	*
Description of New Battery to be supplied by Seller	Lead acid storage batteries for Motor vehicles conforming to	IS: 7372:1995 latest	*
	<b>Type of application</b>	Heavy duty application	Heavy duty application
	ECO Mark on battery	Yes	*
	BIS Marked	Yes	*
	BIS Marked if "YES" declare BIS License Number (CM/L Number)	-	*
	<b>Battery Voltage/Capacity (in Ah) at C20 Rate/Overall Maximum Dimensions (Length in mm x Width in mm x Container Height in mm x</b>	12 V180 Ah/525x295x250x255	12 V180 Ah/525x295x250x255

	<b>Overall Height in mm)</b>		
	<b>Material of Container</b>	P (Plastic)	P (Plastic)
CONSTRUCTIONAL	Materials, Construction and Workmanship as per Cl. 4 of IS: 7372:1995 latest	Yes	*
	Separators as per Cl. 4.7 of IS:7372:1995 latest	Synthetic separators	*
	Marking and packing as per Cl. 8 of IS: 7372:1995 latest	Yes	*
	Battery condition	Dry charged battery	*
	<b>Warranty (in Years)</b>	3	3
BUY BACK	Old Battery shall be same quantity with same capacity in Ah	Yes	*
	Manufacturer shall have valid licence for Lead Waste Reprocessing from Central or State Pollution Control Board	Yes	*
	Manufacturers/Sellers Suppliers shall follow all the rules and regulation as per the Central/State Govt., Gazeetee notification, Circulars upto date as applicable	Yes	*
CERTIFICATIONS	Availability of complete and satisfactory type test Report from Central Government / NABL/ ILAC accredited laboratory to showing conformity of the Specification	Yes	*
	Test report Number	-	*
	Report date	-	*
	Name and address of Lab	-	*
	All the test reports and certificates shall furnish to the buyer/consignee on demand	Yes	*

Description of Old Battery to be given by Buyer	Old battery shall be of similar volt and Ah (with +/-15% tolerance in Ah) but need not to be of same make / brand	Yes	*
	Old battery may not be in working condition	Yes	*
	The seller will collect the old Cell/Batteries from buyer end / consignee end at its own cost either at the same time of delivery or after delivery of new cells / battery	Yes	*
	Manufacturer / Seller / Supplier should have all valid licenses as applicable and meet all Govt., instructions and guidelines / Gazette notifications update as applicable to dispose of old cells / batteries	Yes	*

\* Specifications highlighted in bold are the Golden Parameters.

\* Bidders may note that In respect of non-golden Parameters, the specifications 'Values' chosen by Buyer will generally be preferred over 'Bid requirement ( allowed Values) by the Buyer.

#### Additional Specification Documents

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Tukheswar Buragohain	785640,CENTRAL STORES, ONGC, SIVASAGAR	21	90

#### Bid Specific Additional Terms and Conditions

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% 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 25% of total value.

2. 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 : 03/2017 dated 28/06/2017

3. Buyback for Non PFMS/Non GPA:

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

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

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

Excel sheet for explanation to Buyback ATC							
S.no	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G = {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97
Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G							

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
10. Government Buyer will upload the details of old goods along with the bid in the

corrigendum with minimum price.

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

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

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

1. Consignee wise
2. Item Description
3. Serial Number
4. Model
5. Brand
6. Year of manufacturing
7. Purchased on
8. Age
9. Size, Rating, Designation
10. Quantity
11. Min price (Optional)
12. Unit
13. Working Guidelines (/Functional/Non-Functional)
14. Remarks

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

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

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

5. Bidders can also submit the EMD with Account Payee Demand Draft in favour of ONGC LIMITED payable at SIVASAGAR.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

6. Bidders can also submit the EMD with Banker's Cheque in favour of ONGC LIMITED payable at SIVASAGAR.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

7. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name ONGC Limited Account No. 10637162283 IFSC Code SBIN0004797 Bank Name State Bank of India Branch address ONGC Colony Sivasagar Branch Sivasagar Assam India.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

8. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

(i) Inhibit the desires and designed function of the equipment.

(ii) Cause physical damage to the user or equipment during the exploitation.

(iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

9. 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.
10. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent 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.
11. Scope of supply (Bid price to include all cost components) : Only supply of Goods
12. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of ONGC Limited payable at Sivasagar. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
13. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name ONGC Limited Account No. 10637162283 IFSC Code SBIN0004797 Bank Name State Bank of India Branch address ONGC Colony Sivasagar Branch Sivasagar Assam India. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
14. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
15. Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid
16. 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.

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

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