



FORWARDING LETTER

M/s _____

Sub: Tender No. SDG2379L20/06 for SUPPLY, INSTALLATION & COMMISSIONING OF 01 NO. OF UV-VIS SPECTROPHOTOMETER

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites Limited International Competitive Bids (ICB) from competent and experienced manufacturers through OIL’s e-procurement site for **“SUPPLY, INSTALLATION & COMMISSIONING OF 01 NO. OF UV-VIS SPECTROPHOTOMETER”**. One complete set of Bid Document for above is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

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| E-Tender No | : | SDG2379L20/06 DATED 04.09.2019 |
| Type of Bidding | : | SINGLE STAGE COMPOSITE BID SYSTEM |
| Tender Fee | : | NOT APPLICABLE |
| Bid Closing Date & Time | : | 16.10.2019; 11:00 HRS. |
| Technical Bid Opening Date & Time | : | 16.10.2019; 14:00 HRS. |
| Price Bid Opening Date & Time | : | 16.10.2019; 14:00 HRS |
| Bid Security Amount | : | INR 31,800.00 OR USD 460.00 |
| Bid Security Validity | : | Upto 13.04.2020 |
| Bid Submission Mode | : | Bids must be uploaded online in OIL’s E-procurement portal |
| Bid Opening Place | : | Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India. |
| Bid Validity | : | Bid should be valid for 90 days from actual bid closing date. |
| Original Bid Security to be submitted | : | Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India. |

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| Performance Guarantee | : | Applicable @ 10% of Order value |
| Integrity Pact | : | Not Applicable |
| Contact Details | : | A. D. SINGH, SR. PURCHASE OFFICER E-MAIL: MATDMMFD1@OILINDIA.IN; PHN: 0374-2808724 |
| E-Tender technical Support | : | TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: ERP_MM@OILINDIA.IN |
| Bids to be addressed to | : | GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India. |
| LIST OF ANNEXURES APPLICABLE | | |
| General Terms & Conditions | : | MM/GLOBAL/E-01/2005 for E-Procurement ICB Tenders |
| Annexure-A | : | Specification and various notes to bidders |
| Appendix-A1 | : | Undertaking towards submission of authentic information/documents |
| Appendix-A3 | : | Price bid format |
| Annexure-B | : | Checklist (commercial) |
| Others | : | All other documents uploaded online in OIL's E-procurement portal. |

3.0 OIL now looks forward to your active participation in the Tender.

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

sd/-
(A. D. Singh)
Sr. Purchase officer (FD)
For GM Materials
For Resident Chief Executive

AA:: SPECIFICATIONS & QUANTITY DETAILS:

| Item no | Material Description | Quantity |
|---------|--|----------|
| 10 | <p style="text-align: center;"><u>UV-VIS Spectrophotometer</u></p> <p>UV-VIS Spectrophotometer with following technical specifications :</p> <p>PC based double beam UV – VIS Spectrophotometer</p> <ol style="list-style-type: none"> 1. Wavelength Range: 190 to 900 nm, or wider 2. Wavelength Accuracy: 0.5 nm or better 3. Wavelength Repeatability: 0.05 nm or better 4. Photometric Mode: Transmittance and Absorbance 5. Photometric Range: (-)8 Abs to (+)8 Abs (minimum) 6. Photometric accuracy: 0.005 A at 1A or better 7. Wavelength Selection: Manual as well as Automatic (based on method selection) 8. Wavelength Resolution: 0.1 nm or better 9. Spectral Bandwidth: 0.1 to 5 nm 10. Stray Light: 0.00005% at 220nm, NaI, or lower 11. Method and software update: Software update should be provided by the party free of cost or should be downloadable via internet on a different PC and transferable to UV-VIS datastation (PC) through a USB stick 12. Communication interface : USB 13. Footprint (spectrophotometer only, excluding PC/datastation) : Benchtop model; Width not exceeding 500 mm 14. Power requirement: 220-230 V/50 Hz, AC 15. The supplier should provide the following items along with the equipment <ol style="list-style-type: none"> a) Square cell made of Quartz, 10 mm path length, two pairs b) Other accessories like Software package, power cord and other cables, and other items required for operating the Instrument should be supplied along with the Instrument for immediate installation & commissioning on receipt of the equipment at R&D Laboratory in Duliajan. | 1 No. |
| 20 | Installation & commissioning of the above equipment | 1 AU |

BB:: SPECIAL NOTES TO BIDDERS:

- 1.0 The bidder should be either Original Equipment manufacturer (OEM) of the items or authorized distributor / dealer / supply house of the Original Equipment manufacturer (OEM).
- 1.1 In case the bidder is an authorized distributor / dealer / supply house of the Original Equipment manufacturer (OEM), then bidder must furnish Authorization certificate cum warranty backup letter (sealed and signed) from the manufacturer in original on manufacturer's letter head along with the offer. This certificate must be valid at the time of bidding and should remain valid during the entire execution period of the order. The concerned manufacturer should also guarantee of supplying the items to the bidder in the event of an order on the bidder.
- 2.0 The items supplied shall be brand new, unused & of recent manufacture (not prior to six months from date of issuance of Letter Of Intent). Supplier shall warrant that the product supplied will be free from all defects & fault in material, workmanship & manufacture. This clause shall be valid for 12 months from the date of commissioning at site. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on FOR destination basis including payment of all taxes and duties at Seller's expense. Suppliers must confirm the same in their quotations.
- 3.0 The Make and Model of the offered instrument should be clearly mentioned in the offer document. The original product catalogue (from the OEM) of the offered model must accompany the quotation submitted against this enquiry.
- 4.0 The Bidders should quote for all the items in NIT. Incomplete bids shall be rejected.
- 5.0 The offered item should conform to every point in the technical specification as outlined in the enquiry. Any offer either not mentioning or deviating from any of the technical specifications outlined in the enquiry for that item will be rejected.
- 6.0 **Installation & Commissioning:**
 - a) The successful bidder will be required to install and commission the offered instrument at R&D Department, Oil India Limited, Duliajan, Assam, India by OEM trained and authorized service engineer. The installation engineer should demonstrate all features of the system at the time of installation and impart operational training at site to the laboratory personnel.
 - b) The supplier should clearly mention the Installation and Commissioning terms (Free-of-Cost / chargeable as extra). In case the supplier wishes to charge an additional amount for installation and commissioning, they should clearly mention this installation term and the chargeable amount in their offer.
 - c) The installation and commissioning charges inclusive of service tax (GST) to be quoted separately and would be considered for evaluation of the offer. These charges should include amongst others to and fro fares, boarding / lodging, local transport at Duliajan inclusive of to & fro transportation to site from Duliajan and other expenses of supplier's commissioning personnel during their stay at Duliajan, Assam (India).
 - d) The Bidder/Supplier should provide pre-installation requirements along with the offer.


- 7.0 The original operation and maintenance manuals should be supplied with the instrument.
- 8.0 The bid documents should include a confirmation from the original equipment manufacturer (OEM) that the spares for the quoted model shall be available for a minimum period of five (05) years from the date of installation of the instrument.
- 9.0 The bid documents should include the standard warranty offered by the OEM, which should be for one year (minimum) from the date of commissioning of the instrument.
- 10.0 **ANNUAL MAINTENANCE CONTRACT (AMC):**
- a) The rate for AMC (**non-comprehensive**) for three (03) years from the date the warranty is over, should be quoted with year-wise breakup, which shall be taken into account for evaluation of the bids.
 - b) While quoting for AMC, the bidder should take into account one (01) preventive maintenance visit and two (02) breakdown visits per year by an OEM trained and authorized service engineer. In case of breakdown visit, the service engineer must come to attend the equipment to make it operational within 15 (fifteen) days after receiving the intimation. In case he cannot rectify the problem during his first visit, and has to visit again to rectify the problem reported/identified originally, all those visits would be considered as single breakdown visit.
 - c) The bidders must submit a written undertaking that they would be able to provide AMC service at the quoted rates after expiry of warranty.
- 11.0 **Bidder should categorically confirm in the technical bid for delivery of the items within four (04) months from the issuance of Firm Purchase Order/ after establishment of letter of credit (in case of foreign bidder). Commissioning shall be completed within 01 (one) months after receipt of site clearance notification from OIL. Bidders are requested to categorically confirm the same in their offer else their offer shall be rejected.**
- 12.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
- 13.0 Bidder shall submit the duly filled in and signed "Commercial check list" along with the technical bid.

CC:: GENERAL NOTES TO BIDDERS:

| SI No | Clause description |
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| 1.0 | <p>a) 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</p> <p>b) 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.</p> |
| 2.0 | <p>Submission of 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.</p> <p>The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <ul style="list-style-type: none">(i) MT 760 / MT 760 COV for issuance of Bank Guarantee(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL.</p> <p>Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.</p> |
| 2.1 | <p>Bid Security (EMD) as applicable must either be deposited through online payment gateway or submitted to OIL in the form of original Bank Guaranty (hard copy) on or before the scheduled Bid Closing date of the Tender. The Validity and Amount of Bid Security (EMD) must be strictly as specified in the covering letter of this bid document. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same.</p> |

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| 2.2 | For exemption for 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). |
| 3.0 | <p>Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of Order within 30 days of receipt of LOI/notification of award. The Performance Bank Guaranty must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL’s Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.</p> <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. Bidders to note the above and to confirm its acceptance in their offers.</p> <p>The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <ul style="list-style-type: none"> (i) MT 760 / MT 760 COV for issuance of Bank Guarantee (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL.</p> <p>Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.</p> |
| 4.0 | The Integrity Pact is not applicable against this tender. |
| 4.1 | Online Bid must be uploaded together with the Integrity Pact and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway. |

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| 5.0 | <p>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per Appendix-A1 along with their offer failing which their offer shall be liable for rejection.</p> |
| 5.1 | Bids containing incorrect/false/misleading statement(s) shall be rejected. |
| 6.0 | <p>The items covered in this Tender shall be used by Oil India Limited in the R&D Department of OIL which is recognized/registered with DSIR (Govt of India) and hence Nil rate of Customs Duty towards import (for foreign bidders) and concessional GST @5% (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.</p> <p>Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes & Duties in India shall be to the account of Oil India Limited.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.</p> <p>Supplier shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Suppliers shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.</p> |
| 7.0 | <p>Payment terms: Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)</p> |
| 8.0 | <p>Liquidated Damage: Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). The applicable GST on the Liquidated Damage shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.</p> |
| 9.0 | Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected. |
| 10.0 | 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. |
| 11.0 | <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> |

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| 12.0 | Bids received in physical form against online invitation shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained. |
| 13.0 | All the Bids must be Digitally Signed using “Class 3” 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” digital certificate, will be liable for rejection. |
| 14.0 | <p>The tender is invited under SINGLE STAGE-COMPOSITE 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 uploaded as attachment in the Attachment Tab “Notes and Attachments”.</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="border: 1px solid black; padding: 5px; display: inline-block;">Notes and Attachments</div> <div style="margin-left: 10px;">→ Only Price Details Should Be Uploaded</div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; display: inline-block;">Technical attachments</div> <div style="margin-left: 10px;">→ All technical bid documents except price details</div> </div> <p style="margin-top: 20px;">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.</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;">  </div> |
| 14.1 | Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer. |

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| 14.2 | For convenience of the qualified Bidders and to improve transparency, the rates/cost 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 from 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. |
| 15.0 | 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. |
| 16.0 | 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. |
| 17.0 | Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc. |
| 18.0 | To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of tender clauses and such clarifications fulfilling the tender clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected. |

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| 19.0 | 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. |
| 20.0 | Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation. |
| 21.0 | Original Bid Closing Date shall be considered by OIL for evaluation in case of any extension of the original bid closing date. |
| 22.0 | 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. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable. Policy details are available in APPENDIX-A2 NOT APPLICABLE AGAINST THIS TENDER |
| 23.0 | In case of placement of order, OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the party in their offer. In case the order is converted to C&F Kolkata Port, the performance security amount shall also be enhanced considering the quoted ocean freight charges. |
| 24.0 | Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single Window facility having office of local agent in India at Kolkata and offer 14 days free detention time of containers at discharging port. |
| 25.0 | Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA 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. |
| 26.0 | Validity of the bid shall be minimum 90 days from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected. |
| 27.0 | Integrity Pact- NA |
| 28.0 | Bidders 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 |

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| 29.0 | <p>A bid shall be rejected straightway if it does not conform to any one of the following clauses:</p> <p>a) Validity of bid shorter than the validity indicated in the Tender.</p> <p>b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.</p> <p>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.</p> |
| 30.0 | <p>The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition</p> |
| 31.0 | <p>Bidders are required to submit their price bids strictly as per the formats provided vide Appendix -A3</p> |
| 32.0 | <p>The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender and as mentioned in para 36.0</p> |
| 33.0 | <p>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.</p> |
| 34.0 | <p>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.</p> |
| 35.0 | <p>To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as mentioned in para 36.0, subject to corrections / adjustments given herein.</p> <p><u>Note:</u> a) 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.</p> <p>b) For enquiries with duty exemption benefit – The items covered under this enquiry shall be used by OIL in the PEL/ML areas and hence, applicable customs duty for import of goods shall be zero in case of Foreign Bidders. However, IGST @5% shall be applicable. Indigenous bidder shall be eligible for concessional rate of GST @5% against Essentiality Certificate.</p> |
| 36.0 | <p>A) When only foreign bidders are involved: The Total Value of Foreign bidder as worked out as per para Appendix-A3 (i) L below shall be compared.</p> <p>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. And 1.5 % if confirmed LC at buyer's account is required.</p> |

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| | <p><u>B) When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response:</u></p> <p>The Total Value of Domestic bidder as worked out as per para <u>Appendix-A3 (ii) K</u> shall be compared.</p> <p><u>C) When both foreign and domestic bidders are involved:</u></p> <p>The Total Value of domestic bidder as worked out as per para <u>Appendix-A3 (ii) K (Excluding F & G)</u> below and Total Value of the foreign bidder worked out as per Para <u>Appendix-A3 (i) L</u> below will be compared.</p> <p>Note: 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.</p> |
| 37.0 | <p>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 Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.</p> |
| 38.0 | <p><u>Clauses related to Goods & Service Tax (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.

**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)

PRICE BID FORMATS**(i) Price Bid Format (SUMMARY) for FOREIGN BIDDERS:**

| Name of Bidder: | | Currency: |
|-----------------|--|--------------|
| Sl. No | Particulars | Price quoted |
| A | Total Material Cost for items ref. Annexure-A, Specifications & Quantity Details -AA, Item No. 10 | |
| B | Packing & FOB Charges | |
| C | Total FOB Port of Shipment Value, A+B | |
| D | Ocean Freight Charges upto Kolkata, India | |
| E | Insurance Charges @0.5% of C | |
| F | Banking Charges @1% of C in case of payment through LC/SD (if confirmed LC at buyer's account is required, 2% of C will be loaded) | |
| G | Total CIF Kolkata Value, C+D+E+F | |
| H | IGST @5% of G | |
| I | Total CIF+GST Kolkata Value, G+H | |
| J | Installation & Commissioning charges, if any, inclusive of taxes (ref. Annexure-I, Specifications & Quantity Details -AA, Item No. 20 & Special Notes- BB : Para 6.0) | |
| K | Total AMC (non-comprehensive) charges for three (03) years from the date the warranty is over, inclusive of taxes (ref. Annexure-I, Special Notes- BB : Para 10.0) with year wise break- up | |
| | 1 st Year: | |
| | 2 nd Year: | |
| | 3 rd Year: | |
| L | Total Value, I+J+K | |
| M | Total Value in words: | |
| N | Tentative Gross Weight | |
| O | Tentative Dimensions | |
| P | Name of Manufacturer | |
| Q | Port of Despatch | |
| R | Country of Origin | |

(ii) Price Bid Format (SUMMARY) for INDIGENOUS BIDDERS:

| Name of Bidder: | | Currency: |
|-----------------|---|--------------|
| Sl. No | Particulars | Price quoted |
| A | Total Material Cost for items ref. Annexure-A, Specifications & Quantity Details –AA, Item No. 10 | |
| B | Packing & Forwarding Charges | |
| C | Total Ex-Works Value, A+B | |
| D | GST@5% of C against Essentiality Certificate | |
| E | FOR Despatching Station Value, C+D | |
| F | Freight charges upto Duliajan including GST | |
| G | Insurance charges@0.5% of E upto Duliajan including GST | |
| H | Total FOR Duliajan Value, E+F+G | |
| I | Installation & Commissioning charges, if any, inclusive of taxes (ref. Annexure-I, Specifications & Quantity Details –AA, Item No. 20 & Special Notes- BB : Para 6.0) | |
| J | Total AMC (non-comprehensive) charges for three (03) years from the date the warranty is over, inclusive of taxes (ref. Annexure-I, Special Notes- BB : Para 10.0) with year wise break-up | |
| | 1 st Year: | |
| | 2 nd Year: | |
| | 3 rd Year: | |
| K | Total Value, H+I+J | |
| L | Total Value in words: | |
| M | Import Content, if any | |
| N | Tentative Gross Weight | |
| O | Tentative Dimensions | |
| P | Name of Manufacturer | |
| Q | Place of Despatch | |
| R | Country of Origin | |

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.

| <u>Sl No</u> | <u>REQUIREMENT</u> | <u>COMPLIANCE</u> |
|--------------|---|-------------------|
| 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 |
| | If quoted as OEM Dealer / Supply House | Yes / No |
| 2.2 | (a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer /supply House for the product offered ? | Yes / No |
| | (b) Whether manufacturer's back-up Warranty/ Guarantee certificate submitted? | Yes / No |
| 3.0 | Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) 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 tender Payment Terms as per NIT ? | 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 | Yes / No |
| 6.1 | Whether cost of Recommended Spares for 2 years of operations quoted? | 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? | NA |
| 12.1 | Whether all the clauses in the Integrity Pact have been accepted? | NA |

Signature _____

Name _____

Designation _____

TO BE FILLED UP IN DETAIL:

| Sl No | Requirement | Bidder's Reply |
|--------------|---|-----------------------|
| 01 | Mention Make and Model of the Items quoted | |
| 02 | Mention Bid validity quoted | |
| 03 | Mention Payment Terms quoted | |
| 04 | Mention Guarantee/Warranty Terms quoted | |
| 05 | Mention Delivery Period quoted | |
| 06 | Mention Country of Origin | |
| 07 | Mention Port of Despatch / Despatching Station | |
| 08 | Confirm submission Integrity pact, if required as per NIT | NOT APPLICABLE |
| 09 | Confirm submission PBG, if required as per NIT | |
| 10 | Compliance to: a) Liquidated Damage b) Warranty/Guarantee c) Arbitration/Resolution of Dispute d) Force Majeure e) Applicable laws | |
| 11 | Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents | |

Signature _____

Name _____

Designation _____

Tender No. : SDG2379L20/06
Tender Date : 04.09.2019
Bid Closing On : 16.10.2019 at 13:00 hrs.(IST)
Bid Opening On : 16.10.2019 at 13:00 hrs.(IST)

Tender issued to following parties only:

| Sln0 | V_Code | Vendor Name | City/Country |
|------|--------|-------------------------------------|----------------|
| 1 | 100675 | SHIMADZU(ASIA PACIFIC) PTE LTD , | SINGAPORE |
| 2 | 101363 | PERKIN ELMER SINGAPORE PTE LTD | SINGAPORE |
| 3 | 103533 | THERMO FISHER SCIENTIFIC PTE LTD | SINGAPORE CITY |
| 4 | 203647 | AGILENT TECHNOLOGIES INDIA PVT LTD | NEW DELHI |
| 5 | 205811 | AGILENT TECHNOLOGIES INDIA PVT. LTD | BANGALORE |
| 6 | 207013 | PERKIN ELMER INDIA PVT. LTD. | KOLKATA |
| 7 | 207390 | TOSHVIN ANALYTICAL PVT. LTD. | KOLKATA |
| 8 | 208812 | THERMO FISHER SCIENTIFIC INDIA PVT | KOLKATA |
| 9 | 209081 | PERKINELMER (INDIA) PVT. LTD | MUMBAI |
| 10 | 215040 | PERKINELMER (INDIA) PVT. LTD | THANE |
| 11 | 215205 | INDO SCIENTIFIC & SURGICALS | KOLKATA |
| 12 | 403401 | THERMO FISHER SCIENTIFIC INDIA PVT. | MUMBAI |
| 13 | 407529 | THERMO FISHER SCIENTIFIC INDIA PVT. | BANGALORE |