



Oil India Limited
(A Govt. of India Enterprise)
P.O. Duliajan – 786602, Assam

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Tender No. & Date : **SDG1738P20/07 dated: 18.06.2019**

Bid Security Amount : **INR 1,29,130.00 OR USD 1,856.00**

Bidding Type : **SINGLE STAGE TWO BID SYSTEM**

Bid Closing on : **14.08.2019 (at 11.00 Hrs. IST)**

Bid Opening on : **14.08.2019 (at 14.00 Hrs. IST)**

Bid Validity : **Bid Should be valid for 120 days from bid closing date.**

Bid Bond Validity : **Bid Bond Should be valid up to 14.03.2020**

Performance Guarantee : **Applicable @ 10% of Order value**

Integrity Pact : **Applicable**

OIL INDIA LIMITED invites Global Tenders for items detailed below:

Item No./Mat. Code	Material Description	Quantity	UOM
<u>10</u> 0C000172	Supply, Installation, Training & AMC of Static Gel Strength Analyzer as per details provided in Annexure-I	1	No.

List of Annexures : Annexure- I: Technical Specifications, Scope of Supply
General & Special Applicable notes to bidders
Annexure- II: Bid Rejection & Evaluation Criteria
Annexure- IIIA: Commercial Check List
Annexure- IIIB: Bidder's Response Sheet (Technical Specifications & Scope of Supply)
Annexure- IIIC: Bidder's Response Sheet (Technical BRC Clauses)
Annexure- IV: Certificate of Annual Turnover & Net Worth
Format-A : Format of undertaking by Bidders towards submission of authentic information/documents

AA:: TECHNICAL SPECIFICATION & SCOPE OF SUPPLY:

1. Scope of Supply

The scope of supply would cover supply, installation, commissioning, testing and training of Static Gel strength analyzer. The Static Gel Strength Analyzer used in laboratory for measurement of Static gel strength of oil well cement slurries under certain specified conditions of pressure and temperature in accordance with relevant API specification 10B-6 standards/ ISO 10426-6. The static gel strength development shall be recorded as a function of time. The equipment shall be capable to determine Zero Gel Time, Transition Time (Please refer to the note) under simulated down-hole conditions of pressure and temperature. The system should have modular design so that it can be easily repairable and upgradable in future.

2. General Features

- a. The system shall be self-sufficient and complete in all respects and ready for operation as per the specification
- b. The system shall be brand new and of latest model.
- c. The system shall be capable of measuring static gel strength of cement slurry with time.
- d. All the wetted and non-wetted parts of the equipment should be corrosion resistant as well as of rust proof material.
- e. The system shall be designed for continuous duty application.
- f. The system should be compact and rugged.
- g. Power supply 230 + 10 volts, 50 + 1 Hz, single phase AC.

3. Technical Features

Codes and Standard: (Applicable for procedure): The equipment shall be designed, constructed, tested and function as per API 10B-6 Spec or ISO 10426-6 standards (Latest version).

4. Working Principle of the equipment:

As per API 10B-6 (latest version)/ ISO 10426-6 (latest version.)

5. Technical Specification

Static Gel Strength Analyzer should have the following minimum specifications

i) Slurry Cup Details

- a) Slurry Cup Capacity: As per Manufacturer's design.

b) Slurry Cup Material: Slurry cup and all other parts exposed to the slurry be made of suitable temperature and corrosion resistant steel.

ii) Temperature System

a) The system should have microprocessor based programmable temperature controller with digital temperature indicator.

b) Operating Temperature (Maximum): 400degF (204 degC)

c) Thermocouple: It should have 'J' type thermocouple to read directly the temperature of cement slurry.

d) Temperature accuracy $\pm 2^{\circ}\text{C}$

iii) Pressure System

a) Pressure control device shall be complete with pressurization system and a heavy duty pressure gauge.

b) Operating Pressure 20,000 psi (137 MPa) or more

c) Pressure Accuracy ± 200 psi

d) The pressure rating of the pump should be suitable as per the requirements of the SGSA system.

iv) Static Gel Strength Measurement

a) The system shall provide measurement of static gel strength of cement slurry as per API 10B-6 (latest version)/ ISO 10426-6 (latest version)

b) **Recording of static gel strength:** The equipment shall measure development of static gel strength of cement slurry as a function of time under simulated down hole conditions so that Zero Gel Time & Transition Time (Please refer to the note) can be determined from these data. A state-of-the-art data acquisition software run on a window based computer shall read and plot the real time Static Gel Strength Value (lbs/100 sqft) data with time as the experiment progresses.

Note:

Zero Gel Time: The time from the end of conditioning to reach the static gel strength value of 100 lbs/100sq ft is the Zero Gel Time.

Transition Time: Transition time is the elapsed time from the occurrence of static gel strength of 100 lb/100 sq ft to the occurrence of static gel strength of 500 lb/100 sq ft.

v) Heating/Cooling Jacket

It should have a solid heating/ cooling jacket surrounding the slurry cup.

vi) Calibration and calibrating device

System should have a calibration device to calibrate the equipment. The supplier shall calibrate and produce the test certificate during commissioning of the equipment.

vii) Data Acquisition System and Control System

The system shall include state-of-the-art software that runs on a Microsoft Window-based computer connected via USB. The data acquisition software must be capable of displaying data in digital form and also recording test data simultaneously on the hard drive as the test progresses. All graphical data/ log including static gel strength,

pressure and temperature (with different color code to respective scale) versus time should be printable & convertible in pdf format. All stored data should be easily retrievable.

viii) Computer and Printer Requirements

The minimum computer & printer requirement are:

- a) Operating System: Windows OS (latest version)
- b) Processor: Intel i7 processor or above
- c) Memory: 4GB RAM, 500 GB Hard Disk
- d) No's of Port in CPU: Minimum 4 USB port with LIMS connection facilities
- e) System type: 32 bit operating system
- f) Graphics: 1200X800 resolution or higher
- g) Monitor: LCD/LED 22 inch color monitor
- h) Printer: Color printer
- i) Mouse: Optical mouse with scroll facility

ix) To operate/control (pressure & temperature) from external PC

x) Protection/Safety features

System should have automatic shutdown facility for all electrical functions to prevent damage due to excess temperature, pressure and voltage.

The parameters which are to be set in the equipment and software should be in English Units only.

xi) The instrument should have a system of quick clean up and turn around.

6.0 Special Terms and Conditions:

1. Essential Spares, Consumables, and Tools & Accessories: The bidder shall supply tools and accessories, spares and consumables for initial installation & commissioning free of cost along with the main equipment. The prices of these items should be included in the basic price of the equipment.

2. The unit shall be complete with all other essential operating accessories and consumable required for smooth, efficient running and immediate commissioning after receipt at Duliajan and throughout the warranty period. A declaration by the OEM or the authorized dealer shall be provided mentioning the aforesaid.

3. The bidder has to provide the list of consumables and spares required for 2 (Two) years trouble free operation of the equipment and shall quote the same separately. **However, bidders' quote for consumables and spares required for 2 (Two) year trouble free operation will not be considered for bid evaluation purpose.**
(Note: Without any Price details in the Technical Bid and separately indicating Prices in the Priced Bid)

4. **Material:** Vendor must confirm that material of construction offered for equipment shall be compatible with specified operating conditions and parameters and shall be suitable for intended service except as required or prohibited by data sheet with relevant code & standards.

5. **Name Plate / Marking:** Following information shall be securely stamped / stenciled on the body of the equipment / item or through a metallic plate tagged on the equipment / item.

- a. Manufacturer's Name:
- b. Model No.:
- c. Serial No:
- d. Date / Year of Manufacture:
- e. Oil India Purchase Order No with date.
- f. Any other relevant information.

6. **Miscellaneous: literature, manual, drawings & other relevant documents etc.:** One set of operational and maintenance manual, Instruction Manual, circuit diagram etc. (both hard copy and soft copy) shall be provided by the successful bidders at the time of supply of Static Gel Strength Analyser.

7. **Manufacturing Test & Performance test Certificate:** The equipment has to be tested thoroughly at supplier's yard before shipment for its straightway commissioning. No refurbished built system other than original manufacturer's yard will be accepted. The performance test certificate of the equipment shall be provided prior to dispatch of the equipment from the port of shipment / factory/manufacturing base and one copy of test/Performance certificate must be sent along with the equipment to General Manager (Chemical), Oil India Limited, Duliajan, State :Assam, India PIN: 786602

8. The bidder shall extend all necessary assistance to OIL's representative during the pre-dispatch inspection / testing. Inspection call for carrying out the inspection must be given to Materials Deptt, OIL INDIA LIMITED (OIL) at least two months in advance for making all necessary arrangement for deputing the OIL's representative. To and fro fares, boarding/lodging & other expenses of OIL's representative to be incurred for the Pre-Dispatch Inspection shall be borne by OIL INDIA LIMITED (OIL).

Pre-dispatch inspection / testing charges, if any, should be quoted separately and shall be considered for bid evaluation.

9. Packing: Item should be strictly packed in sturdy, durable & weather proof packing to avoid any transit damage.

10. The licensed copy of software of Data Acquisition system has to be provided along with the equipment.

11. After Sales Service & Spares:

a. The supplier shall provide list of consumables and all the spare parts required for smooth functioning of the equipment .

b. The supplier shall provide a catalogue of spares and consumables with their part number, description and unit price which shall be valid for 2 years along with utility along with the equipment.

c. The original equipment manufacturer (OEM) shall also confirm in writing that the spares for the quoted model will be available for a period of ten years after successful installation and commissioning of the instrument.

d. The supplier shall also provide Tool kit containing essential tools required for repair and maintenance of the apparatus.

e. The supplier shall provide all the essential accessories required to make it a self-sufficient unit and to meet all the functionality of the equipment.

12. Installation, Commissioning and Demonstration/Testing and training:

Installation and commissioning of the total system is in vendor's scope. Vendor is to consider the following points in respect of installation and commissioning activities.

a. Installation and commissioning of the equipment shall be carried out with trial run of samples to the entire satisfaction of user at Chemical Department, OIL, Duliajan premises for its satisfactory performance. The supplier shall replace defective parts if found any, during installation or during the warranty period. During installation the supplier's representatives shall provide hands on training free of cost to the OIL representatives for proper operation and maintenance of the equipment.

b. Installation engineer must report within 30 days of notice issued after arrival of consignment.

c. The installation/commissioning of the equipment should be completed within 30 days of issue notice given by OIL by Fax/e-mail after arrival of equipment.

d. Transportation and lodging/boarding expenses of Service Engineer (s) deputed for Installation/Commissioning and Training shall be borne by the supplier. However, OIL may provide accommodation on request on chargeable basis to the personnel at the time of commissioning /installation of the equipment.

Note : Above Installation, commissioning/testing & Training charges if any; must be quoted separately on lump sum basis which shall be considered for evaluation of the offers.

13. Warranty: The warranty of the equipment shall be 1 year from the date of successful commissioning at designated place.

14. Supplier will have to provide the list of customers to whom Static Gel Strength Analyzer has been sold supported by verifiable Purchase Order copies/installation certificates/satisfactory performance reports etc. (Details of the installations like site, Contact person, Tel No., Fax No., E-mail id etc. to be provided)

15. Annual Maintenance Contract (AMC): OIL may exercise an option for entering into an agreement with the supplier for non-comprehensive AMC after the warranty period of the equipment is over. Therefore, the supplier shall quote for the cost of non-comprehensive AMC for a period of Five years (total 10 visits @ 2 visits per year basis). The supplier shall give an undertaking that the quoted cost of AMC would remain firm for entire period of contract.

16. The cost of AMC will be considered along with the main equipment for bid evaluation.

17. Payment terms: Payment shall be released as follows-

(i) 80% of order value for material supply shall be released on supply against proof of dispatch/shipment.

(ii) Remaining 20% along with the installation/ commissioning cum training charges shall be paid after successful commissioning and acceptance of material by OIL at site.

Payment Term for AMC: Pro rata basis against the submitted invoice after each successfully completed visit.

BB:: GENERAL NOTES TO BIDDERS:

Sl. No.	Clause description
1.0	<p><u>Tender fee is not applicable against this tender.</u></p> <p><u>Bidders to take note of the following:</u></p> <ol style="list-style-type: none"><u>1.</u> Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal<u>2.</u> Necessary Login ID& Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.<u>3.</u> MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi& Village Industries Commission or Khadi& Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit, product category and capacity mentioned in their registration, subject to submission of valid MSE registration certificate issued by appropriate authority.<u>4.</u> For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communications in this regard and request for bid closing date extension on that plea shall not be entertained by Company.

2.0	<p>Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable. The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:</p> <p>a. (i) “MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee</p> <p>The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin- 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
3.0	<p>The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to “General Terms & Conditions” for e-Procurement.</p>
4.0	<p>Bid must be submitted online through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.</p>
5.0	<p>Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to The GM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.</p> <p>a) Original Bid Security along with two duplicate copies of Bid Security. b) Any other documents which have been particularly asked for in this tender for submission.</p>
6.0	<p>Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time, failing which the offer shall be rejected.</p>
7.0	<p>The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The “Techno-commercial Unpriced Bid” shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be</p>

uploaded as attachment in the Attachment Tab “Notes and Attachments”. Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.

- Notes and Attachments → **Only Price Details Should Be Uploaded**
- Technical attachments → **All technical bid documents except price details**

Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “ New Vendor Manual (effective 12.04.2017) ” available in the login Page of the OIL’s E-tender Portal.

8.0 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFX Response-> User - > Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFX Response-> User - > Technical Bid only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.

9.0 PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.

10.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

11.0	Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.
12.0	To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected.
13.0	Other terms and conditions of the tender shall be as per "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
14.0	All the Bids must be Digitally Signed using "Class 3" [Organization] digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" [Organization] digital certificate, will be liable for rejection.
15.0	<p>Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.</p> <p>"In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.</p> <p>Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible."</p>
16.0	Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy,

	<p>2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.</p>
17.0	<p>The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for one year (12 months) from the date of satisfactory commissioning of the equipment at designated place. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.</p>
18.0	<p>Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.</p>
19.0	<p>Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.</p>
20.0	<p>The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure- IX of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL's Independent External Monitors at present are as under:</p> <p>SHRI RAJIV MATHUR, IPS (Retd.), Former Director (IB) Govt. of India e-Mail ID : rajivmathur23@gmail.com</p> <p>SHRI SATYANANDA MISHRA, IAS(Retd.) Former Chief Information Commissioner & Ex-Secretary, DOPT, Govt. of India E-mail Id : satyanandamishra@hotmail.com</p> <p>SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC e-Mail id : jagmohan.garg@gmail.com</p>

21.0	Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.
22.0	<p>Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the new clause is detailed in the Amendment dated 25.04.2016 issued to MM/GLOBAL/01/2005. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value which should remain valid for the period execution, including extension, if any and the entire warranty period in line with tender requirement. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above. Bidders to note the same and to confirm its acceptance in their offers.</p> <p>The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:</p> <p>a. (i) "MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee</p> <p>The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin- 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
23.0	Bidder to sign and submit completely filled up Technical & Commercial check list.
24.0	<p>Payment terms: Payment shall be released as follows-</p> <p>(i) 80% of order value for material supply shall be released on supply against proof of dispatch/shipment.</p> <p>(ii) Remaining 20% along with the installation/ commissioning cum training charges shall be paid after successful commissioning and acceptance of material by OIL at site.</p> <p>Payment Term for AMC: Pro rata basis against the submitted invoice after each successfully completed visit.</p>
25.0	Liquidated Damage: Refer to "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). In case of deduction of LD, LD amount will be deducted along with applicable rate of GST.
26.0	<p>The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty against CIF valuing INR 1.00 Lakh and above(Or value as per prevailing Govt. policy) & concessional IGST during import will be applicable.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority</p>

	<p>Certificate (PAC) under Deemed Export benefit, where import content is declared by the bidder for availing Advance Licence for intermediate Supply. However, Indian bidders will not be issued Recommendatory Letter. Details of Deemed Export benefit are furnished vide Addendum to “General Terms & Conditions” Booklet No. MM/GLOBAL/E-01/2005. The bidders are requested to check the latest position on the subject on their own and OIL shall not accept any liability, whatsoever, on this account.</p> <p>Indigenous Supplier shall furnish the invoice to OIL before the dispatch for obtaining Essentiality Certificate from DGH towards concessional rate of GST against invoice valuing INR 1.00 Lakh and above (Or value as per prevailing Govt. policy).</p> <p>Supplier shall arrange to provide all necessary documents to apply for the essentiality certificate on receipt of request from OIL, if any. Further, supplier shall affect dispatch only on receipt of relevant certificates from OIL, failing which all related liabilities shall be to Supplier’s account.</p>
27.0	<p>Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. A new Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished as Annexure-VIII of the tender document. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable.</p>
28.0	<p><u>Clauses related to GST:</u></p> <ol style="list-style-type: none"> 1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings: <ol style="list-style-type: none"> (a) GST - means any tax imposed on the supply of goods and/or services under GST Law. (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time. 2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd. 3. Offers without giving any of the details of the taxes (Including rates and

amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. When Input tax credit is available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by

	the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
29.0	Along with the technical bid, bidders must submit duly filled undertaking as per format enclosed vide Format-A as undertaking towards submission of authentic information/documents.
30.0	For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

GENERAL CONFORMITY

The bids shall conform generally to the specifications and terms & conditions given in the bid document. Bids shall be liable for rejection in case the materials/services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.

(I) BID REJECTION CRITERIA (BRC)

(A) TECHNICAL:

1.0 BIDDER'S ELIGIBILITY:

1.1 The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s).

OR

1.2 The bidder should be an authorized dealer/authorized distributor /authorized supplier/wholly owned subsidiary of an Original equipment manufacturer (OEM) of the tendered item(s).

2.0 IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):

The bidder must comply to the following:

2.1 The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.

2.2 In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.

2.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:

- (i) Satisfactory supply / completion / installation report (OR)**
- (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)**
- (iii) Consignee receipt / delivery receipt (OR)**

- (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ GST Invoice.
- (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

Note: The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.

3.0 **IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:**

The bidder must fulfill the following requirements:

- 3.1 The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.
- 3.2 Additionally, the bidder himself/themselves should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.
- 3.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:
 - (i) Satisfactory supply / completion / installation report (OR)
 - (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
 - (iii) Consignee receipt/ delivery receipt (OR)
 - (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ GST Invoice.
 - (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

Note: The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.

- 3.4 The bidder shall submit valid **Authorization Certificate/Letter** issued by its Original Equipment Manufacturer (OEM), confirming the Bidder's status as their authorized supplier / dealer / distributor/wholly owned subsidiary (as the case may be) to sell their products with proper warranty and guarantee back -up. Such authorization certificate/ letter shall be valid for the entire period of execution of the order. Offers shall be rejected straightway, if such authority letter is not submitted along with the technical bid.

NOTES TO BIDDER:

- a. Authorization letter must be issued on the official letter head of the OEM clearly mentioning the status of Bidder i.e., whether 'authorized dealer' or 'authorized distributor' or 'authorized supplier' or wholly owned subsidiary of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway.
 - b. Authorization letter issued by the OEM in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.
 - c. In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.
- 4.0 Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.
- 5.0 Authorization letter and warranty/guarantee back-up as aforesaid must be issued to the bidder by the Original Equipment Manufacturer (OEM) in their official letter head only. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.
- 6.0 Unsolicited bids shall be straightway rejected.
- 7.0 Bidder/OEM must submit an undertaking alongwith the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.
- 8.0 Delivery required against this tender is maximum Six (06) months from the date of opening of LC in case order is placed on the foreign supplier OR within Six (06) months from the date of receipt of order in case order is placed on indigenous supplier. Date of clean Bill of Lading (B/L in case of foreign supplier) or Consignment Note date (C/Note date in case of indigenous supplier) shall be considered as delivery date. Bidder must comply the above schedule and confirm in their Techno-Commercial bid. Bids not meeting time schedule as mentioned above shall be summarily rejected.

(B) FINANCIAL CRITERIA:

- 1.0 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum **US\$ 46,403.00 or INR 32.28 Lacs** during any of the preceding 03 (three) financial years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not of the tender.
- 2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender (i.e. FY 2018 - 19).
- 3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year 2018 - 19 has actually not been audited so far'.

Note:

- (a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-
 - i) A certificate issued by a practicing Chartered Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-IV
- OR
- ii) Audited Balance Sheet along with Profit & Loss account. In case of Foreign bidders, self-attested/digitally signed printed published accounts are also acceptable
- (b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

(C) COMMERCIAL

Commercial Bid Rejection Criteria will be as per Section D of General Terms & Conditions of Global Tender (MM/GLOBAL/E-01/2005) with following Special Bid Rejection Criteria.

- 1.0 Bids are invited under **Single Stage Two Bid System**. Bidders shall quote accordingly under Single Stage Two Bid System. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid**. The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” containing the price schedule and the bidder’s commercial terms and conditions must be uploaded separately as designated in e-portal. Bidder not complying with above submission procedure will be rejected.
- 2.0 The prices offered in the Price bid shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price shall be treated as non-responsive and rejected.
- 3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.
- 4.0 Bids containing incorrect statement shall be rejected.
- 5.0 Validity of the bid shall be **minimum 120 days** from the date of actual Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 **Bid security of INR 1,29,130.00 OR US\$ 1,856.00;** shall be furnished as a part of the TECHNICAL BID. **Any bid not accompanied by a proper bid security in ORIGINAL will be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received in hard copy within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 6.1 For exemption from submission of Bid Security, please refer Clause No. 9.8 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
- 6.2 Bank Guarantee towards Bid Security shall remain valid up to **14.03.2020** .
- 7.0 Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of one year (12 months) from the date of satisfactory commissioning of the equipment at designated place against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier’s expenses at no extra cost to OIL.

- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten (10%) of total evaluated value of Order, which should remain valid throughout the period execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above
- 9.0 Offers should be submitted along with Integrity Pact duly signed online by the authorized signatory of the bidder, who signs the Bid. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 10.0 Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below.

(i) **Price Bid Format (SUMMARY) for Foreign Bidders:**

(Prices to be quoted as per Tender Specification, Scope of Supply vide Annexure-I)

- (A) **Total Material Value of Static Gel Strength Analyzer & essential Spares, accessories, consumables, tools & accessories as per tender: (to indicate per Unit Rate & Total thereof)**
- (B) **Packing & FOB charges:**
- (C) **Pre-Shipment Inspection Charges (if any):**
- (D) **FOB Value, A+B+C:**
- (E) **Overseas Freight Charges upto Kolkata, India:**
- (F) **Banking & Insurance, @1.5% of D :**
- (G) **CIF Value, D+E+F :**
- (H) **IGST @ 5% on G:**
- (I) **Compensatory Cess, if any:**
- (J) **CIF+IGST Value, G+H+I :**
- (K) **Total Installation, Commissioning/testing & Training Charges (if any) :**
- (L) **Applicable rate of GST & Compensatory Cess, if any on K:**
- (M) **AMC Charges for 5 Years after warranty period: (Please indicate per year AMC charges as specified in Annexure -I)**
- (N) **Applicable rate of GST & Compensatory Cess, if any on M:**
- (O) **Total Value, J+K+L+M+N:**
- (P) **Total Value in words :**
- (Q) **Gross Weight:**
- (R) **Gross Volume :**

(ii) **Price Bid Format (SUMMARY) for Indigenous Bidders:**

(Prices to be quoted as per Tender Specification, Scope of Supply vide Annexure-I)

- (A) **Total Material Value of Static Gel Strength Analyzer & essential Spares, accessories, consumables, tools & accessories as per tender: (to indicate per Unit Rate & Total thereof)**
- (B) **Packing & Forwarding charges, if any:**
- (C) **Pre-Shipment Inspection Charges (if any)**
- (D) **Total Ex-Works Value, A+B+C:**
- (E) **Applicable rate of GST on D:**

- (F) Compensatory Cess, if any:**
- (G) Total FOR Despatching Station Value, D+E+F:**
- (H) Inland Freight Charges upto Duliajan, Assam including GST:**
- (I) Transit Insurance Charges @0.5% of G including GST:**
- (J) Total Installation, Commissioning/testing & Training Charges (if any):**
- (K) Applicable rate of GST & Compensatory Cess, if any on J:**
- (L) AMC Charges for 5 Years after warranty period:
(Please indicate per year AMC charges as specified in Annexure -I)**
- (M) Applicable rate of GST & Compensatory Cess on L:**
- (N) Total Value, G+H+I+J+K+L+M:**
- (O) Total Value in words :**
- (P) Gross Weight:**
- (Q) Gross Volume:**
- (R) Import Content, if any:**

Note: i) Please indicate HSN /SAC Code of the quoted material, accessories & services. Cost of the individual items should be shown separately.

ii) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

iii) For enquiries with duty exemption benefit – The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable customs duty for import of goods shall be zero. However, IGST @5% shall be applicable during import. IGST /Concessional GST @5% shall be applicable for Indigenous bidders also.

11.0 Bidder shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- i) Liquidated Damages
- ii) Warranty/Guarantee of material
- iii) Arbitration / Resolution of Dispute
- iv) Force Majeure
- v) Applicable Laws

12.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:

- a) Validity of bid shorter than the validity indicated in the Tender.
- b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
- c) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

(II) BID EVALUATION CRITERIA

The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per General Terms and Conditions for Global Tender and the Bid Evaluation Criteria given below:

- 1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided under (I), (C), Commercial Para 10.0 and detailed below.
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.0 To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made as under, subject to corrections / adjustments, if any.

4.1 When only foreign bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in para **10.0, (i), (O) of (I), (C), Commercial** above.

NOTE: *Banking charge in the country of the foreign bidder shall be borne by the bidder. Banking charge 1% for payment through Letter of Credit. If confirmed L/C at buyer's account is required, 1.5 % will be loaded.

4.2 When only domestic bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in para **10.0, (ii), (N) of (I), (C), Commercial** above.

4.3 When both foreign and domestic bidders are involved:

The Grand Total Value of domestic bidder **as per para 10.0, (ii), (N) excluding (H+I) of I, (C), Commercial i.e** Grand Total Value of domestic bidder excluding inland transportation charges including GST and Insurance charges including GST worked out as above and Grand Total Value of the foreign bidder worked out **as per para 10.0, (i), (O) of I, (C), Commercial** will be compared.

Note: When more than one domestic bidders fall within price preference range, inter-se-ranking will be done on Grand Total Value basis. If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

- 5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC shall prevail.

COMMERCIAL CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl#	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format Sent separately? If YES, provide details	Yes / No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of NIT Payment Terms	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule of the tender?	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
9.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance) ?	Yes / No

9.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	Yes / No
10.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
10.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
10.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
11.0	Whether all BRC/BEC clauses accepted ?	Yes / No
12.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
12.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No
12.2	Whether all Financial documents as per BRC Financial have been uploaded?	Yes / No

Signature _____

Name _____

Designation _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTARD ACCOUNTANTS’ FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the bidder) for the last three (3) completed accounting years upto..... **(as the case may be)** are correct

YEAR	TURN OVER In INR (Rs.) Crores/ US \$ Million) *	NET WORTH In INR (Rs.) Crores / US \$ Million) *

*Rate of conversion (if used any): USD 1.00 = INR

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

***Applicable only for GLOBAL tenders**

**Format of undertaking by Bidders towards submission of authentic information/documents
(To be typed on the letter head of the bidder)**

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
The HOD-Materials
Materials Deptt,
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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Annexure- IIIC: Bidder's Response Sheet (Technical BRC Clauses)

	<u>BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)</u>	Compliance /Non-Compliance
	<u>GENERAL CONFORMITY</u>	
	The bids shall conform generally to the specifications and terms & conditions given in the bid document. Bids shall be liable for rejection in case the materials/services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.	
	<u>BID REJECTION CRITERIA (BRC)</u>	
	TECHNICAL:	
(A)	<u>BIDDER'S ELIGIBILITY:</u>	
1.0		
1.1	The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s).	
	OR	
1.2	The bidder should be an authorized dealer/authorized distributor /authorized supplier/wholly owned subsidiary of an Original equipment manufacturer (OEM) of the tendered item(s).	
2.0	<u>IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):</u>	-
	The bidder must comply to the following:	
2.1	The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.	

2.2	In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.	
2.3	Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:	
	(i) Satisfactory supply / completion / installation report (OR)	
	(ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)	
	(iii) Consignee receipt delivery receipt (OR)	
	(iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat./GST Invoice	
	(v) Any other documents which shall prove that the bidder has successfully executed such order (s).	
	Note: The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.	
3.0	<u>IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:</u>	
	The bidder must fulfill the flowing requirements:	
3.1	The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment proceeding to the original Bid Closing date of the tender.	

3.2	Additionally, the bidder himself/themselves should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.	
3.3	Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:	
	(i) Satisfactory supply / completion / installation report (OR)	
	(ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)	
	(iii) Consignee receipt delivery receipt (OR)	
	(iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat./GST Invoice	
	(v) Any other documents which shall prove that the bidder has successfully executed such order (s).	
	Note: The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.	
3.4	The bidder shall submit valid Authorization Certificate/Letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidder's status as their authorized supplier / dealer / distributor/wholly owned subsidiary (as the case may be) to sell their products with proper warranty and guarantee back -up. Such authorization certificate/ letter shall be valid for the entire period of execution of the order. Offers shall be rejected straightway, if such authority letter is not submitted along with the technical bid.	
	<u>NOTES TO BIDDER:</u>	

	a. Authorization letter must be issued on the official letter head of the OEM clearly mentioning the status of Bidder i.e., whether ‘authorized dealer’ or ‘authorized distributor’ or ‘authorized supplier’ or wholly owned subsidiary of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway.	
	b. Authorization letter issued by the OEM in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.	
	c. In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.	
4.0	Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.	
5.0	Authorization letter and warranty/guarantee back-up as aforesaid must be issued to the bidder by the Original Equipment Manufacturer (OEM) in their official letter head only. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.	
6.0	Unsolicited bids shall be straightway rejected.	

7.0	Bidder/OEM must submit an undertaking alongwith the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.	
8.0	Delivery required against this tender is maximum Six (06) months from the date of opening of LC in case order is placed on the foreign supplier OR within Six (06) months from the date of receipt of order in case order is placed on indigenous supplier. Date of clean Bill of Lading (B/L in case of foreign supplier) or Consignment Note date (C/Note date in case of indigenous supplier) shall be considered as delivery date. Bidder must comply the above schedule and confirm in their Techno-Commercial bid. Bids not meeting time schedule as mentioned above shall be summarily rejected.	