

Bid Document

Bid Details	
Bid End Date/Time	05-01-2023 11:00:00
Bid Opening Date/Time	05-01-2023 11:30:00
Bid Offer Validity (From End Date)	90 (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	39
Item Category	Emergency Shower And Eye Washer-IS 10592 (Q4)
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,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),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
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
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
----------	----

ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	18

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

Beneficiary:

Manager Materials (IP)

Beneficiary Bank: ICICI Bank Limited, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602, Unique identifier code (Field 7037):

OIL503988890, Company Name: Oil India Limited

(Aayush Somani)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
-------------------------	----

Details of the Competent Authority for MII

Name of Competent Authority	OIL INDIA LIMITED
Designation of Competent Authority	PSU
Office / Department / Division of Competent Authority	DULIAJAN
CA Approval Number	
Competent Authority Approval Date	15-12-2022
Brief Description of the Approval Granted by Competent Authority	This is to certify that Oil India Limited is a Central Public Sector Enterprises under the Ministry of Petroleum and Natural Gas (MoP&NG) and are engaged in oil & gas exploration and production activities. 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, hence Purchase Preference Policy shall not 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.

Emergency Shower And Eye Washer-IS 10592 (39 pieces)

Brand Type	Registered Brand
------------	------------------

Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Certification	Compliance to IS 10592	Yes
General Characteristics	Station Type	Emergency Shower, Eye washer
Emergency Shower Specs	Mounting	Surface Mounted
	Material Used	Stainless Steel
	Operating Mode	Hand Operated
Eye Washer Specs	Eye Washer Operating Mode	Hand Operated
	Eye Washer Mounting	Surface Mounted
	Material	Stainless Steel
Other Characteristics	Marking	Manufacturer's Name, IS Standard

Additional Specification Parameters - Emergency Shower And Eye Washer-IS 10592 (39 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Emergency Shower Specs - Water Pressure in psi, Diameter of Shower Head in Inches, Flow Rate in l/m, Height of Shower in mm	Emergency Shower Specs - Water Pressure in psi: 30, Diameter of Shower Head in Inches: 10, Flow Rate in l/m: 70-75, Height of Shower in mm: 2100-2200
Eye Washer Specs - Flow Rate of Eye Wash in l /m, Height of Eye Washer in mm, Diameter of Eye Wash Bowl in Inches	Eye Washer Specs - Flow Rate of Eye Wash in l /m: 9-11, Height of Eye Washer in mm: 800-1100, Diameter of Eye Wash Bowl in Inches: 10
Packing, Warranty	Packing: Must be adequate to withstand moisture ingress and transit damage. Packing to be done as 1 No. in 1 Cartoon, Warranty: 1 Year
Material pipe, Water Inlet Connection, Activation, Valve, Water Inlet & Drain	Material pipe: Stainless Steel, Water Inlet Connection: 1 ¼", Activation, Valve, Water Inlet & Drain: Pull Rod/Chain for Shower & Push Plate / Foot Paddle for Eye Wash
Automiser Heads	Automiser Heads: Twin soft flow automiser head which has aerators to control the stream straightness and diameter, thus reducing splash by aerating the stream. It also controls to save water and reduce energy costs. The twin flow has cover which protects from dust and opens with water pressure

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	39	90

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	UNDERTAKING TOWARDS AUTHENTICITY OF DOCUMENT SUBMITTED View	UNDERTAKING TOWARDS AUTHENTICITY OF DOCUMENT SUBMITTED	Emergency Shower And Eye Washer-IS 10592(39)
2	GENERAL NOTES & CHECKLIST View	GENERAL NOTES & CHECKLIST	Emergency Shower And Eye Washer-IS 10592(39)
3	TECH EVAL MATRIX View	TECH EVAL MATRIX	Emergency Shower And Eye Washer-IS 10592(39)

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 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

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.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.0 The bidder is required to confirm the followings in their Technical Offer:

1.1 PACKING, PROTECTION AND SUPPLY:

1.1.1 The units shall be supplied in fully operational condition.

1.1.2 ***If the units are supplied in dismantled condition, then the bidder has to assemble the units and make it fully operational at Duliajan at no extra cost to OIL. Please note that the scope of supply will include installation & commissioning only if the units are supplied in dismantled condition.***

1.1.3 The units shall be suitably packed to avoid moisture ingress and also to provide ease of handling and storage and maximum protection during transport and storage period.

1.1.4 If the units are supplied in Crates and Boxes then, Crates & Boxes shall have a list of items contained therein secured to the exterior by piece of an enveloping piece tin sheet nailed to the box. A duplicate list shall also be included inside, with the contents. Sling points shall be clearly indicated on the crates.

1.2 GUARANTEE / WARRANTY:

1.2.1 The bidder shall confirm that the materials shall be guaranteed for a period of 12 months from the date of receipt at destination against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on FOR destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

1.3 TECHNICAL MANUAL AND CERTIFICATION FOR OPERATION AND MAINTENANCE OF THE UNIT:

1.3.1 The offer must be accompanied with product catalogue / technical literatures and drawing.

1.3.2 Bidder other than OEM (original equipment manufacturer) must furnish valid authorization / dealership certificate from OEM along with the bid.

1.3.3 The bidder shall confirm that the goods, materials to be supplied shall be new, of recent make, of the best quality & workmanship along with installation and commissioning of the said equipment's.

2.0 Bidder's offer should include all required parameters as mentioned in Additional Specification Parameters.

3.0 Bidders are required to take a note of all the terms & conditions and attachments associated with this tender while bidding.

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**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6. **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.

7. **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.

8. **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.

9. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

10. **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.

11. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

12. Scope of Supply

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

13. Generic

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

14. 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 : 12%

Notification No.and date : 08/2022 - Integrated Tax (Rates) dated 13.07.2022 dated 13/07/2022

15. Certificates

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.

16. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

17. 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.

18. Generic

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within AT LEAST 30 DAYS PRIOR TO THE SCHEDULED DESPATCH OF MATERIALS days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

19. 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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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---