



**FORWARDING LETTER**

M/s \_\_\_\_\_

Subject: **Tender No. SDH5442P21/06 Dated 15.10.2020 for Procurement of Spinning Drop Video Tensiometer**

Dear Sir/Madam,

- 1.0 **OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Navratna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), 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 to its operations, OIL invites International Competitive Bids (ICB) from competent and experienced manufacturers through OIL's e-procurement site for "**PROCUREMENT OF Spinning Drop Video Tensiometer**". 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:

E-Tender No	:	<b>SDH5442P21/06 DATED 15.10.2020</b>
Type of Bidding	:	<b>SINGLE STAGE COMPOSITE BID SYSTEM</b>
Tender Fee	:	NOT APPLICABLE
Bid Closing Date & Time	:	<b>16.12.2020; 11:00 HRS.</b>
Technical Bid Opening Date & Time	:	<b>16.12.2020; 14:00 HRS.</b>
Price Bid Opening Date & Time	:	<b>16.12.2020; 14:00 HRS.</b>
Bid Security Amount	:	<b>INR 91,550.00.00 OR USD 1220.00</b>
Bid Security Validity	:	<b>Minimum Up to 30.06.2021</b>
Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
Bid Opening Place	:	Office of CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	:	Bid should be valid for <b>90 days</b> from actual bid closing date.
Original Bid Security to be submitted	:	Office of CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.

Performance Guarantee	:	Applicable @ 10% of Order value
Integrity Pact	:	Not Applicable
Contact Details	:	KUMAR ABHIMANYU, Manager Materials (FD) E-MAIL: <a href="mailto:kumar_abhimanyu@oilindia.in">kumar_abhimanyu@oilindia.in</a> <a href="mailto:matdmmfd1@oilindia.in">matdmmfd1@oilindia.in</a> ; PHN: 0374-2808724
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: <a href="mailto:erp_mm@oilindia.in">erp_mm@oilindia.in</a>
Bids to be addressed to	:	CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
<b>LIST OF ANNEXURES APPLICABLE</b>		
General Terms & Conditions	:	MM/LOCAL/E-01/2005 for E-Procurement Tenders
Annexure-I AA	:	Item Details and Quantities of Items
Annexure-I BB	:	Special Notes
Annexure-II AA	:	General Notes to Bidders
Others	:	Any other document uploaded online in OIL's E-procurement portal and all applicable Annexures as per Document MM/GOBAL/E-01/2005.

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

Thanking You!  
Yours Faithfully,  
OIL INDIA LIMITED

(KUMAR ABHIMANYU)  
Manager Materials (FD)  
For CGM-Materials (HoD)  
For Resident Chief Executive

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## ANNEXURE – I: AA :: ITEM DETAILS & QUANTITY OF ITEMS

SL NO/Ma t Code	ITEM DESCRIPTION	QUANTITY
10 OC00 0021	<p>Item:</p> <p>High performance Computer controlled and fully automatic Video Spinning Drop Tensiometer for the measurement of Interfacial Tension of two immiscible liquids at temperature upto 120 °C complete with following essential components &amp; features, Technical specifications etc.:</p> <p>Broad Scope-Essential Components &amp; Features of the equipment:</p> <p>1.1 Video Based (10 images/sec or better) with high resolution (750 x 550 pixels or better)</p> <p>1.1.1 Stage for mounting the measuring cell</p> <p>1.1.2 The angle of the stage of the measuring cell shall be adjustable</p> <p>1.1.3 Fast Exchangeable measuring cell</p> <p>1.1.4 Temperature controlled chamber containing the measuring cell</p> <p>1.1.5 Touch screen or suitable local control</p> <p>1.1.6 Illumination of the chamber containing the measuring cell</p> <p>1.2 PC with Software capable for various functions as detailed below</p> <p>1.2.1 Calculation of the Interfacial Tension based on spinning drop contour as per various methods including Young Laplace method</p> <p>1.2.2 Control of the rotational speed of the measuring cell</p> <p>1.2.3 Control of the tilt of the measuring cell mounting base</p> <p>1.2.4 Control of the camera position</p> <p>1.2.5 Automatic Calibration of the drop</p> <p>1.2.6 Automatic Drop Hold Function to maintain the drop within the view of the camera by automatic tilting and/or camera movement so that time dependent IFT can be measured without manual intervention.</p> <p>1.2.7 Automatic temperature recording</p> <p>1.2.8 Recording of time dependent and temperature dependent Interfacial Tension</p> <p>1.2.9 Export of measurement values</p> <p>1.2.10 Storage of video, image for taking measurement later on in case of fast decrease in Interfacial Tension</p> <p>1.2.11 Liquid data base with density, refractive index etc. as applicable in the calculation formula for IFT</p> <p>1.2.12 Automatic compensation of the temperature dependent parameters like density, refractive index etc.</p> <p>1.2.13 Adjustment of the illumination of the chamber</p>	<b>01 NO.</b>

	<p>1.2.14 Optical Zoom</p> <p>1.3 Temperature control system</p> <p>1.3.1 Temperature range: Temp range of 120 deg C or better</p> <p>1.3.2 Provision of Reverse Cooling if it is a system requirement</p> <p>1.4 Detailed Technical Specification:</p> <p>1.4.1 Interfacial tension measurement range: 0.000001 mN/m to 2000 mN/m</p> <p>1.4.2 Temperature measurement range: 0 to +130°C or more</p> <p>1.4.3 0 to 15000 rpm or better &amp; continuously adjustable</p> <p>1.4.4 Long term stability of the absolute rotational speed within <math>\pm 1</math> rpm</p> <p>1.4.5 Tilt angle of the measuring cell stage <math>\pm 10</math> degree and more</p> <p>1.4.6 Must be compatible with Power supply 230 VAC, 50 Hz</p>	
20	Installation & Commissioning	<b>01 AU</b>

## **ANNEXURE – I: BB: SPECIAL NOTES:**

### SPECIAL NOTES FOR BIDDERS:

1.0 DOCUMENTATION: All the documents / manuals to be provided in English

#### 1.1 **Along with offer:**

1.1.1 Detailed technical literature/brochure/supporting specifications – 2 copies

1.1.2 The list of users (preferentially oil & gas companies) with their addresses (including e-mail, Contact no.) to whom the equipment has been sold within last 3 years including sales in India, if any, OIL will have an option to seek performance reports/comments from these users.

1.1.3 List of essential spares with quantity for smooth running of the instrument for (2) two years after the expiry of the warranty period. The Price of the same shall be provided in the price bid.

1.1.4 List of optional spares and consumables with their description, quantity. Price of the same shall be mentioned along with the price bid. However, it will not be considered for bid evaluation.

1.1.5 List of authorized representatives/agencies/suppliers who can provide after sale maintenance service/calibration facility in India with their addresses.

1.1.6 Guarantee certificate for the lifetime supply on OEM's letter head (i.e. for at least ten (10) years after the warranty period) of spares & consumables for the equipment.

1.1.7 List of accessories, mechanical tools, consumable spares etc. included in the installation kit.

#### 1.2 **Along with supply of equipment:**

1.2.1 Operation and maintenance manual - 2 sets

1.2.2 Application software manual - 2 sets

1.2.3 Spare parts / consumable catalogue with price list - 2 sets

1.2.4 MSDS in case any hazardous chemicals are used with the instrument.

- 2.0 The bidder should submit the filled bid documents: FORMAT - A (NO DEVIATION CONFIRMATION) and FORMAT - B (TECHNICAL COMPLIANCE SHEET)
- 3.0 ONSITE INSTALLATION, COMMISSIONING & DEMONSTRATION
- 3.1 Bidder/supplier should provide details of the system requirement along with the essential space/safety requirement and power requirement for the equipment as well as for accessories supplied with the equipment.
- 3.2 Bidder/supplier shall be responsible for successful onsite installation/commissioning and satisfactory demonstration of its features, operation and application, routine and preventive maintenance aspects of the equipment at OIL specified premises within thirty (30) days from the intimation from user regarding receipt of the equipment.
- 3.3 The Bidder/supplier should clearly mention the Installation and Commissioning charge i.e. Free-of-Cost / chargeable as extra in the price bid.
- 3.4 After installation and commissioning the equipment should be tested for data repeatability and smooth operation round the clock without any interruption. Sample should give repeatability results within +/- 5% deviation.
- 3.5 Bidder/supplier will supply the complete system which includes the basic instrument with all necessary accessories as per the specifications.
- 3.6 Bidder/supplier should arrange all material necessary for installation of the equipment including the installation kit.
- 3.7 Two (2) persons of OIL should be imparted onsite training in the operation of the software and the instrument along with the routine maintenance of the instruments for three (3) working days once the instrument is commissioned/made operational during installation. The training shall be imparted by the engineer from OEM/Engineer from AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM who has been trained by the OEM. The corresponding certificate of training by OEM not older than 5 (Five years) with the date of training must be submitted along with the bid.
- 3.8 The Bidder/supplier should replace defective parts if found any, during installation and or during the warranty period. This replacement should be done within a month's time at supplier's cost.
- 3.9 The bidder must have authorized servicing center factory trained service engineers based in India (either directly or through an Indian agency) for installation and servicing of the instrument. In case of engaging Authorized Indian Agent, the service person must be trained by the Original Equipment Manufacturer (OEM) at OEM's facility and certificate of the same with dates of training must be submitted along with the bid on OEM's official letter head. The onsite training after installation must be provided by the engineers from OEM as referred under 'Special

Terms & Condition' clause 3.7.

#### 4.0 WARRANTY

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 18 months from date of shipment or 12 months from date of commissioning of the items, whichever is earlier. 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. However, during the period, in addition to any nos. of breakdown visits, the bidder will compulsorily provide two nos. of preventive maintenance service visits by an authorized and trained service engineer stationed in India.

#### 5.0 AFTER SALES SERVICE AND PRODUCT SUPPORT

5.1 Relevant software/hardware information in case of updating of the model of the supplied system should be provided.

5.2 Any software up-gradation during warranty period should be provided free of cost.

#### 6.0 ANNUAL MAINTENANCE CONTRACT

6.1 Charges for the Annual Maintenance Contract (AMC) for five (5) years, after the warranty period is over, should be quoted with year wise break up **which shall be considered for bid evaluation.**

6.2 While quoting for AMC, the bidder should take into account two (02) preventive maintenance visit and two (01) 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. Spares required, if any, during the maintenance contract period will be provided by OIL.

6.3 The bidders must submit a written undertaking that they would be able to provide AMC service for a period of five (5) years at the quoted rates after expiry of the warranty period. It should categorically mention that the time of availing the AMC will be at user's discretion and the value of the AMC for the next five years after expiry of the warranty period will be valid irrespective of the time of availing the same within that five (5) year span.

#### 7.0 NAME PLATE/MARKING DETAILS

Following information shall be securely stamped /stenciled on the body of the equipment:



7.1 Manufacturer's Name

7.2 Model Number

7.3 Serial Number

7.4 Year of manufacture

7.5 Weight of the equipment

7.6 Rated voltage/current

7.7 Any other relevant information

8.0 **MISCELLANEOUS**

8.1 In case the OEM is bidding through an Indian agent, the OEM should give a written undertaking that they will be responsible for providing the warranty and annual maintenance as per the clauses above, even if there is a change in the Indian agency of the manufacturer. The undertaking from OEM should also include that, if in future, OEM does not have any Indian agency, the service will be provided directly by the service engineer of the OEM without any extra charge.

8.2 All visits including transport to and fro journey to Duliajan and accommodation at Duliajan by suppliers' personnel for warranty/AMC related work shall have to be borne by the successful bidder.

8.3 The PC required for the instrument will be provided by the supplier with the necessary fittings.

8.4 The equipment has to be installed and commissioned at R & D Lab by trained engineer.

## **ANNEXURE – II: AA :: GENERAL NOTES TO BIDDERS:**

Sl No	Clause description
1.0	Tender fee is not applicable against this tender.
2.0	<b>This Tender has been floated for participation of Indigenous (Indian) bidders only. Hence, only Indigenous bidders are eligible to participate against this tender. Consortiums/Joint venture entities are not eligible to participate against this tender.</b>
3.0	<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>A) The 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 forwarding 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. Format of Bid Security (Bank Guarantee) is enclosed vide <b>ANNEXURE VII OF MM-GLOBAL</b>. The bank guarantee can be submitted from any of the following banks</p> <ul style="list-style-type: none"><li>i) Any schedule Indian Bank or any branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank of domestic bidder, or</li><li>ii) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or</li><li>iii) Any foreign Bank which is not a scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of nay Scheduled Bank incorporated in India or</li><li>iv) Bank Guarantee issued by a Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.</li><li>v) The bank guarantee/ LC shall be valid for the time as asked for in the Bid Document.</li><li>vi) Bank Guarantee issued by Banks in India should be on non-judicial stamp pater of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.</li></ul> <p>B) In case of Bank Guarantee, the Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p>

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee

(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

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. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. 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.

C) In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Bid Security/EMD/Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.

D) The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

E) Bank charges, if any for submission of bid security shall be on bidder's account.

F) The Bid Security may be forfeited:

a. If the bidder withdraws the bid within its original/extended validity.

b. If the bidder modifies/revises their bid suo-moto.

c. If the bidder does not accept the order/contract.

d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.

e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder

G) In case of the change of beneficiary (successful bidder/supplier/contractor/service provider), the Performance Guarantee already submitted by the beneficiary needs changes accordingly.

H) 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).

4.0	<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 <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a></p> <p>b) Necessary Login ID &amp; 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 &amp; Password and request for bid closing date extension on that plea shall not be entertained by Company.</p>
5.0	<p>The tender will be governed by "General Terms &amp; Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005-May 2020 for E-procurement (LCB Tenders) including Amendment and Addendum to "General Terms &amp; Conditions" for e-Procurement. 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 &amp; Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005-May2020 for E-procurement (LCB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.</p>
6.0	<p>Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.</p>
7.0	<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 CGM 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><b>a) Original Bid Security along with two duplicate copies of Bid Security.</b></p> <p><b>b) Any other documents which have been particularly asked for in this tender for submission.</b></p>
8.0	<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>
9.0	<p>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 bidder's risk and may result in rejection of its offer without seeking any clarifications.</p>
10.0	<p>To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under</p>

	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. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.
11.0	A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BRC/BEC (if applicable).
12.0	<p>The tender is invited under <b>SINGLE STAGE-COMPOSITE BID SYSTEM</b>. The bidder has to submit both the “<b>TECHNO-COMMERCIAL UNPRICED BID</b>” and “<b>PRICED BID</b>” 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”. <b>Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.</b></p> <div style="display: flex; flex-direction: column; align-items: flex-start;"> <div style="display: flex; align-items: center; margin-bottom: 10px;"> <div style="border: 1px solid black; padding: 5px; background-color: #e0e0e0; margin-right: 10px;">Notes and Attachments</div> <div style="font-size: 24px; margin-right: 10px;">➔</div> <div style="background-color: yellow; padding: 2px 5px;">Only Price Details to be uploaded</div> </div> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; background-color: #e0e0e0; margin-right: 10px;">Technical Attachments</div> <div style="font-size: 24px; margin-right: 10px;">➔</div> <div style="background-color: yellow; padding: 2px 5px;">All technical bid documents except price details</div> </div> </div>
12.1	<b>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.</b>



## Oil India Limited e-Procurement

User \*

Password \*

Logon Problems? [Get Support](#)

**Click Here for the New Manual and Instructions**

[Supplier Enlistment for E-Tender](#)

**Important Note for New Portal Users:**

[Click here to View Compatability Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

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13.0 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”.

14.0 **AMENDMENT OF BID DOCUMENTS:**

i) At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of Corrigendum(s)/Addendum(s).

ii) The Corrigendum(s)/ Addendum(s) will be uploaded in OIL’s E-Tender Portal in the Tab “Technical Rfx” and under External Area - “Amendments” folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal [“Technical RFX” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

15.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

16.0	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.
17.0	<p>Indian Bidders shall indicate the following in their offer:</p> <p>i) Ex Works unit and total price as per price bid format including packing, forwarding and insurance; all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection, testing and loading on transport carrier etc.</p> <p>j) The quoted price shall be deemed to be inclusive of all taxes and duties except “Goods and Services Tax” (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable)</p> <p>k) Built in CIF value of import for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc.</p> <p>l) Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading, unloading of Line Pipes/Bend at Project Site/Warehouse. The prices should be inclusive of all taxes, duties, levies etc.</p>
18.0	The bidders are required to indicate both Ex-works as well as FOR Destination price by road. OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.
19.0	Currency once quoted will not be allowed to be changed. OIL shall not be compensating for any exchange rate fluctuation.
20.0	<b>PACKAGING:</b> The Seller, wherever applicable shall after proper painting, pack and crate all goods for air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration. Seller shall comply with the Packing, Marking and Despatch Instructions and Special Packaging Requirement as per this Bidding Document. All items must have their respective identification marks painted /embossed on them.
21.0	<p><b>ROAD DESPATCH</b></p> <p>a) In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL’s approved transporters (which will be specified in the order) on “Door Delivery” basis. [Note: Sundry Consignment with weight lesser than 03 Tons shall be delivered at OIL’s approved transporters godown.</p> <p>b)For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters Godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.</p>

	c) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to OIL.
22.0	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.
23.0	<b>SHORT SHIPMENTS:</b> Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short-packed items.
24.0	<b>IMPORTANT NOTES:</b> Bidders shall take note of the following important points while participating in OIL's e-procurement tender: a) Bid should be submitted online in OIL's E-procurement site up to 11.00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14.00 Hrs. (IST) at the office of the Head-Materials in presence of the authorized representatives of the bidders. b) Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
25.0	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.
26.0	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.
26.1	OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017



	<p>onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website <a href="http://www.oil-india.com">www.oil-india.com</a>. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.</p>
26.2	<p>Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.</p>
27.0	<p>A) Bidders are requested to go through “Vendor Manual” before submitting offer in system. B) Bidders are requested to go for “Guidelines to Bidders for participating in OIL” before submitting offer in system.</p>
28.0	<p>The items shall be brand new, unused &amp; of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects &amp; fault in material, workmanship &amp; manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of receipt at site, whichever is earlier. 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>
29.0	<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 security must be in the form of Bank Guarantee (ref. ANNEXURE VIII OF MM GLOBAL) or in the form of a Bank Draft/Cashier’s cheque/Banker’s cheque/NEFT/RTGS/Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:</p> <p>A) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder/service provider, or</p> <p>i) In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any</p>

Branch situated in India of any Scheduled Bank incorporated in India. Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable

ii) The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

iii) The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

B) The Performance Security shall be denominated in the currency of the contract.

C) The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

D) The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance /unsatisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/unsatisfactory performance.

E) The Performance Security will not accrue any interest during its period of validity or extended validity.

F) Bank charges, if any for submission of performance security shall be on supplier's account.

G) The validity of Bank Draft/Cashier's cheque/Banker's cheque should not be less than 3 months at the submission to OIL.

H) 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.

I) In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security

	against the AMC at the applicable rate & validity to be stipulated in the contract.
30.0	Bidder to sign and submit completely filled up Technical & Commercial check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification failing which their offer will be rejected.
31.0	Payment terms: Refer to “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
32.0	Liquidated Damage: Refer to “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). 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.
33.0	<p>The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% (indigenous bidder) will be applicable as per Govt. Policy in vogue.</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>
34.0	<p><b>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:</b> If it is found that</p> <p>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 <b>ANNEXURE D</b> along with their offer failing which their offer shall be liable for rejection.</p>
35.0	<p><b><u>Clauses related to GST</u></b></p> <ol style="list-style-type: none"> <li>1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings: <ol style="list-style-type: none"> <li>(a) GST - means any tax imposed on the supply of goods and/or services under GST Law.</li> <li>(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.</li> <li>(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.</li> </ol> </li> <li>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</li> </ol>

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-Profiteering 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

	<p>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.</p> <p>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.</p>
36.0	<p>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 &amp; Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes &amp; 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 &amp; 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.</p>
37.0	<p>Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 (and amendments issued time to time) 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</p>

development of Micro and Small Enterprises. In this regards, bidders are requested to take note of the following and to submit their offers accordingly.

a) Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit following documents for availing the benefits applicable to MSEs:

i. Udyam Registration No. with Udyam Registration certificate  
OR

ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

b) 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.

38.0 **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**  
 Banning Policy dated 6th January, 2017 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

a) BACKING OUT BY BIDDER WITHIN BID VALIDITY  
 b) BACKING OUT BY SUCCESSFUL BIDDER AFTER ISSUE OF LOA/ORDER/CONTRACT  
 c) NON/POOR PERFORMANCE AND ORDER/CONTRACT EXECUTION DEFAULT

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids,

	<p>the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/Award of Work.</p>
39.0	<p><b>OPPORTUNITY TO STARTUP AND MICRO &amp; SMALL ENTERPRISES</b></p> <p>In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:</p> <ol style="list-style-type: none"> <li>1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.</li> <li>2. Certificate of incorporation.</li> <li>3. Audited Profit &amp; Loss (P&amp;L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&amp;L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.</li> </ol> <p>The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.</p> <p>In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.</p>
40.0	<p>1.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.</p> <p>Bidders must submit duly sealed &amp; signed undertaking as per format provided vide, <b>“ANNEXURE-E”</b> along with the technical bid.</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>Validity of Registration:</p>

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or



together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

## **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

### **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 fulfil 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 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.

**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 along with 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 **Bidder should categorically confirm in the technical bid a delivery schedule within 120 days after receipt of formal order/LOA (in case of indigenous bidder) failing which their offer will be rejected.**

**(B) FINANCIAL CRITERIA:**

- 1.0 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum **US\$ 30,331.00 or Rs.22.88 Lakhs** 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.
- 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 2019-2020**).
- 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 as per **ANNEXURE C** certifying that 'the balance sheet/Financial Statements for the financial year 2019-20 (As the case may be) 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 bid:-

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE B**.

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 Composite Bid System**. Bidders shall quote accordingly under Single Stage Composite Bid System.
- 2.0 The prices offered shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will 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 **90 days** from the date of actual Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 **Bid Security in ORIGINAL** shall be furnished by the Bidder as a part of their Bid. The amount of Bid Security & its validity shall be specified in the covering letter of this bid document. **Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received 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 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).
- 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 18 months from the date of shipment/dispatch or twelve (12) months from the date of receipt of the items at destination or twelve (12) months from the date of successful installation of the items, whichever is earlier 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 **(if applicable)** duly signed by the authorized signatory of the bidder. 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 **(strike out whichever is not applicable)**.

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

- (A) Basic Material Value (to indicate HSN code):
- (B) Pre-despatch Inspection Charges, if any:
- (C) Packing & Forwarding 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, if any including GST:
- (J) Training Charges, if any:
- (K) Applicable rate of GST on J:
- (L) Installation & Commissioning Charges, if any:
- (M) Applicable rate of GST on L:
- (N) AMC Charges:
- (O) Applicable rate of GST on N:
- (P) Cost of AMC operational/maintenance spares:
- (Q) Applicable rate of GST on P:
- (R) Total, G+H+I+J+K+L+M+N+O+P+Q:
- (S) Total Value in words :
- (T) Gross Weight:
- (U) Gross Volume:
- (V) Import Content, if any:

**Note:** Please indicate HSN Code of the quoted material. Cost of the individual items must be shown separately.

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.

## **D BID EVALUATION CRITERIA:**



The bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria shall 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 in the Tender 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, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.

Note: 1) 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.

2) 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, IGST @5% shall be applicable. Indigenous bidder shall be eligible for concessional rate of GST @5% against Essentiality Certificate for invoice valuing 10 lakh and above.

**4.1 When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response:**

The Total Value of Domestic bidder as worked out as per para **A.3 10.0 (ii) H** shall be compared

- 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 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.



**ANNEXURE-B 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

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

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

**\*APPLICABLE ONLY FOR GLOBAL TENDER**

**ANNEXURE-C FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA**

Ref: Clause No. B-3.0 of SECTION E - Financial Criteria of the BEC

I ..... the authorized signatory(s) of ..... (Company or firm name with address) do hereby solemnly affirm and declare as under:-

The balance sheet/Financial Statements for the **financial year 2019-20** has actually not been audited as on the Original Bid closing Date.

Place :.....

Date :.....

Signature of the authorized signatory

Note: Please note that any declaration having date after the **Bid closing Date** will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

**ANNEXURE-D UNDERTAKING OF AUTHENTICITY OF INFORMATION/DOCUMENTS SUBMITTED**

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 Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**ANNEXURE-E:: UNDERTAKING ON GROUND OF DEFENCE**

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India  
(To be typed on the letter head of the bidder)

**Ref. No** \_\_\_\_\_

**Date** \_\_\_\_\_

**Tender No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

OIL INDIA LIMITED  
.....  
.....

**Dear Sirs,**

*“We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”*

*We also agree that, during any stage of the tender/contract agreement, in case the above information/ documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.*

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)

Note : This form should be returned along with offer duly signed.

## **ANNEXURE-A:: COMMERCIAL CHECKLIST**

### **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.

<b>Sl#</b>	<b>REQUIREMENT</b>	<b>COMPLIANCE</b>
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?	
<b>3.0</b>	<b>Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, provide details</b>	Yes / No
	<b>(a) Amount :</b>	
	<b>(b) Name of issuing Bank :</b>	
	<b>(c) Validity of Bid Bond :</b>	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer <b>validity of 90 days from</b> 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 MM/GLOBAL?	Yes / No
<b>5.0</b>	<b>Whether confirmed to submit PBG as asked for in NIT?</b>	<b>Yes / No</b>
<b>5.1</b>	<b>Whether agreed to submit PBG within 30 days of placement of order?</b>	<b>Yes / No</b>
6.0	Whether Price submitted as per Price Schedule	Yes / No
6.1	Whether cost of Recommended Spares for <b>2 years</b> of operations quoted (if applicable)?	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
<b>12.1</b>	<b>Whether all the clauses in the Integrity Pact have been accepted?</b>	Yes / No

**TO BE FILLED UP IN DETAIL:**

Sl No	Requirement	Bidder's Reply
01	Offer reference & Date	
02	Name, Address, Phone No & E-mail of Bidder	
03	Bank details of Bidder	
04	Name of Manufacturer	
05	Bid validity	
08	Payment Terms	
09	Guarantee/Warranty Terms	
10	Delivery Period	
11	Country of Origin	
12	Port of Despatch / Despatching Station	
13	Confirm submission Integrity pact, if required as per NIT	
14	Confirm acceptance of PBG clause, if required as per NIT	

15	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
16	Confirm submission of the balance sheet/Financial Statements for the financial year 2019-20. If not, whether declaration as per BRC submitted (refer ANNEXURE –E-I).	
17	Confirm submission of undertaking towards authenticity of submitted documents (refer ANNEXURE –E-III).	
18	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents. ANNEXURE III of MM-GLOBAL submitted in this regard?	
19	Whether submitted all the applicable Annexures as per document MM/GLOBAL/E-01/2005.	

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

.....

## ANNEXURE I BEC-BRC CHECKLIST

<b>EVALUATION MATRIX FOR BEC-TECHNICAL (TO BE DULY FILLED IN BY BIDDER AND SIGNED)</b>			
<b>BID EVALUATION CRITERIA</b>			
<b>Clause Number</b>	<b>DESCRIPTION</b>	<b>BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)</b>	
		<b>(Complied / Not Complied / Deviation / Not Applicable)</b>	<b>Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)</b>
	<p><b><u>GENERAL CONFORMITY</u></b></p> <p>The bids shall conform generally to the specifications and terms &amp; 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.</p>		
<b>(I)</b>	<b><u>BID REJECTION CRITERIA (BRC)</u></b>		
A	<p><b>TECHNICAL:</b></p> <p>1.0 BIDDER'S ELIGIBILITY:</p>		

	<p><b>1.1 The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s).</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>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).</b></p>		
2.0	<p><b><u>IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):</u></b> The bidder must comply to the following:</p>		
2.1	<p>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.</p>		
2.2	<p>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.</p>		
2.3	<p>Documentary evidences to substantiate manufacturing &amp; supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of</p>		

	<p>the following documents evidencing satisfactory execution of those Purchase Order(s), such as:</p> <ul style="list-style-type: none"> <li>(i) Satisfactory supply / completion / installation report (OR)</li> <li>(ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)</li> <li>(iii) Consignee receipt / delivery receipt (OR)</li> <li>(iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ GST Invoice.</li> <li>(v) Any other documents which shall prove that the bidder has successfully executed such order (s).</li> </ul>		
	<p><b>Note:</b> 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.</p>		
3.0	<p><b><u>IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:</u></b> The bidder must fulfill the flowing requirements:</p>		
3.1	<p>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.</p>		
3.2	<p>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</p>		

	(other than their own subsidiaries/sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.		
3.3	<p>Documentary evidences to substantiate manufacturing &amp; 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:</p> <ul style="list-style-type: none"> <li>(i) Satisfactory supply / completion / installation report (OR)</li> <li>(ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)</li> <li>(iii) Consignee receipt/ delivery receipt (OR)</li> <li>(iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ GST Invoice.</li> <li>(v) Any other documents which shall prove that the bidder has successfully executed such order (s).</li> </ul>		
	<p><b>Note:</b> 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.</p>		
3.4	<p>The bidder shall submit valid <b>Authorization Certificate/Letter</b> 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</p>		

	submitted along with the technical bid.		
	<b><u>NOTES TO BIDDER:</u></b>		
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 along with 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	Bidder should categorically confirm in the technical bid a delivery schedule within Seventeen (17) Weeks, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Seventeen (17) Weeks after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.		
B	FINANCIAL CRITERIA		
1.0	<b>Annual Turnover:</b> The bidder shall have an annual financial turnover of minimum <b>INR. 22.88 Lakhs</b> 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.		



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 2019-20).		
3.0	<p>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’.</p> <p>Note:</p> <p>c) For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid:-</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <u>ANNEXURE -IV</u>.</p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit &amp; Loss account. In case of Foreign bidders, self-attested/digitally signed printed published accounts are also acceptable</p>		

	<p>d) 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.</p>		
4.0	<p>In case the Audited Balance Sheet and Profit &amp; 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 &amp; Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.</p>		

## ANNEXURE II TECHNICAL CHECKLIST

Sl. No.	Specification	Bidder's Remark (Complied/Not Complied/Provide d/Not provided)	Relevant page number/document reference of their bid to support the remark (wherever applicable)	Remarks
<b>BEC/BRC</b>				
1	The bidder must have authorized servicing center factory trained service engineers based in India (either directly or through an Indian agency) for installation and servicing of the instrument. In case of engaging Authorized Indian Agent, the service person must be trained by the Original Equipment Manufacturer (OEM) at OEM's facility and certificate of the same with dates of training must be submitted along with the bid on OEM's official letter head. The onsite training after installation must be provided by the engineers from OEM as referred under 'Special Terms & Condition' clause 3.7.			
2	In case of the bidder is sole selling agent / distributor / dealer / supply house of any manufacturer, then the bidder must furnish the authorization certificate cum backup from the manufacturer on the manufacturer's letter head along with the offer. The onsite training after installation must be provided by the engineers from OEM as referred under 'Special Terms & Condition' clause 3.7.			
<b>Special Terms and Conditions</b>				
1.1	<b>Along with the offer</b>			
1.1.1	Detailed technical literature/brochure/supporting specifications – 2 copies			

1.1.2	The list of users (preferentially oil & gas companies) with their addresses (including e-mail, Fax No.) to whom the equipment has been sold within last 3 years including sales in India, if any, OIL will have an option to seek performance reports/comments from these users.			
1.1.3	List of essential spares with quantity for smooth running of the instrument for (2) two years after the expiry of the warranty period. The Price of the same shall be provided in the price bid.			
1.1.4	List of optional spares and consumables with their description, quantity & price. The Price of the same shall be mentioned in the price bid. However, it will not be considered for bid evaluation.			
1.1.5	List of authorized representatives/agencies/suppliers who can provide after sale maintenance service/ calibration facility in India with their addresses.			
1.1.6	Guarantee certificate for the lifetime supply on OEM's letter head (i.e. for at least ten (10) years after the warranty period) of spares & consumables for the equipment.			
1.1.7	List of accessories, mechanical tools, consumable spares etc. included in the installation kit.			
2.0	The bidder should submit the filled bid documents: FORMAT - A (NO DEVIATION CONFIRMATION) and FORMAT - B (TECHNICAL COMPLIANCE SHEET)			
3.1	Bidder/supplier should provide details of the system requirement along with the essential space/safety requirement and power requirement for the equipment as well as for accessories supplied with the equipment			
6.3	The bidders must submit a written undertaking that they			

	would be able to provide AMC service for a period of five (5) years at the quoted rates after expiry of the warranty period. It should categorically mention that the time of availing the AMC will be at user's discretion and the value of the AMC for the next five years after expiry of the warranty period will be valid irrespective of the time of availing the same within that five (5) year span.			
8.1	In case the OEM is bidding through an Indian agent, the OEM should give a written undertaking that they will be responsible for providing the warranty and annual maintenance as per the clauses above, even if there is a change in the Indian agency of the manufacturer. The undertaking from OEM should also include that, if in future, OEM does not have any Indian agency, the service will be provided directly by the service engineer of the OEM without any extra charge.			
<b>Item Description</b>				
Item	High performance Computer controlled and fully automatic Video Spinning Drop Tensiometer for the measurement of static and time dependent (dynamic) Interfacial Tension of two immiscible liquids at temperature upto 130 °C complete with following essential components & features, Technical specifications etc.:			
Broad Scope-Essential Components & Features of the equipment:				
1.1	Video based (at least 100 images/sec) high-performance image processing system with CCD camera with the following features-			
1.1.1	Stage for mounting the measuring cell			
1.1.2	The angle of the stage of the measuring cell shall be adjustable			
1.1.3	Fast Exchangeable measuring cell			
1.1.4	Temperature controlled chamber containing the measuring cell			

1.1.5	Touch Screen for basic operation such as			
1.1.5.1	Tilt angel control			
1.1.5.2	Intensity of illumination control			
1.1.5.3	Camera position			
1.1.6	Illumination of the chamber containing the measuring cell			
1.2	PC with Software capable for various functions as detailed below			
1.2.1	Calculation of the Interfacial Tension based on spinning drop contour as per various methods including Young Laplace method			
1.2.2	Control of the rotational speed of the measuring cell			
1.2.3	Control of the tilt of the measuring cell mounting base			
1.2.4	Control of the camera position			
1.2.5	Automatic Calibration of the drop			
1.2.6	Automatic Drop Hold function			
1.2.7	Automatic temperature recording			
1.2.8	Recording of time dependent and temperature dependent Interfacial Tension			
1.2.9	Export of measurement values			
1.2.10	Storage of video, image for taking measurement later on in case of fast decrease in Interfacial Tension			
1.2.11	Liquid database with density, refr active index etc.			

1.2.12	Automatic compensation of the temperature dependent parameters like density, refractive index etc.			
1.2.13	Adjustment of the illumination of the chamber			
1.2.14	Optical Zoom			
1.3	<b>Temperature control system</b>			
1.3.1	Temperature range: upto 130 Deg C			
1.3.2	Provision of Reverse Cooling if it is a system requirement			
1.4	<b>Detailed Technical Specification</b>			
1.4.1	Interfacial tension measurement range: 0.000001 mN/m to 2000 mN/m			
1.4.2	Temperature measurement range: 0 to +130°C or more			
1.4.3	Speed range: 0 to 20,000 rpm & continuously adjustable			
1.4.4	Long term stability of the absolute rotational speed within $\pm$			

	0.5 rpm			
1.4.5	Tilt angle of the measuring cell stage $\pm 10$ degree and more			
1.4.6	Must be compatible with Power supply 230 VAC, 50 Hz			



**FORMAT - A NO DEVIATION CONFIRMATION**

Ref. No. \_\_\_\_\_ Date: \_\_\_\_\_

From: \_\_\_\_\_(Insert name and address of Bidding Entity)

\_\_\_\_\_  
\_\_\_\_\_

Tel.:

Fax:

E-mail address:

**To**

GM (MATERIALS)  
MATERIALS DEPARTMENT  
OIL INDIA LIMITED  
DULIAJAN  
District : DIBRUGARH (Assam)  
PIN 786602

**Sub:** Bid for “ \_\_\_\_\_ ”

**Tender No :** \_\_\_\_\_

**Dear Sir,**

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place: \_\_\_\_\_ [Signature of Authorized Signatory of Bidder]

Date: \_\_\_\_\_ Name:

Designation:

Seal: