

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	23-07-2021 15:00:00
<b>Bid Opening Date/Time</b>	23-07-2021 15:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	45 (Days)
<b>Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name</b>	Na
<b>Organisation Name</b>	Oil And Natural Gas Corporation Limited
<b>Office Name</b>	Assam Mm
<b>Total Quantity</b>	10
<b>Item Category</b>	Hot and Cold Air Conditioners
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	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
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	Hot and Cold Air Conditioners
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Post Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	Board of Officers
<b>Quality Assurance Plan document</b>	<a href="#">1624529462.pdf</a>
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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## ePBG Detail

Required	No
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## Splitting

Bid splitting not applied.

## MII Purchase Preference

MII Purchase Preference	Yes
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## MSE Purchase Preference

MSE Purchase Preference	Yes
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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 25%(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 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.

## Hot And Cold Air Conditioners ( 5 pieces )

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Registered Brand
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### Technical Specifications

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

Specification	Specification Name	Bid Requirement (Allowed Values)
CAPACITY / GENERIC	<b>Type of Air Conditioner</b>	Window AC (Hot and Cold)
	<b>Compressor (Speed Type)</b>	Inverter (Variable Speed), Non- Inverter (Fixed Speed)
	<b>Heating Mechanism</b>	Heat Pump
	<b>Nominal Capacity (TR)</b>	1.5
	<b>Nominal Cooling Capacity (kcal/hr)</b>	3000 for 1.0 TR, 4500 for 1.5 TR
	<b>Nominal Heating Capacity</b>	90 to 100% of Cooling Capacity
	<b>Coil Material (Evaporator)</b>	Copper
	<b>Coil Material (Condensor)</b>	Copper
	<b>Fin Material (Evaporator)</b>	Copper

Specification	Specification Name	Bid Requirement (Allowed Values)
	<b>Fin Material (Condensor)</b>	Copper
	<b>Eco-friendly refrigerant</b>	Yes, No
	<b>BEE Star Rating</b>	3, 5
	<b>Minimum length of copper pipe and suitable connecting electrical cable for installation and commissioning - inclusive in the scope of supply</b>	3 metre, NA' for Window AC / Casstte AC / Floor Standing Split AC
WARRANTY & INSTALLATION	<b>Warranty on machine</b>	1.0
	<b>Warranty on Compressor</b>	5.0
	<b>Installation and Commissioning</b>	With Installation and Commissioning, Without Installation and Commissioning

#### Additional Specification Parameters - Hot And Cold Air Conditioners ( 5 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Window AC (Hot and Cold): 1 Ton & 1.5Ton Mandatory Tech. Specifications	1. Type of Air Conditioner-Window AC with Hot and Cold, 2. Compressor (Speed Type)- Inverter or Non-Inverter, 3. Heating Mechanism-Heat Pump, 4. Coil Material –Copper (Evaporator/Condensor), 5. Eco-friendly refrigerant-Yes required, 6. BEE Star Rating-Min. 3 star; 7. Warranty: Min. 1yr on machine & Min. 5yr on Compressor; 8. Required-With Installation and Commissioning (Included in price)

\* 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	Tukheswar Buragohain	785640,CENTRAL STORES, ONGC, SIVASAGAR	5	30

#### Hot And Cold Air Conditioners ( 5 pieces )

(Minimum 50% Local content required for MII compliance)

Brand Type	Registered Brand
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Specification	Specification Name	Bid Requirement (Allowed Values)
CAPACITY / GENERIC	<b>Type of Air Conditioner</b>	Window AC (Hot and Cold)
	<b>Compressor (Speed Type)</b>	Inverter (Variable Speed), Non- Inverter (Fixed Speed)
	<b>Heating Mechanism</b>	Heat Pump
	<b>Nominal Capacity (TR)</b>	1
	<b>Nominal Cooling Capacity (kcal/hr)</b>	3000 for 1.0 TR
	<b>Nominal Heating Capacity</b>	90 to 100% of Cooling Capacity
	<b>Coil Material (Evaporator)</b>	Copper
	<b>Coil Material (Condensor)</b>	Copper
	<b>Fin Material (Evaporator)</b>	Copper
	<b>Fin Material (Condensor)</b>	Copper
	<b>Eco-friendly refrigerant</b>	Yes
	<b>BEE Star Rating</b>	3
	<b>Minimum length of copper pipe and suitable connecting electrical cable for installation and commissioning - inclusive in the scope of supply</b>	3 metre
WARRANTY & INSTALLATION	<b>Warranty on machine</b>	1.0
	<b>Warranty on Compressor</b>	5.0
	<b>Installation and Commissioning</b>	With Installation and Commissioning, Without Installation and Commissioning, Installation and Commissioning at Extra Cost as offered by the seller separately on GeM

#### Additional Specification Parameters - Hot And Cold Air Conditioners ( 5 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Window AC (Hot and Cold): 1 Ton & 1.5Ton Mandatory Tech. Specifications	1. Type of Air Conditioner-Window AC with Hot and Cold, 2. Compressor (Speed Type)- Inverter or Non-Inverter, 3. Heating Mechanism-Heat Pump, 4. Coil Material –Copper (Evaporator/Condensor), 5. Eco-friendly refrigerant-Yes required, 6. BEE Star Rating-Min. 3 star; 7. Warranty: Min. 1yr on machine & Min. 5yr on Compressor; 8. Required-With Installation and Commissioning (Included in price)

\* 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	Tukheswar Buragohain	785640,CENTRAL STORES, ONGC, SIVASAGAR	5	30

## Buyer Added Bid Specific Additional Terms and Conditions

- Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- 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.
- Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
- IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
- 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 20% of total value.
- 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.
- 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.
- 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.

## 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---**