

Bid Document

Bid Details	
Bid End Date/Time	29-10-2021 14:00:00
Bid Opening Date/Time	29-10-2021 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	1
Item Category	AUTOMATIC CORE SATURATOR APPARATUS
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Annual Maintenance Charges Required	Yes
Time allowed for Technical Clarifications during technical evaluation	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers

Bid Details	
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	21

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

GM- MATERIALS (HOD)

Note: OIL has made arrangement for online confirmation of Bank Guarantee through SFMS Platform with HDFC Bank, Duliajan Branch. Therefore, bidders submitting Performance Security in the form of Bank Guarantee must route the BG through SFMS platform as per following details – a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details: (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 - HDFCINBBAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. 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. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank in India shall not be acceptable.

(G C Sarma)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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Details of the Competent Authority for MII

Name of Competent Authority	Mr. Rupak Kalita
Designation of Competent Authority	GM(C&P)
Office / Department / Division of Competent Authority	C&P, Corporate Office
CA Approval Number	OIL 62/C&P/267/2020

Competent Authority Approval Date	2020-11-24 00:00:00
Brief Description of the Approval Granted by Competent Authority	Oil India Limited is a Central Public Sector Enterprises under the Ministry of Petroleum and Natural Gas (MOPNG) and is engaged in oil & gas exploration and production activities. Oil India Limited has adopted Purchase Preference policy linked with Local Content issued by MOPNG vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and the original policy was approved by the Cabinet. This policy is applicable for tender value more than Rs. 1.0 Crore to treat the local supplier as Class I, Class II and Non Local Supplier and to extend the benefit of purchase preference accordingly as per policy. Since, the estimated value of the subject tender is less than Rs. 1.0 Crore, no Purchase Preference Policy (MII) shall be applicable against this tender.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

AUTOMATIC CORE SATURATOR APPARATUS (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Annual Maintenance	
Warranty of required product	1 Year
Annual Maintenance Charges Duration (Post Warranty)	4 Year
Annual Maintenance Charges Frequency	Bi-annually

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	5%

Number of days allowed for ICT after site readiness communication to seller

30 Days

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	1	180

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Technical Specification & BRC View	Technical Specification & BRC	AUTOMATIC CORE SATURATOR APPARATUS(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Additional Terms and Conditions

- Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - Copy of PAN Card.
 - Copy of GSTIN.
 - Copy of Cancelled Cheque.
 - Copy of EFT Mandate duly certified by Bank.
- OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
Applicable Concessional rate of GST : 5%
Notification No.and date : 3/2017 dated 28/06/2017
- Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
- Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma

Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 40 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

8. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
9. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
10. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
11. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

Additional Clause For Annual Maintenance Charges

1. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.
2. GST shall be included in the AMC Charges quoted.
3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.
- 3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

- 3.1.1** AMC charges for first year after warranty period – Percentage to be indicated- A1.
- 3.1.2** AMC charges for second year after warranty period – Percentage to be indicated A2.
- 3.1.3** AMC charges for third year after warranty period – Percentage to be indicated A3.
- 3.1.4** AMC charges for fourth year after warranty period – Percentage to be indicated A4.
- 3.1.5** AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 10% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 3% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---



ANNEXURE – I

TECHNICAL SPECIFICATION

AUTOMATIC CORE SATURATOR APPARATUS FOR RESERVOIR STUDIES OF CONVENTIONAL CORE PLUGS

1.0 SCOPE OF SUPPLY:

- 1.1 The Automatic Core Saturator should be capable of carrying out automated computer controlled saturation of multiple core plug samples.
- 1.2 The core samples are first taken in the saturation cell and are initially subjected to high vacuum for few hours to remove any air or liquid in the system. Thereafter, the cores are allowed to be saturated with the saturation liquid by applying a high pressure, which has to be maintained constantly for several hours.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 Core Plug dimension: To accommodate core samples of 1 inch and 1.5 inch diameter and core length of variable sizes upto 4 inches.
- 2.2 Pump Pressure: The injection pump must be capable of pressurizing the saturation liquid upto 2000 psi.
- 2.3 Construction material: All wetted parts are to be made of Stainless Steel
- 2.4 Vacuum pump: The vacuum pump must be equipped with a manometer and filter.
- 2.5 Saturating fluid: The fluid used for saturation may be water, brine or any other clean mineral oil.
- 2.6 Computer & software: The Core saturator should be fully computer controlled with a dedicated software to carry out unattended saturation of multiple core plug samples. The automated controls should allow for programming the vacuum and pressurization cycles.
- 2.7 Power supply requirement: 220-230VAC / 50-60Hz

3.0 COMPUTER SYSTEM:

Processor	: Intel core i7 or higher
RAM	: 06 GB or Higher
Hard Drive	: 500GB+ HDD or 256 GB SSD
Operating System	: Windows 10 + Office 19
DVD-ROM Drive	: Read & Write
Monitor	: 17" or higher LED Monitor / cabinet with internet card, USB port, serial port and parallel port.
Printer	: HP/TVS/EPSON/Equivalent make colour Laserjet Printer

4.0 MAINTENANCE KIT & ESSENTIAL ACCESSORIES:

A maintenance kit comprising of all the tools relevant for usage and repair/maintenance of the equipment are to be provided alongwith the Saturator. All the necessary accessories e.g. software/ hardware required for smooth and complete functioning of the unit are to be included in the offer. **The bidder must confirm the same in their offer.**

5.0 **SPARES:**

Bidder should forward a list of spares for two years trouble free operation separately (wherever applicable) for the quoted items indicating part numbers, quantity & unit price separately and categorically confirm the same in the technical bid. **(Price should not be mentioned in the technical bid). However, the cost of these spares will not be considered for bid evaluation purpose. The price should remain valid for at least two (02) years from the date of placement of PO.**

Note for submission of Spares Price List:

- 1) The "Spare Price List" (*Spares for two years trouble free operation*) shall be submitted in bidders own original letterhead duly signed by authorised signatory and stamped. It should be put in a sealed envelope bearing the following details on the left hand top corner of the envelope -

- (i) GEM Bid No.
- (ii) Bid closing date
- (iii) Brief Description of materials
- (iv) Bidder's Name, official address with Phone Nos. & Email address.
- (v) Recommended "spare price list" or any other attachment (as applicable)

Note: The Techno-commercial Bid/Un-priced Bid in GeM portal shall contain only the technical and commercial details except the prices. No price shall be provided in the Technical-commercial Bid/Un-Priced Bid otherwise the offer shall be rejected.

- 2) The above sealed envelope should then be put in another envelope bearing the following address:

**GM-MATERIALS,
Materials Department,
Oil India Limited,
Duliajan -786602, Assam.**

Note: *Bidders, in their own interest, are advised to drop their sealed envelope personally in "TENDER BOX" at Materials Department, Oil India Limited, Duliajan. Alternatively they may send the same through Registered Post/courier. However, Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the sealed envelope at the said address. No offer will be accepted after the bid closing date and time.*

- 4.1 The sealed envelope of only the techno-commercially acceptable bidders shall be opened along with priced bid submitted in GeM portal. The sealed envelope shall contain only the "Spare Price List" which shall not be considered for bid evaluation purpose. No other price details shall be submitted in the envelope as those shall not be considered for bid evaluation. **The "Spare Price List" should not be uploaded along with the Techno-commercial Bid/Un-priced Bid in the GeM portal.**

6.0 **NOTES:**

- (i) The offer should include detailed specification, mentioning variations, if any, in the quoted system with that of the specification given above.
- (ii) **THE BIDDER MUST SUBMIT THE DULY FILLED REVISED TECHNICAL CHECKLIST (ANNEXURE – III) & BID EVALUATION MATRIX (BID REJECTION CRITERIA) – ANNEXURE - IV ALONGWITH THE BID TO ENSURE PROPER EVALUATION OF THE BID.**

7.0 **DOCUMENTS REQUIRED ALONG WITH SUPPLY OF THE EQUIPMENT/ITEM/UNIT:**

- 7.1 Manual, Drawings & other relevant Documents, part list etc. are to be provided in English language only.
- 7.2 Soft and hard copy of operation, maintenance & repair manual, trouble shooting, wiring/circuit diagram, P&I diagram with each unit of intended item are to be provided by the bidder.

- 7.3 **Certificates:** Warranty & guarantee certificates, Manufacturing test certificates, Performance test certificates/ reports, Material test certificates are to be provided. (Wherever applicable)
- 8.0 **WARRANTY:**
- 8.1 Bidder shall warrant (in the event of order) that the product supplied will be free from all defects & faults in the 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 item, whichever is earlier. Bidder must confirm the same in the offered bid.
- 8.2 Bidder shall replace defective parts, if any, during installation & commissioning, at their own expense. The bidder must confirm the same in their offer. This replacement shall be done within a month's time at supplier's cost only.
- 8.3 In case of any defect during the warranty period, the supplier shall arrange to repair/replace the equipment through its service engineer(s) within 2 weeks from receipt of information from OIL. The defective materials, if any rejected by OIL shall be replaced by the supplier at their own expenses. The to and fro expenses of the service engineer(s) including boarding and lodging will have to be borne by the supplier.
- 9.0 **INSTALLATION/COMMISSIONING & TRAINING:**
- 9.1 The supplier will be responsible for on-site installation and commissioning of the equipment at the designated premises of Oil India Limited, Duliajan, Assam, within one month from the date of intimation given to the supplier regarding readiness of the equipment for installation at the site.
- 9.2 Bidder (in the event of order) shall arrange to & fro travel including local conveyance and boarding & lodging for the OEM engineer(s) during the installation & commissioning of the equipment at the installation site of OIL.
- 9.3 A group of laboratory technicians/Chemists of OIL should be trained in the operation of the software and the equipment as well as routine maintenance of the equipment at the installation site for at least 05 working days by the OEM engineer(s) just after successful installation of the equipment on "free of cost" basis.
- 10.0 **AMC FOR THE EQUIPMENT:**
- 10.1 The supplier shall quote for the cost of non-comprehensive AMC for a period of 04 (four) years after expiry of warranty period. This AMC cost will be considered for Bid evaluation purpose. **OIL RESERVES THE RIGHT TO ENTER INTO THE AMC. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.**
- 10.2 **Scope of Annual Maintenance Contract:**
- 10.2.1 The nature of AMC is Non-Comprehensive.
- 10.2.2 The service provider shall make 02(Two) types of visit to OIL's site –
- I) **Normal (Preventive) visit** - Competent service engineer(s) from the service provider shall visit OIL's office at Duliajan at least once in 06(Six) months (yearly 02 visits) for a minimum duration of 03(Three)/04(four) days per visit for preventive and corrective maintenance of the supplied equipment. The competent engineer shall check the normal health of the system and attend problem reported by OIL. The Preventive Maintenance visits shall be mandatory and to be scheduled at any mutually convenient date during the period while the contract remain in force.
 - II) **Emergency (Breakdown) visit:** For any emergency reported by OIL, the service provider shall mobilize their competent engineer to OIL's site within 15 (Fifteen) days of intimation. The breakdown visit shall be made on 'as and when required' basis during the AMC period and it shall be free of cost. In case of requirement, competent engineer of service provider will assist OIL's technical personnel through online mode also.

- 10.2.3 During the AMC period, any failed device shall be replaced with a new device after reporting of the failure and make the necessary configuration of the replacement device for proper operation by the service engineer. For any spares required for any repair purpose, the service engineer shall arrange the same if locally available within minimum time to bring the equipment into operation, for which the cost of spares shall be reimbursed by OIL.
- 10.2.4 The competent service engineer shall execute the following jobs while attending the equipment:
- 10.2.4.1 To test, align and adjust the instrument to the standard performance levels.'
- 10.2.4.2 To clean the equipment from dust & dirt and recondition it.
- 10.2.4.3 Servicing of each and every component of the equipment.
- 10.2.4.4 To check and replace/repair any damaged parts such as valves, tubings, knobs etc. of the equipment.
- 10.2.4.5 To calibrate all the measuring components of the equipment viz. Temperature Gauge, Pressure Gauge, Temperature Sensor, Pressure Sensor, Temperature & Pressure indicators etc. using respective Master calibrators and to provide calibration certificates for the same.
- 10.2.4.6 **Duration:** The AMC Contract shall be in force after the completion of warranty period of the equipment. The Contract shall be for a period of 04 (four) years from commencement of the Contract i.e. after completion of mobilization. **The mobilization period is 21 (Twenty One) days from the date of issue of LOA.**
- 10.2.4.7 **Boarding/Lodging:** All to & fro fares, boarding/lodging and other expenses shall be borne by the Contractor/supplier only.
- 10.2.4.8 **Payment Terms:** Payment or AMC charges shall be made after execution of preventive maintenance visit. Payment shall be made on actual number of visits, on receipt of invoice.
- 10.2.4.9 **Penalty Clause:** In case of breakdown maintenance, the service provider shall attend the equipment within 15 (fifteen) days of date of reporting/communication by OIL, failing which the following terms and conditions may come into effect.
- i) Up to 15 days: Penalty = NIL
 - ii) More than 15 days but less than 30 days: Penalty = 2% of total AMC cost
 - iii) More than 30 days but less than 45 days: Penalty = 10% of total AMC cost
 - iv) Beyond 45 days: Suitable action shall be taken as per OIL's standard practice.

11.0 **SPECIAL TERMS & CONDITIONS:**

- i) The equipment shall be brand new, unused and of prime quality. Bidder shall warrant (in the event of order) that the product supplied will be free from all defects & faults in the material, workmanship & manufacture and shall be in full conformity with ordered specifications.
- ii) Equipment should be tested thoroughly before dispatch at the supplier's yard for straightway commissioning.
- iii) Bidder must specify electrical requirement for the equipment and provide all accessories/spares for initial commissioning of the main equipment. The bidder must confirm the same in their offer.
- iv) Bidders are required to quote a separate list of consumable spares with unit price for two years trouble free operations along with the bid. The spare list shall contain the details of part nos., name OEM and other details as may be necessary for procurement of the parts quoted. It is to be noted that the price quoted shall remain firm during this 02(Two) years period from the date of placement of PO.
(THE PRICE LIST OF SPARE PARTS SHALL NOT BE CONSIDERED FOR BID EVALUATION.)

Note: The list of 'consumable spares with unit price for two years trouble free operations' is to be submitted as per 'Note for submission of Spares List' as per Para 5.0 above. The "Spare Price List" should not be uploaded along with the Techno-commercial Bid/Un-priced Bid in the GeM portal.

- v) While evaluating the bid the cost of main equipment, accessories, installation & commissioning charges will be taken as a whole.
- vi) Supplier (in the event of order) must provide a repair kit of the equipment free of cost and two copies of technical manuals, viz. user and maintenance manuals, schematic and circuit diagrams etc. in English. The bidder must confirm the same in their offer.

- vii) In case the bidder takes exception to any clause of tender document not covered under BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done will be final and binding on the bidders.
- viii) If any of the clauses in the BEC/BRC contradict with other clauses of NIT elsewhere, then the clauses in the BEC/BRC will prevail.
- ix) The attached **General Conditions for Contract (Annexure – V)** shall be applicable for all services including AMC.

ANNEXURE – II

BID EVALUATION CRITERIA/BID REJECTION CRITERIA

GENERAL CONFORMITY

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

I. BID REJECTION CRITERIA (BRC)

(A) TECHNICAL:

1.0 BIDDER'S ELIGIBILITY:

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

OR

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

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

The bidder must comply to the following:

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

2.2 In addition to above, the bidder (OEM) should have experience of successful execution of at least 1(one) order for supply of the tendered item/equipment ((Automatic Core Saturator Apparatus) to any 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 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 substantiating 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.
- (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 the tendered item/equipment (Automatic Core Saturator Apparatus) preceding the original Bid Closing date of the tender.
- 3.2 The bidder/OEM (the Principal) should have experience of successful execution of at least 1(one) order for supply of the tendered item/equipment (Automatic Core Saturator Apparatus) to any client (other than their own subsidiaries/ sister concerns), either directly by them or through their authorized dealers/distributor/ supplier/subsidiaries, during last 05 (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 substantiating 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.
 - (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

Note:

- (i) 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.*
- (ii) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.*
- 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.
- 3.5 The bidder shall submit letter from the OEM stating that the OEM will provide any necessary support/ backup required during the life of the equipment(at least 10 years) for smooth and proper functioning of the equipment.

3.6 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 Channel Partner /Indirect Channel Partner/Channel 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 Bidder/OEM must submit an undertaking alongwith the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.
- 7.0 **DELIVERY PERIOD:** Delivery to be completed within 180 days from the date of issue of Purchase Order.
- Installation & Commissioning to be completed within one month from the date of intimation by OIL regarding readiness of the site for installation.**
- 7.1 Bids submitted by Bidders quoting delivery period more than the abovementioned duration shall not be accepted. Bidders must categorically confirm the delivery period in their Technical Bid.

(B) FINANCIAL

- 1.0 The bidder shall have an annual financial turnover of minimum **INR 10,62,000.00** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.
- 2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.
- 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 **(PROFORMA – A)** that 'the balance sheet/Financial Statements for the financial year (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 **PROFORMA - B**

OR

ii) Audited Balance Sheet along with Profit & Loss account.

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\$.

5.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted:

- (i) Turnover of the parent/ultimate parent/holding company should be in line with Para B (1.0) above.
- (ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para B (2.0) above
- (iii) Corporate Guarantee (**PROFORMA - C**) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- (iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

ANNEXURE – IV

GENERAL NOTES TO BIDDERS

- 1.0 Bidders shall submit their offer mentioning pointwise compliance/noncompliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.

- 2.0 The Bidder to submit following Technical Evaluation Sheet along with technical bid -

Annexure – III: Technical Checklist

Annexure – IV: Bid Evaluation Matrix (Bid Rejection Criteria)

- 3.0 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 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16th June, 2021 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 December, 2021.

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

Udyam Registration Number with Udyam Registration Certificate.

OR

Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and 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 or Woman 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.*

- 4.0 **TAX COLLECTIBLE AT SOURCE (TCS):**

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- Total supply of goods to OIL in FY (As applicable) exceeds Rs. 50 Lakh and
- TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

- 5.0 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 tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

ANNEXURE - III

TECHNICAL CHECKLIST

This checklist must be duly filled and submitted alongwith the offer. Please ensure that all these points are covered in the offer. These will ensure that the offer from the bidder is properly evaluated. Please mark 'COMPLIED' or 'NOT COMPLIED' and specify relevant page no. of your bid document where detail or compliance has been confirmed.

SL/ NO.	PARTICULARS	COMPLIED/ NOT COMPLIED	REMARKS /PAGE NO. IN BID/ REFERENCE OF DOCUMENT IN BID
1.0	SCOPE OF SUPPLY:		
1.1	The Automatic Core Saturator should be capable of carrying out automated computer controlled saturation of multiple core plug samples.		
1.2	The core samples are first taken in the saturation cell and are initially subjected to high vacuum for few hours to remove any air or liquid in the system. Thereafter, the cores are allowed to be saturated with the saturation liquid by applying a high pressure, which has to be maintained constantly for several hours.		
2.0	TECHNICAL SPECIFICATIONS:		
2.1	<u>Core Plug dimension</u> : To accommodate core samples of 1 inch and 1.5 inch diameter and core length of variable sizes upto 4 inches		
2.2	<u>Pump Pressure</u> : The injection pump must be capable of pressurizing the saturation liquid upto 2000 psi.		
2.3	<u>Construction material</u> : All wetted parts are to be made of Stainless Steel		
2.4	<u>Vacuum pump</u> : The vacuum pump must be equipped with a manometer and filter.		
2.5	<u>Saturating fluid</u> : The fluid used for saturation may be water, brine or any other clean mineral oil.		
2.6	<u>Computer & software</u> : The Core saturator should be fully computer controlled with a dedicated software to carry out unattended saturation of multiple core plug samples. The automated controls should allow for programming the vacuum and pressurization cycles.		
2.7	<u>Power supply requirement</u> : 220-230VAC / 50-60Hz		
3.0	COMPUTER SYSTEM:		
	Processor: Intel core i7 or higher RAM: 06 GB or Higher Hard Drive: 500GB+ HDD or 256 GB SSD Operating System: Windows 10 + Office 19 DVD-ROM Drive: Read & Write Monitor: 17" or higher LED Monitor / cabinet with internet card, USB port, serial port and parallel port. Printer: HP/TVS/EPSON/Equivalent make colourLaserjet Printer		
4.0	MAINTENANCE KIT & ESSENTIAL ACCESSORIES:		
	A maintenance kit comprising of all the tools relevant for usage and repair/maintenance of the equipment are to be provided alongwith the Saturator. All the		

	necessary accessories e.g. software/ hardware required for smooth and complete functioning of the unit are to be included in the offer. The bidder must confirm the same in their offer.		
5.0	SPARES:		
	<p>Bidder should forward a list of spares for two years trouble free operation separately (wherever applicable) for the quoted items indicating part numbers, quantity & unit price separately and categorically confirm the same in the technical bid. (Price should not be mentioned in the technical bid). However, the cost of these spares will not be considered for bid evaluation purpose. The price should remain valid for at least two (02) years from the date of placement of PO.</p> <p>Whether Spare Price List submitted as per “Note for submission of Spares Price List”?</p>		
6.0	NOTES:		
	<p>The offer should include detailed specification, mentioning variations, if any, in the quoted system with that of the specification given above.</p> <p>THE BIDDER MUST SUBMIT THE DULY FILLED REVISED TECHNICAL CHECKLIST (ANNEXURE – III) AND BID EVALUATION MATRIX (BID REJECTION CRITERIA) ALONGWITH THE BID TO ENSURE PROPER EVALUATION OF THE BID.</p>		
7.0	DOCUMENTS REQUIRED ALONG WITH SUPPLY OF THE EQUIPMENT/ITEM/UNIT:		
7.1	Manual, Drawings & other relevant Documents, part list etc. are to be provided in English language only.		
7.2	Soft and hard copy of operation, maintenance & repair manual, trouble shooting, wiring/circuit diagram, P&I diagram with each unit of intended item are to be provided by the bidder.		
7.3	<u>Certificates:</u> Warranty & guarantee certificates, Manufacturing test certificates, Performance test certificates/reports, Material test certificates are to be provided. (Wherever applicable)		
8.0	WARRANTY:		
8.1	Bidder shall warrant (in the event of order) that the product supplied will be free from all defects & faults in the 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 item, whichever is earlier. Bidder must confirm the same in the offered bid.		
8.2	Bidder shall replace defective parts, if any, during installation & commissioning, at their own expense. The bidder must confirm the same in their offer. This replacement shall be done within a month's time at supplier's cost only.		
8.3	In case of any defect during the warranty period, the supplier shall arrange to repair/replace the equipment		

	through its service engineer(s) within 2 weeks from receipt of information from OIL. The defective materials, if any rejected by OIL shall be replaced by the supplier at their own expenses. The to and fro expenses of the service engineer(s) including boarding and lodging will have to be borne by the supplier.		
9.0	INSTALLATION/COMMISSIONING & TRAINING:		
9.1	The supplier will be responsible for on-site installation and commissioning of the equipment at the designated premises of Oil India Limited, Duliajan, Assam, within one month from the date of intimation given to the supplier regarding readiness of the equipment for installation at the site.		
9.2	Bidder (in the event of order) shall arrange to & fro travel including local conveyance and boarding & lodging for the OEM engineer(s) during the installation & commissioning of the equipment at the installation site of OIL.		
9.3	A group of laboratory technicians/Chemists of OIL should be trained in the operation of the software and the equipment as well as routine maintenance of the equipment at the installation site for at least 05 working days by the OEM engineer(s) just after successful installation of the equipment.		
10.0	AMC FOR THE EQUIPMENT:		
10.1	The supplier shall quote for the cost of non-comprehensive AMC for a period of 04 (four) years after expiry of warranty period. This AMC cost will be considered for Bid evaluation purpose. <u>OIL RESERVES THE RIGHT TO ENTER INTO THE AMC. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.</u>		
10.2	Scope of Annual Maintenance Contract:		
10.2.1	The nature of AMC is Non-Comprehensive.		
10.2.2	<p>The service provider shall make 02(Two) types of visit to OIL's site –</p> <p>I) <u>Normal (Preventive) visit</u> - Competent service engineer(s) from the service provider shall visit OIL's office at Duliajan at least once in 06(Six) months (yearly 02 visits) for a minimum duration of 03(Three)/04(four) days per visit for preventive and corrective maintenance of the supplied equipment. The competent engineer shall check the normal health of the system and attend problem reported by OIL. The Preventive Maintenance visits shall be mandatory and to be scheduled at any mutually convenient date during the period while the contract remain in force.</p> <p>II) <u>Emergency (Breakdown) visit</u>: For any emergency reported by OIL, the service provider shall mobilize their competent engineer to OIL's site within 15 (Fifteen) days of intimation. The breakdown visit shall be made on 'as and when required' basis</p>		

	during the AMC period and it shall be free of cost. In case of requirement, competent engineer of service provider will assist OIL's technical personnel through online mode also.		
10.2.3	During the AMC period, any failed device shall be replaced with a new device after reporting of the failure and make the necessary configuration of the replacement device for proper operation by the service engineer. For any spares required for any repair purpose, the service engineer shall arrange the same if locally available within minimum time to bring the equipment into operation, for which the cost of spares shall be reimbursed by OIL.		
10.2.4	The competent service engineer shall execute the following jobs while attending the equipment:		
10.2.4.1	To test, align and adjust the instrument to the standard performance levels.		
10.2.4.2	To clean the equipment from dust & dirt and recondition it.		
10.2.4.3	Servicing of each and every component of the equipment		
10.2.4.4	To check and replace/repair any damaged parts such as valves, tubings, knobs etc. of the equipment.		
10.2.4.5	To calibrate all the measuring components of the equipment viz. Temperature Gauge, Pressure Gauge, Temperature Sensor, Pressure Sensor, Temperature & Pressure indicators etc. using respective Master calibrators and to provide calibration certificates for the same.		
10.2.4.6	Duration: The AMC Contract shall be in force after the completion of warranty period of the equipment. The Contract shall be for a period of 04 (four) years from commencement of the Contract i.e. after completion of mobilization. The mobilization period is 21 (Twenty One) days from the date of issue of LOA.		
10.2.4.7	<u>Boarding/Lodging:</u> All to & fro fares, boarding/lodging and other expenses shall be borne by the Contractor/supplier only.		
10.2.4.8	<u>Payment Terms:</u> Payment or AMC charges shall be made after execution of preventive maintenance visit. Payment shall be made on actual number of visits, on receipt of invoice.		
10.2.4.9	<u>Penalty Clause:</u> In case of breakdown maintenance, the service provider shall attend the equipment within 15 (fifteen) days of date of reporting/communication by OIL, failing which the following terms and conditions may come into effect. i) Up to 15 days: Penalty = NIL ii) More than 15 days but less than 30 days: Penalty = 2% of total AMC cost iii) More than 30 days but less than 45 days: Penalty = 10% of total AMC cost iv) Beyond 45 days: Suitable action shall be taken as per OIL's standard practice.		

11.0	SPECIAL TERMS & CONDITIONS:		
i)	The equipment shall be brand new, unused and of prime quality. Bidder shall warrant (in the event of order) that the product supplied will be free from all defects & faults in the material, workmanship & manufacture and shall be in full conformity with ordered specifications.		
ii)	Equipment should be tested thoroughly before dispatch at the supplier's yard for straightway commissioning.		
iii)	Bidder must specify electrical requirement for the equipment and provide all accessories/spares for initial commissioning of the main equipment. The bidder must confirm the same in their offer.		
iv)	<p>Bidders are required to quote a separate list of consumable spares with unit price for two years trouble free operations along with the bid. The spare list shall contain the details of part nos., name OEM and other details as may be necessary for procurement of the parts quoted. It is to be noted that the price quoted shall remain firm during this 02(Two) years period from the date of placement of PO.</p> <p>(THE PRICE LIST OF SPARE PARTS SHALL NOT BE CONSIDERED FOR BID EVALUATION.)</p> <p><u>Note: The list of 'consumable spares with unit price for two years trouble free operations' is to be submitted as per 'Note for submission of Spares List' as per Para 5.0 above. The "Spare Price List" should not be uploaded along with the Techno-commercial Bid/Un-priced Bid in the GeM portal.</u></p>		
v)	While evaluating the bid the cost of main equipment, accessories, installation & commissioning charges will be taken as a whole.		
vi)	Supplier (in the event of order) must provide a repair kit of the equipment free of cost and two copies of technical manuals, viz. user and maintenance manuals, schematic and circuit diagrams etc. in English. The bidder must confirm the same in their offer.		
vii)	In case the bidder takes exception to any clause of tender document not covered under BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done will be final and binding on the bidders.		
viii)	If any of the clauses in the BEC/BRC contradict with other clauses of NIT elsewhere, then the clauses in the BEC/BRC will prevail.		

ANNEXURE –IV

BID EVALUATION MATRIX (BID REJECTION CRITERIA) (TO BE FILLED IN BY BIDDER DULY SIGNED)			
BID EVALUATION CRITERIA			
Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied /Deviation/Not Applicable)	TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
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).		
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):		
2.1	The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding the original Bid Closing date of the tender.		
	In addition to above, the bidder (OEM) should have experience of successful execution of at least 1(one) order for supply of minimum 1(one) no. of the tendered item/equipment to any 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 the original bid closing date of the tender.		
2.2	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 substantiating 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		

	<p>Excise/ Vat.</p> <p>(v) Any other documents which shall prove that the bidder has successfully executed such order (s).</p> <p><i>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.</i></p>		
3.0	IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER/ WHOLLY OWNED SUBSIDIARY OF OEM:		
3.1	The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/equipment preceding the original Bid Closing date of the tender.		
3.2	The bidder/OEM (the Principal) should have experience of successful execution of at least 1(one) order for supply of the tendered item/equipment (Automatic Core Saturator Apparatus) to any client (other than their own subsidiaries/ sister concerns), either directly by them or through their authorized dealers/distributor/ supplier/subsidiaries, during last 05 (five) years 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 substantiating satisfactory execution of those Purchase Order(s), such as:</p> <ul style="list-style-type: none"> (vi) Satisfactory supply / completion / installation report (OR) (vii) Bill of Lading, Commercial Invoice / Payment Invoice (OR) (viii) Consignee receipt delivery receipt (OR) (ix) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat. (x) Any other documents which shall prove that the bidder has successfully executed such order (s). <p><i>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.</i></p>		
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.		

3.5	The bidder shall submit letter from the OEM stating that the OEM will provide any necessary support/ backup required during the life of the equipment(at least 10 years) for smooth and proper functioning of the equipment.		
3.6	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.		
b	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	Bidder/OEM must submit an undertaking alongwith the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.		
7.0	<u>DELIVERY PERIOD:</u> Delivery to be completed within 180 days from the date of issue of Purchase Order. Installation & Commissioning to be completed within one month from the date of intimation by OIL regarding readiness of the site for installation.		

7.1	Bids submitted by Bidders quoting delivery period more than the abovementioned duration shall not be accepted. Bidders must categorically confirm the delivery period in their Technical Bid.		
(B)	<u>FINANCIAL</u>		
1.0	The bidder shall have an annual financial turnover of minimum INR 10,62,000.00 during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.		
2.0	"Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.		
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 (<u>PROFORMA – A</u>) that 'the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited so far'.</p> <p><u>Note:</u></p> <p>a) 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>PROFORMA - B</u>.</p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>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.</p>		

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\$.		
5.0	<p>In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted:</p> <ul style="list-style-type: none"> (i) Turnover of the parent/ultimate parent/holding company should be in line with Para B (1.0) above. (ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para B (2.0) above (iii) Corporate Guarantee (PROFORMA - C) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them. (iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company. 		

PROFORMA – A

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA
(ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER)

Ref: Clause No. B (3.0) - Financial Criteria of the BEC

Tender No.: _____

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

The balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original Bid closing Date.

Place :.....

Date :.....

Signature of the authorized signatory

Note: *This certificate are 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.*

PROFORMA – B

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD		
<u>TO WHOM IT MAY CONCERN</u>		
This is to certify that the following financial positions extracted from audited financial statements of M/s..... (Name of the bidder) for the last 3 (three) completed accounting years upto.....(as the case may be) are correct.		
YEAR	TURNOVER In INR (Rs.) Crores/ USD Million*	NET WORTH In INR (Rs.) Crores / USD Million*
*Rate of conversion (if used any): USD 1.00 = INR		
Place:		
Date:		
Seal:		
Membership No.:		
Registration Code:		
Signature:		

****Applicable for Global Tenders.***

NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.

PROFORMA – C

PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s(mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at.....herein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
 - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
 - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
 - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
 - (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable)

Witness:

- 1.
- 2.

for and on behalf of (Bidder)

Witness:

- 1.
- 2.