Bid Number: GEM/2021/B/1289432 Dated: 18-06-2021



# **Bid Document**

bid bocument			
Bid Details			
Bid End Date/Time	08-07-2021 13:00:00		
Bid Opening Date/Time	08-07-2021 13:30:00		
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	1		
Item Category	Software controlled Contact Angle Measuring Apparatus		
MSE Exemption for Years of Experience and Turnover	No		
Startup Exemption for Years of Experience and Turnover	No		
Document required from seller	Experience Criteria, Bidder Turnover, 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		
Time allowed for Technical Clarifications during technical evaluation	7 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	Pre Dispatch		
Name of the Empanelled Inspection Agency/ Authority	Board of Officers		
Quality Assurance Plan document	1623914001.pdf		
Evaluation Method	Total value wise evaluation		

# **EMD Detail**

l Required	No

# ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00

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

#### **Beneficiary:**

SMM (IP)

Oil India Limited, OIL INDIA Limited, OIL INDIA Limited, Ministry of Petroleum and Natural Gas (Shrutimala Hazarika)

#### **Splitting**

Bid splitting not applied.

#### **MII Purchase Preference**

MII Purchase Preference	No
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Competent Authority Approval for not opting Make In India Preference: View Document

## **MSE Purchase Preference**

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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. 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 sellers 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.

# Software Controlled Contact Angle Measuring Apparatus ( ${f 1}$ the number ten for arbitrary powers )

Brand Type	Unbranded

#### **Technical Specifications**

Buyer Specification Document	Download
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# 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	30 Days

## **Consignees/Reporting Officer and Quantity**

	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	1	210

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

S.No.	Document Title	Description	Applicable i.r.o. Items
1	BEC/BRC Criteria <u>View</u>	Bids shall be liable for rejection in case if they do not conform to BEC/BRC criteria	Software Controlled Contact Angle Measuring Apparatus(1)
2	Installation, Commissioning & Training	Installation, Commissioning & Training	Software Controlled Contact Angle Measuring Apparatus(1)

<u>View</u>		
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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. 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

- 2.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 45 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."
- 3.Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
- 4. Buyer uploaded ATC document Click here to view the file.

## **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---