

### Bid Document

Bid Details	
Bid End Date/Time	23-07-2020 11:00:00
Bid Opening Date/Time	23-07-2020 11:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Na
Organisation Name	Hindustan Petroleum Corporation Ltd
Office Name	Petroleum House
Total Quantity	174
Item Category	Buy Back - Stationary Cells and Batteries, lead acid Type (with tubular positive plates)
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 *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	1496400

### EMD Detail

Required	No
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### ePBG Detail

Required	No
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### Splitting

Bid splitting not applied.

## Buy Back - Stationary Cells And Batteries, Lead Acid Type (with Tubular Positive Plates) ( 174 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	Stationary Cells and Batteries, lead acid Type (with tubular positive plates) conforming to	IS : 1651: 2013 latest	*
	<b>BIS Marked</b>	No	Yes, No
	BIS Marked if "YES" declare BIS License Number (CM/L Number) If "NO" write NA	-	*
	<b>Type of cells: Normal discharge performance (NDP) cells or High discharge performance (HDP) cells or TBS cells Lead acid cells with tubular positive plates and pasted negative plates housed in in transparent SAN containers</b>	TBS Cells	TBS Cells
	<b>Material of Container</b>	SAN Polymer for TBS	SAN Polymer for TBS
	Cell Voltage	2 Volt	*
	<b>Type/Capacity (in Ah) at 10 h Rate</b>	TBS/400 Ah	TBS/400 Ah
	Maximum overall dimension for NDP, HDP Cells as per Cl. 7.1 - Table of IS:1651:2013 latest and for TBS Cells Cl. 9.1 - Table 2 of IS:1651:2013	Yes	*

CONSTRUCTIONAL	Materials for Containers, Electrolyte, Sealing compounds and Separators as per Cl. 5 of IS: 1651:2013 latest	Yes	*
	Constructional requirements as per Cl. 6 of IS: 1651: 2013 latest	Yes	*
	Marking and packing as per Cl. 8 of IS:1651:2013 latest	Yes	*
	Manual of instructions shall be furnished as per Cl. 9 of IS:1651:2013 latest	Yes	*
	Battery condition	Dry uncharged	*
	<b>Warranty (in Years)</b>	3	3
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	*
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\* 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	Harinivas S	575030,Mangalore Dispatch Station, MANGALORE-BANGALORE LPG PIPELINE (MHMSPL), Village Bala, Via Katipalla, Mangalore - 575030 Karnataka	174	70

### Bid Specific Additional Terms and Conditions

#### 1. 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 Column-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.
2. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers 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%. All bidders 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 the bid

is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, 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.
4. 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 35% of total value.
5. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
6. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
7. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
8. 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.
9. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

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

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