



FORWARDING LETTER

M/s _____

Sub: Tender No. SDG4270P21/06 Dated 09.05.2020 for PROCUREMENT ALONG WITH INSTALLATION, COMMISSIONING AND AMC OF SPINNING DROP VIDEO TENSIOMETER

Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced manufacturers through OIL’s e-procurement site for “**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	:	SDG4270P21/06 DATED 09.05.2020
Type of Bidding	:	SINGLE STAGE COMPOSITE BID SYSTEM
Tender Fee	:	NOT APPLICABLE
Bid Closing Date & Time	:	01.07.2020; 11:00 HRS.
Technical Bid Opening Date & Time	:	01.07.2020; 14:00 HRS.
Price Bid Opening Date & Time	:	01.07.2020; 14:00 HRS.
Bid Security Amount	:	INR 91,550.00 OR USD 1275.00
Bid Security Validity	:	Upto 30.01.2021
Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal
Bid Opening Place	:	Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	:	Bid should be valid for 90 days from actual bid closing date.
Original Bid Security to be submitted	:	Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.

Performance Guarantee	:	Applicable @ 10% of Order value
Integrity Pact	:	Applicable
Contact Details	:	KUMAR ABHIMANYU, MATERIALS MANAGER(FD) E-MAIL: MATDMMFD1@OILINDIA.IN; PHN: 0374-2808724
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: ERP_MM@OILINDIA.IN
Bids to be addressed to	:	GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.

LIST OF ANNEXURES APPLICABLE

General Terms & Conditions	:	MM/GLOBAL/E-01/2005 for E-Procurement ICB Tenders
Annexure-A	:	Tech. Specification and various notes to bidders
Annexure-B	:	Bid Evaluation & Rejection Criteria
Annexure-C	:	Commercial Checklist
Annexure-I	:	BEC/BRC Checklist
Annexure-II	:	Technical Checklist
Format A	:	No Deviation Confirmation
Appendix-A2	:	PPLC Policy
Appendix-A3	:	Format of undertaking by Bidders towards submission of authentic information/documents
Annexure-IV	:	Format for certificate of annual turnover & net worth
Others	:	Any other document uploaded online in OIL's E-procurement portal.

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

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

AA:: TECHNICAL SPECIFICATIONS & QUANTITY OF ITEMS

SL NO	ITEM DESCRIPTION	QUANTITY
10	<p>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.:</p> <p>Broad Scope-Essential Components & Features of the equipment:</p> <p>1.1 Video based (at least 100 images/sec) high-performance image processing system with CCD camera with the following features-</p> <p>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</p> <p>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, refractive 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</p> <p>1.3 Temperature control system</p>	01 NOS.

	<p>1.3.1 Temperature range: upto 130 Deg C</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 Speed range: 0 to 20,000 rpm & continuously adjustable</p> <p>1.4.4 Long term stability of the absolute rotational speed within \pm 0.5 rpm</p> <p>1.4.5 Tilt angle of the measuring cell stage \pm 10 degree and more</p> <p>1.4.6 Must be compatible with Power supply 230 VAC, 50 Hz</p>	
20	Installation & Commissioning	1 AU

BB :: SPECIAL NOTES TO 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, 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. The price of essential spares shall not be considered for evaluation.
- 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 trained in the operation of the software and the instrument and routine maintenance of the instruments at site for three (3) working days by the engineer from OEM after the installation is over.
- 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.

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. However, based on the AMC cost quote thereof, separate Service Contract will be placed for AMC after the expiry of 01 year Warranty. The bidder shall also submit PBG, if called for in Service contract.

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:

- i. Manufacturer's Name
- ii. Model Number
- iii. Serial Number
- iv. Year of manufacture
- v. Weight of the equipment
- vi. Rated voltage/current
- vii. 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.

CC:: GENERAL NOTES TO BIDDERS:

Sl No	Clause description
1.0	Tender fee is not applicable against this tender.
2.0	<p>Submission of Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.</p> <p>The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <ul style="list-style-type: none">(i) MT 760 / MT 760 COV for issuance of Bank Guarantee(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL.</p> <p>Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>

3.0	<p>a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal</p> <p>b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.</p> <p>c) MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.</p> <p>d) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.</p>
4.0	<p>The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement.</p>
5.0	<p>Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.</p>
6.0	<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 DGM Materials, Materials Department, Oil India Limited, Duliajan-786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.</p> <p>a) Original Bid Security along with two duplicate copies of Bid Security. b) Any other documents which have been particularly asked for in this tender for submission.</p>
7.0	<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>

8.0 The tender is invited under **SINGLE STAGE-COMPOSITE BID SYSTEM**. The bidder has to submit both the **“TECHNO-COMMERCIAL UNPRICED BID”** and **“PRICED BID”** through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The “Techno-commercial Unpriced Bid” shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab “Notes and Attachments”. **Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.**

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

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

9.0 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”**.

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

11.0	Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.
12.0	To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected.
13.0	Other terms and conditions of the tender shall be as per "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
14.0	All the Bids must be Digitally Signed using "Class 3" 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.
15.0	Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
16.0	Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.
17.0	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 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.
18.0	Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.
19.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

20.0	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.
21.0	<p>Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the new clause is detailed in the Amendment dated 25.04.2016 issued to MM/GLOBAL/01/2005. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Bidders to note the same and to confirm its acceptance in their offers.</p> <p>The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <p>(i) MT 760 / MT 760 COV for issuance of Bank Guarantee (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee</p> <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL.</p> <p>Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.</p> <p>a. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
22.0	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.
23.0	Payment terms: Refer to “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)

24.0	<p>Liquidated Damage: Refer to “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). The applicable GST on the Liquidated Damage shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.</p>
25.0	<p>The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence Nil rate of Customs Duty towards import (for foreign bidders) and concessional GST @5% (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.</p> <p>Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes & Duties in India shall be to the account of Oil India Limited.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.</p> <p>Supplier shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Suppliers shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier’s account.</p>
26.0	<p>Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable. Policy details are available in APPENDIX-A2.</p>
27.1	<p>In case of placement of order, OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the party in their offer. In case the order is converted to C&F Kolkata Port, the performance security amount shall also be enhanced considering the quoted ocean freight charges.</p>
27.2	<p>Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single Window facility having office of local agent in India at Kolkata and offer 14 days free detention time of containers at discharging port.</p>
27.3	<p>Bidder should note that in case of C&F order for Tubulars, the same to be supplied in break bulk condition under deck and not through Container load.</p>
28.0	<p>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per Appendix-A3 along with their offer failing which their offer shall be liable for rejection.</p>

Clauses related to GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
- 6. When Input tax credit is available for Set Off**

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

When Input tax credit is NOT available for Set Off

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

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

30.0

For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

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:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&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&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

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.

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.

Appendix –A3

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

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

Sir,

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

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable.)

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

GENERAL CONFORMITY

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

(I) BID REJECTION CRITERIA (BRC)

(A) TECHNICAL:

1.0 BIDDER'S ELIGIBILITY:

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

OR

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

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

The bidder must comply to the following:

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

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

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

- (i) Satisfactory supply / completion / installation report (OR)
- (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
- (iii) Consignee receipt / delivery receipt (OR)
- (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ GST Invoice.
- (v) Any other documents which shall prove that the bidder has successfully executed

such order (s).

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

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

The bidder must fulfill the following requirements:

- 3.1 The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment 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 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 Annual Turnover:** The bidder shall have an annual financial turnover of minimum **US\$ 31,846.00 OR INR. 22,88,509.00 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 2019-20).
- 3.0** Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year 2018-19 has actually not been audited so far'.

Note:

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

(C) COMMERCIAL:

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

- 1.0 Bids are invited under **Single Stage Composite Bid System**. Bidders shall quote accordingly under Single Stage Composite Bid System.

Bidder not complying with above submission procedure will be rejected.

- 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 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 twelve (12) months from the date of satisfactory commissioning of the equipment 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 Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below.

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

- (A) Basic Material Value (to indicate HSN code):**
- (B) Pre-despatch Inspection Charges, if any:**
- (C) Packing & FOB charges:**
- (D) FOB Value, A+B+C:**
- (E) Ocean Freight Charges upto Kolkata, India:**
- (F) Banking & Insurance, @1.5% of D :**
- (G) CIF Value, D+E+F :**
- (H) IGST @ 5% on I:**
- (I) Compensatory Cess, if any:**
- (J) CIF+GST Landed Value, G+H+I :**
- (K) Training Charges, if any:**
- (L) Applicable rate of GST on K:**
- (M) Installation & Commissioning Charges, if any:**
- (N) Applicable rate of GST on M:**
- (O) AMC Charges:**
- (P) Applicable rate of GST Charges on O:**
- (Q) Cost of AMC operational/maintenance spares:**
- (R) Applicable rate of GST charges on Q:**
- (S) Total, J+K+L+M+N+O+P+Q+R:**
- (T) Total Value in words :**
- (U) Gross Weight:**
- (V) Gross Volume:**

(ii) 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.

10.0 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

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

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

(II) BID EVALUATION CRITERIA

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

- 1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided 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, applicable

customs duty for import of goods shall be zero where CIF value is INR 1.00 Lakh and above. However, IGST @5% shall be applicable during import. IGST /Concessional GST @5% shall be applicable for Indigenous bidders also against invoice valuing INR 1.00 Lakh and above. Indigenous bidders must quote Deemed Export prices. OIL will issue Project Authority Certificate (PAC) under Deemed Export benefit, where import content is declared by the bidder for availing Advance Licence for intermediate Supply. However, Indian bidders will not be issued Recommendatory Letter.

4.1 When only foreign bidders are involved:

The Total Value of Foreign bidder as worked out as per para **9.0 (i) S** shall be compared

NOTE: *Banking charge in the country of the foreign bidder shall be borne by the bidder. Banking charge 1% for payment through Letter of Credit. And 1.5 % if confirmed LC at buyer's account is required.

4.2 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 **9.0 (ii) R** shall be compared

4.3 When both foreign and domestic bidders are involved:

The Total Value of domestic bidder as worked out as per para **9.0 (ii) R (excluding H & I)** above and Total Value of the foreign bidder worked out as per Para **9.0 (i) S** above will be compared.

Note: If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

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.

***** **END OF ANNEXURE – B** *****

ANNEXURE – C**A) COMMERCIAL CHECKLIST:**

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

Sl#	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	
3.0	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, provide details	Yes / No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 90 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of NIT Payment Terms	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule ?	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
9.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance) ?	Yes / No
9.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	

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

B) TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Name of Manufacturer	
02	Bid validity	
03	Payment Terms	
04	Guarantee/Warranty Terms	
05	Delivery Period	
08	Port of Despatch / Despatching Station	
09	Confirm submission Integrity pact, if required as per NIT	
10	Confirm submission PBG, if required as per NIT	
11	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
12	Confirm submission of the balance sheet/Financial Statements for the financial year 2019-20 . If not, whether declaration as per BRC submitted.	
13	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	

ANNEXURE – IV

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

***Applicable only for GLOBAL tenders**

BEC-BRC CHECKLIST

EVALUATION MATRIX FOR BEC-TECHNICAL (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
BID EVALUATION CRITERIA			
Clause Number	DESCRIPTION	BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)	
		(Complied / Not Complied / Deviation / Not Applicable)	Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
	<p><u>GENERAL CONFORMITY</u></p> <p>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.</p>		
(I)	<u>BID REJECTION CRITERIA (BRC)</u>		
A	<p>TECHNICAL:</p> <p><u>1.0 BIDDER'S ELIGIBILITY:</u></p> <p>1.1 The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s).</p>		

	OR		
	1.2 The bidder should be an authorized dealer/authorized distributor /authorized supplier/wholly owned subsidiary of an Original equipment manufacturer (OEM) of the tendered item(s).		
2.0	<u>IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):</u> The bidder must comply to the following:		
2.1	The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.		
2.2	In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.		
2.3	Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:		

	<ul style="list-style-type: none"> (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). 		
	<p>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.</p>		
3.0	<p><u>IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:</u> The bidder must fulfill the flowing requirements:</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 (other than their own subsidiaries/sister concerns), during last 5 (five) years</p>		

	preceding to the original bid closing date of the tender.		
3.3	<p>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:</p> <ul style="list-style-type: none"> (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). 		
	<p>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.</p>		
3.4	<p>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.</p>		

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

	official letter head only. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.		
6.0	Unsolicited bids shall be straightway rejected		
7.0	Bidder/OEM must submit an undertaking 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	Annual Turnover: The bidder shall have an annual financial turnover of minimum US\$ 31,846.00 OR INR. 22,88,509.00 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 2019-20).		
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 & 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 & 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 & Loss account. In case of Foreign bidders, self-</p>		

	<p>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 & 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\$.</p>		

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
BEC/BRC				
1	The bids must conform to the specifications, terms and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum/ maximum parameters stipulated in the technical specifications under 'Item Description' and to the conditions described under 'Special Terms & Conditions' category. In addition to the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.			
2	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.			
3	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.			
Special Terms and Conditions				
1.1	Along with the 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, 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			
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	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.			
Item Description				
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 temperatu re dependent parameters like density, refractive index etc.			
1.2.13	Adjustment of the illumination of the chamber			
1.2.14	Optical Zoom			
1.3	Temperature control system			
1.3.1	Temperature range: upto 130 Deg C			
1.3.2	Provision of Reverse Cooling if it is a system requirement			
1.4	Detailed Technical Specification			
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 ± 10 degree and more			
1.4.6	Must be compatible with Power supply 230 VAC, 50 Hz			

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: