



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

Telephone No. (91-374) 2808724

Fax No: (91-374) 2800533

Email: materials@oilindia.in; erp_mm@oilindia.in

Tender No. & Date	: SDG 5405P18/09 dated: 10.08.2017
Tender Fee	: INR 6,000.00 OR USD 100.00
Bid Security Amount	: INR 87,000.00 OR USD 1350.00
Bidding Type	: SINGLE STAGE COMPOSITE BID SYSTEM
Period of Sale of Bid Documents	: From 16.08.2017 to 20.09.2017; 15:30 Hrs (IST)
Bid Closing on	: 27.09.2017 (at 11.00 Hrs. IST)
Bid Opening on	: 27.09.2017(at14.00 Hrs. IST)
Bid Validity	: Bid should be valid for 90 days from bid closing date.
Bid Bond Validity	: Bid Bond Should be valid up to 27.03.2018
Performance Guarantee	: Applicable @ 10% of Order value
Integrity Pact	: Not Applicable
List of Annexures Applicable	: Annexure-I–Specification and various notes to bidders Annexure- II - Bid evaluation & Rejection Criteria Annexure- III - Check List (Technical & Commercial) Annexure-IV - Certificate of Annual Turnover & Net Worth Annexure- V- Technical Evaluation Matrix (Technical)

ANNEXURE – I

OIL INDIA LIMITED invites Global Tenders for items detailed below:

Item No	Item Description	Quantity
10	Supply of Linear Swell Meter	1 No.
20	Installation & Commissioning of Item no -10	1 AU
30	Training	1 AU

AA:: ITEM SPECIFICATION/SCOPE OF WORK:

1.0 SCOPE OF SUPPLY & EQUIPMENT DESCRIPTION:

The scope of supply shall cover supply, installation, testing, calibration, training and commissioning of Linear Swell Meter.

It shall comprise of PC based human machine interfacing station and shall be capable of measuring the shale properties such as specific surface area (SSA), total cation exchange capacity (methylene blue test), dispersibility and/or erosion potential, swelling potential, and strength of reactive shale and reactive clay while drilling by a suitable type of drilling fluids like WBM/OBM/SOBM/NIF whose density range would be in the range of 1gm/cc to 2.0gm/cc.

The operating and data acquisition software shall run with the help of a computer (PC) as per the user defined test cycle. It shall have provision for entering test data input, such as sample length, logging frequency, channel number, and a description of the swelling test. The software records the measurements and summarizes the results in a real-time graph that shows the percentage of clay/shale swelling versus time. It shall also provide the user with as much flexibility as possible; the control software shall allow a test cycle to be edited during testing. Test cycles shall be easily paused and resumed or profile steps skipped.

The software shall have the capability to run automatic calibration cycles using calibration fluids. Once testing is completed, the results shall be displayed in user-configurable graphs. The test results shall be stored in a universal spreadsheet file format.

The main equipment(measuring system) shall be complete with a PC, a two-Head compactor unit, Hand Pump , Core Pressure Gauge , Panel Valve, Core Chamber, Core Chamber Cap, Compactor Hydraulic Cylinder (Compactor cell), Computer(PC) with software for testing the shale sample with a provision of start and stop for a test using the menu options. The main display on the computer shall show the graphs and test data. Also, the swelling time (minutes) and percentage of swelling shall appear on the computer monitor

when the cursor is placed along a graph line. The program shall be configured to automatically alert if anything going wrong or mis-matching while the equipment is in operation such as not full filling Pre-set times of day, crossing of pre-set swell percentages or the moment of exceeding the pre-set slopes.

If the program is shut down or the power fails, the testing progress shall resume automatically when the program is restarted. The bidder's scope shall also include minimum spares as required for smooth operation of the equipment till warranty period.

Bidder shall also supply all tools & tackles and repair kit for operation, 2 nos of Durometers for measuring shale plug hardness before and after the test, Hand pump for installation and maintenance of the equipment.

2.0 SPECIFICATION FOR LINEAR SWELL METER:

- a) Minimum Temperature of Swell Meter: 50°C(130°F)
- b) Transducer Travel: ±0.2inch or 0.5cm minimum
- c) Power Requirements: 230 VAC ±5%, 50 HZ
- d) If power requirement for the equipment is less than 230VAC , necessary arrangement for the same shall be provided by the vendor to run the equipment.

3.0 SPECIFICATION FOR COMPACTOR UNIT:

The compactor unit shall consist of the following minimum items such as Hand pump, Compactor hydraulic cylinder, core pressure gauge, panel valve, cylindrical core chamber/sample chamber ,core chamber cap etc.

- a) Maximum operating Temperature : 260degC
- b) Temperature Range: Ambient to 500°F (260°C)(Maximum)
- c) Minimum Operating Pressure : 2000 psi
- d) Maximum Operating Pressure: 10,000 psi
- e) Pressure Range: Atmospheric to 10,000 psi
- f) Linear Resolution: 0.1 to 1% or better on full scale range.
- g) Material of Construction: Stainless steel or equivalent
- h) Power Requirement: 230 VAC ±5%, 50 HZ(If power requirement for the equipment is less than 230VAC, necessary arrangement for the same shall be provided by the vendor to run the equipment.)
- i) UPS: To provide uninterrupted regulated power supply with minimum 1hour Battery backup.
- j) Supplied Pressure: Compressed Air or Nitrogen Cylinder (OIL's scope).
- k) Units: English units for temperature and pressure and other parameters. However, facility of conversion into other units like SI, CGS, and MKS shall be available.

4.0 PC AND PRINTER:

- a) Branded PC from HP, Lenovo, Dell, Sony etc with minimum 500 GB HDD with Intel i5 Processor or above , 4GB RAM, DVD R/W, 17 inch TFT Monitor, Key Board, Optical Mouse etc., 64 bit Windows 8 or latest Operating System.
- b) HP LaserJet or equivalent colour printer compatible with the supplied PC.
- c) Antivirus with minimum one year validity

5.0 SOFTWARE PACKAGE:

- a) Latest windows based Software package for operation of the entire system and data acquisition compatible with the operating system of the PC to be supplied and allows a fully automated workflow including LIMS (Lab Information Management system) connection if any.
- b) The software shall support client server environment. It shall be possible to export the data to LIMS and automatic data backup.
- c) Successful bidder must provide license (if any) of the supplied software for minimum 10(ten) years from the date of commissioning with their equipment. In case of any up gradation of software, the bidder shall transfer the same to OIL without any extra cost.
- d) Automatic recognition of sample, automatic calibration cycles using calibration fluids, displaying of results in user-configurable graphs. The test results shall be stored in a universal spreadsheet file format etc.

6.0 CALIBRATION: To provide calibration standard, hydraulic oil if any required for calibrating the equipment up to a period of 10(ten) years after the date of commissioning. Vendor shall also provide inspection & test certificates and calibration certificates to OIL along with supply.

7.0 SPECIAL NOTES:

- 1. The Bidder must provide technical catalog/ technical literature/drawings etc. along with their offer for our technical evaluation.
- 2. The bidder shall mention the MAKE and MODEL NO, Year of Manufacturing of their offered equipment.
- 3. The instrument must be equipped with control and safety instrumentation system, safety cut off switch for low and high pressure Cut off. Additional rupture disk for safety release of pressure in case the operating pressure exceeds the safety limit.
- 4. Provision for PC control via software equipped with communication interface, cables and connectors etc.
- 5. Bidder must state the address of their nearest service centre along with the offer.
- 6. The bidder shall have either service centre in India or must have factory trained service Engineer with proper certificate in India to provide after sales service/repair of the equipment. List of such service centre(s) or factory trained service Engineer(s) to be provided with the offer.
- 7. The equipment shall be new with serial number and date of manufacture embossed on it.

8. The equipment shall be factory tested thoroughly at the supplier's yard before dispatch for straightway commissioning.

9. Bidder shall supply all accessories/spares for initial installation and commissioning along with the main equipment without any extra price implication to OIL and is the sole responsibility of the supplier only.

10. Two hard copies and one soft copies (CD/DVD) of operating and maintenance manuals complete with schematic and circuit diagrams etc. shall be provided along with the supply. The language of the manuals shall be in English.

11. Minimum indicative requirement: Vendor shall supply all required items (hardware / software) for swell measurements. The lists of following items are required to be supplied along with the equipment:

a) Vacuum dessicator, vacuum pump for normalising the reconstituted core plug.

b) Mortar and pestle to pulverise shale sample.

c) Caliper 0-1 inch range which can measure the accuracy upto (+-)0.001 inch accuracy

d) 60 mesh and 200 mesh screen to wash and separate crushed shale respectively.

e) Evaporation dish for use in during swell test and Container with lid to store shale test samples.

f) Durometer type D and Type A to measure shale plug hardness before and after shale test respectively.

12. List of consumables/ spares with their part number, if any, for smooth running of the equipment for 5(five) years shall be quoted separately along with the price. The price of the consumables/spares shall not be considered for bid evaluation.

8.0 PRE-DISPATCH INSPECTION: After completion of fabrication of the complete system at manufacturer's works, OIL may depute one Chemical Executive along with one Instrumentation Engineer for pre-dispatch inspection of the equipment. The supplier shall dispatch the items along with all the required accessories after completion of inspection.

The cost of travel, boarding and lodging of OIL Engineers for pre-dispatch inspection will be borne by OIL. The bidder has to inform at least two months in advance for inspection of the equipment along with QAP (Quality Assurance Procedure) for OIL's approval.

9.0 INSTALLATION AND COMMISSIONING OF SUPPLIED SYSTEM: Installation and commissioning of the total system is in vendor's scope. Vendor is to consider the following points in respect of installation and commissioning activities.

a) Commissioning schedule:

After the receipt of the materials at OIL site, vendor shall mobilize required manpower/tools/machineries etc. to execute the installation and commissioning jobs at Chemical Laboratory, Oil India Limited, Duliajan, and State: Assam. India PIN: 786602.

The Installation & commissioning activities shall be completed within 30 days from the date of intimation by Oil India Limited after receipt of materials at site.

Vendor to provide all consumables and test standards required for commissioning of the system at OIL site along with the equipment.

b) Calibration:

It is the responsibility of the bidder to make the instrument calibrated. The calibration validity and calibration frequency of the Instrument must be mentioned by the bidder. If the calibration goes out during this period then necessary rectification and re-calibration shall be in bidder's scope. The calibration procedure shall be very clearly indicated in the operation manual.

c) Training: Vendor shall organize onsite training to OIL Employees covering all aspects of operation and maintenance of the instruments after successful commissioning of the equipment.

The training period shall be at least one week covering both for operation and maintenance.

A manual covering all aspects of normal operation, maintenance, trouble shooting, do, don'ts etc to be submitted along with the equipment.

Soft copy of Safe Operating Procedure (SOP) shall be provided along with the equipment.

10.0 AFTER SALES & SERVICE/REPAIR: The bidder shall have either service centre in India or must have factory trained service Engineer with proper certificate in India to provide after sales service/repair of the equipment. List of such service centre(s) or factory trained service Engineer(s) to be provided with the offer.

11.0 ANNUAL MAINTENANCE CONTRACT (AMC): After completion of warranty period, OIL may enter into an ANNUAL MAINTENANCE CONTRACT (AMC) with the supplier / vendor for five years. The Nature of AMC shall be Comprehensive one. The cost of spares required for maintaining the equipment shall be in bidder's scope without any additional price implication to OIL. Bidder' to maintain ready stock available to meet any breakdown due to failure of components.

The bidder has to quote for onsite comprehensive AMC charges for supplied equipment including software for 5 years on a per year basis separately.

Contractual Period: In case OIL exercises the option to enter into comprehensive AMC with the bidder, a separate contract agreement shall be made between the bidder and OIL for the AMC for five years with the above terms and conditions after completion of warranty of 18 months from the date

of dispatch or 12 months from the date of successful commissioning whichever is later.

Types of visit: There will be two types of visit to OIL site - Normal and Emergency visit. One competent engineer from the supplier has to visit Duliajan at least once in 6 months for preventive and corrective maintenance of all supplied equipment including software up-gradation as required.

Normal (Preventive) visit: To check the normal healthiness of the system and attending problem vendor has to make a compulsory/mandatory visit once in a year as per OIL's requirement on a mutually agreed schedule. During the visit, vendor shall also carry out any software upgradation or configuration of existing hardware/software, if felt necessary.

Emergency visit: There will be no limit for emergency visit. To attend any emergency situation and/or breakdown reported by OIL, vendor shall mobilize their competent engineer to OIL site within two weeks of the intimation.

Accommodation & Conveyance: All visits including transport to and fro journey and accommodation at Duliajan by supplier's personnel for AMC related work shall have to be borne by the successful bidder.

However Local conveyance shall be provided by OIL at Duliajan.

Payment terms: Pro rata basis against the submitted invoice after the completion of each visit.

12.0 DEVIATION FROM PURCHASER'S REQUIREMENT: Bidder shall be specific to OIL's requirement and shall offer as per OIL's terms & conditions and requirements. If there is any deviation, bidder shall indicate the deviation clearly with sufficient justification in a separate sheet. Not indicating any deviation by the bidder shall be considered as full acceptance of the OIL's terms & conditions.

13.0 WARRANTY/GUARANTY: The Vendor shall provide warranty for a period of minimum 18 months from the date of shipment or 12 months starting from the date of successful commissioning whichever is later. During warrantee period if any item of the offered system fails or performance of the offered system is not satisfactory, vendor shall have to replace /rectify the same within 30 days from the date of intimation by OIL, without any financial implication to OIL. Courier charges, transportation and taxes for supplying the spares upto OIL premises to be borne by the vendor. In case of failure on the part of the successful bidder to rectify a fault of supplied items / equipment or software, within 30 days of reporting the problem, a penalty at the rate of 0.5% per day will be imposed till rectification of fault, subject to a maximum of 7.5% of the total value of the order shall be deducted from the PBG. For any delay beyond 45 days, the warranty period for all the items shall be extended on a pro-rata basis

All visits including transport to and fro journey to Duliajan and accommodation at Duliajan by supplier's personnel for warranty related work shall have to be borne by the successful bidder. Warranty certificates to be provided along with the equipment.

BB) General Notes for e-tender :

- 1.0 Tender Fee – Tender fee must be paid online through OIL’s payment gateway only and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.**
- 2.0 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.**
- 3.0 The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to “General Terms & Conditions” for e-Procurement.
- 4.0 Bid must be submitted online through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 5.0 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.
 - 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.**
- 6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 7.0 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 the rejection of its offer without seeking any clarifications.
- 8.0 All the Bids must be Digitally Signed using “Class 3” digital certificate (*e-commerce application*) with organisation names 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.

- 9.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 10.0 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 12.0.2017)** ” available in the login Page of the OIL’s E-tender Portal.



Oil India Limited e-Procurement

User ID *

Password *

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[Important Note for New Portal Users:](#)

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- 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 Quantity of Individual item may be increased or decreased 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.
- 14.0 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.
- 15.0 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.
- 16.0 Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.
- 17.0 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.
- 18.0 Payment terms: Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)
- 19.0 Liquidated Damage: Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)

- 20.0 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.

The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:

- a. (i) "MT760/ MT760 COV for issuance of bank guarantee
(ii) MT767/ MT767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin-786602.

- 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.

- 21.0 The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty during import will be applicable. Indigenous bidder shall be eligible for Deemed Export Benefit against this purchase. Details of Deemed Export are furnished vide Addendum to MM/GLOBAL/E-01/2005 attached. However, Indian bidders will not be issued Recommendatory Letter.

In the event of an order on indigenous bidder under deemed export scheme, OIL will issue Project Authority Certificate(PAC) and arrange for DGH Certificate as may be appropriate/applicable. Supplier shall effect dispatch only on receipt of these certificates from OIL, failing which all related liabilities shall be to Supplier's account."

CC :: 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.

DD :: PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)

Purchase preference policy (linked with Local Content) (PP-LC) is applicable to this tender and may refer to Annexure-PPLC in this regard in addition to the clauses mentioned hereunder:

- a) Ministry of Petroleum & Natural Gas, Government of India implemented PP-LC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd. 25.04.2017.
- b) As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. Bidders seeking Purchase preference (linked with Local Content)(PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide MOPNG notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).
- c) In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE

policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

- d) Price Break-up: The bidder shall provide break up of "Local component" and "Imported Component" along with their price bid.
- e) Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____."

- f) Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL's tender No. _____ by M/s _____ (Name of the bidder)."

- g) Failure to submission of documents as mentioned in d), e) & f) above will be treated as "Calculation of LC is not verifiable, the value of LC of the said component shall be treated as NIL" and hence will not be eligible for PP-LC.
- h) At the time of bidding, the bidder has to confirm in their bid for submission/ complying the following in the event of order:

i) In case of procurement of goods under PP-LC, the LC content may be calculated by the supplier and the verification of the procurement of goods, service shall be carried out by a Statutory Auditor engaged by the bidder.

ii) The supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met, issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured.

iii) The local content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

iv) A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price. View this, the supplier shall confirm in their bid for submission of PBG (PBG-PPLC) of 10% of the contract value which shall be valid throughout the execution of the contract(format as provided vide the notification). This PBG-PPLC is in addition to the PBG, which is required to be submitted by the successful bidder as per OIL's general terms & condition. **Bidders to provide an undertaking complying to the submission of additional PBG along with their bid, in case of availing PPLC benefit.**

v) Bidders should note that PP - LC shall not be available in case of procurement of goods /services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP).

ANNEXURE- II

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

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.

A) BID REJECTION CRITERIA (BRC)

A1. 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.

(v) Any other documents which shall prove that the bidder has successfully executed such order (s).

Note: a) 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.

b) Satisfactory supply / completion / installation report should be on issuing company's letterhead with signature and stamp.

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.
- (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

Note: a) 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.

b) Satisfactory supply / completion / installation report should be on issuing company's 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.

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 Unsolicited bids shall be straightway rejected.

7.0 Bidder/OEM must submit an undertaking alongwith the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.

A2. FINANCIAL CRITERIA:

1. Annual Turnover: The bidder shall have an annual financial turnover of minimum US\$ 34,000.00 or Rs 21,75,000.00 during any of the preceding 03 (three) financial years reckoned from the original bid closing date of the tender.

2. "Net Worth" of the bidder should be positive for the preceding financial/ accounting year (i.e. FY2016-17).

3. 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..... (As the case may be) has actually not been audited so far'.

Note: 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 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.

4. 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\$.

A.3 COMMERCIAL

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

- 1.0 Bids are invited under **Single Stage Composite Bid System**. Bidders shall quote accordingly under Single Stage Composite Bid System.
- 2.0 The prices offered shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.
- 4.0 Bids containing incorrect statement shall be rejected.
- 5.0 Validity of the bid shall be minimum 120 days from the date of Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 **Bid Security in ORIGINAL** shall be furnished by the Bidder as a part of their Bid. The amount of Bid Security & its validity shall be specified in

the covering letter of this bid document. **Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

- 6.1 For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
- 7.0 Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of 18 months from the date of shipment/dispatch or twelve (12) months from the date of receipt of the items at destination, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier’s expenses at no extra cost to OIL.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten (10%) of total evaluated value of Order, which should remain valid throughout the period execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above
- 9.0 Offers should be submitted along with Integrity Pact duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 10.0 Evaluation of Bid shall be done on individual item basis.
- 11.0 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 (bidder to indicate HSN Code):**
- (B) Pre-despatch inspection charges, if any:**
- (C) Packing & FOB:**
- (D) FOB Value (A+B+C):**

- (E) Overseas Freight Charges upto Kolkata:
- (F) Banking & Insurance @1.5% of D:
- (G) CIF Value (D+E+F):
- (H) Landing Charges @1% on G:
- (I) CIF Landed Value (G+H):
- (J) IGST (including cess, if any) on I:
- (K) CIF+GST Landed Value (I+J):
- (L) Training Charges:
- (M) GST on Training Charges:
- (N) Installation & Commissioning charges:
- (O) GST on Installation & Commissioning charges:
- (P) Post Warranty Comprehensive AMC Charges for 5 years:
- (Q) GST on AMC charges:
- (R) Total Value (K+L+M+N+O+P+Q+R):
- (S) Gross Weight & Volume for item no 10:
- (T) Cost (with break-up) of 5 years recommended consumables/ spares (shall not be considered for evaluation):

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

- (A) Basic Material Value (bidder 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) GST (including cess, if any) on D:
- (F) Total FOR Despatching Station value (D+E):
- (G) Inland Freight charges upto Duliajan, Assam:
- (H) GST on G:
- (I) Insurance charges @0.5%, inclusive of GST:
- (J) Training Charges:
- (K) GST on Training Charges:
- (L) Installation & Commissioning charges:
- (M) GST on Installation & Commissioning charges:
- (N) Post Warranty Comprehensive AMC Charges for 5 years:
- (O) GST on AMC charges:
- (P) Total FOR Duliajan Value (F+G+H+I+J+K+L+M+N+O):
- (Q) Gross Weight & Volume
- (R) Import Content, if any
- (S) Cost (with break-up) of 5 years recommended consumables/ spares (shall not be considered for evaluation):

12.0 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

13.0 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.

B. 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:

B.1 COMMERCIAL

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

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

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. However, IGST @5% shall be applicable. IGST @5% shall be applicable for Indigenous bidders also under deemed export benefit.

4.1 When only foreign bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in **A3. Commercial 11.0 (i) R**

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:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in **A3. Commercial 11.0 (ii) P**

4.3 When both foreign and domestic bidders are involved:

The Total Value of domestic bidder as worked out as per para **A3. Commercial 11.0 (ii) P (excluding G,H & I)** above and Total Value of the foreign bidder worked out as per Para **A3. Commercial 11.0 (i) R** 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.

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ANNEXURE-III**(A) COMMERCIAL CHECK-LIST**

Sl. No.	PARAMETERS/REQUIREMENTS	BIDDER RESPONSE	REMARKS IF ANY
1.	Whether Original Signed quotation submitted?	YES/NO	
2.	Whether quoted as manufacturer?	YES/NO	
3.	Whether quoted as authorized dealer? [To Specify]	YES/NO	
4.	If quoted as authorized dealer,		
5.	(a)Whether submitted valid and proper authorization letter from manufacturer IN ORIGINAL confirming that bidder is their authorized dealer for the product offered?	YES/NO	
6.	(b)Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	YES/NO	
7.	Whether ORIGINAL Bid Bond (not copy of Bid Bond) enclosed with the offer? If YES, provide details	YES/NO	
	(a) Amount :		
	(b) Name of issuing Bank :		
	(c) Validity of Bid Bond :		
8.	Whether offered firm prices?	YES/NO	
9.	Whether quoted offer validity of 90 days from the date of closing of tender?	YES/NO	
10.	Whether quoted a firm delivery period?	YES/NO	
11.	Whether quoted as per NIT (without any deviations)?	YES/NO	
12.	Whether any deviation is there in the offer?	YES/NO	
13.	Whether deviation separately highlighted?	YES/NO	
14.	Whether agreed to the NIT Warranty clause?	YES/NO	
15.	Whether Price Bid submitted as per Price Schedule?	YES/NO	
16.	Whether indicated the country of origin for the items quoted?	YES/NO	
17.	Whether all the items of tender quoted?	YES/NO	
18.	Whether technical literature/catalogue/drawings enclosed?	YES/NO	
19.	For Foreign Bidders - Whether offered FOB/FCA port of dispatch including sea/air worthy packing & forwarding?	YES/NO	
20.	For Foreign Bidders – Whether port of shipment indicated? [To specify]	YES/NO	
21.	For Foreign Bidders only - Whether indicated	YES/NO	

	ocean freight up to C&F Kolkata port (Excluding marine insurance)?	
22.	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?	YES/NO
23.	Whether weight & volume of items offered indicated?	YES/NO
24.	Whether confirmed to submit PBG as asked for in NIT?	YES/NO
25.	Whether agreed to submit PBG within 30 days of placement of order?	YES/NO
26.	For Indian bidders – Whether place of dispatch indicated in the offer? [To specify]	YES/NO
27.	For Indian bidders – Whether road transportation charges up to Duliajan quoted?	YES/NO
28.	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	YES/NO
29.	For Indian Bidders only - Whether offered Deemed Export prices?	YES/NO
30.	Whether quoted prices are exclusive of Excise duty?	YES/NO
31.	For Indian bidders only – whether import content indicated in the offer?	YES/NO
32.	For Indian Bidders only - whether all Taxes have been indicated categorically?	YES/NO
33.	Whether all BRC/BEC clauses accepted?	YES/NO

B) Technical Check list:

Sl. No.	PARAMETERS/REQUIREMENTS	Compliance	Yes/No
1.	The equipment offered shall meet all the technical specifications given in the NIT.		
2.	The equipment offered shall meet the all Features indicated in the NIT.		

3.	Compliance for installation and commissioning of the equipment at site.	
4.	Tools and tackles, repair kit required for installation and commissioning and onward Maintenance.	
5.	List of recommended spares for five years Trouble free operation quoted separately.	
6.	Two sets hard copies and two sets soft copies (CD/DVD)of operation and maintenance Manuals in English.	
7.	Pre-shipment inspection facility at suppliers' Premises offered.	
8	Onsite training for 7 days during commissioning of the equipment.	
9	Compliance to warranty clause	
10	Commitment to repair/replace during warranty period	
11	Commitment to provide service after the warranty period	
12	List of service centers in India	

C. TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Mention Make and Model of the Items quoted	
02	Mention Bid validity quoted	
03	Mention Payment Terms quoted	

04	Mention Guarantee/Warranty Terms quoted	
05	Mention Delivery Period quoted	
08	Mention 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: a) Liquidated Damage b) Warranty/Guarantee c) Arbitration/Resolution of Dispute d) Force Majeure e) Applicable laws	
12	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	

Signature _____

Name _____

Designation _____

.....

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

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

Place:
Date:

Seal

Membership No:
Registration Code:

Signature

***Applicable only for GLOBAL tenders**

Technical Evaluation sheet

Sl. No.	Clause No of Tender Document: Technical Specification/ Scope of Work	Description Bidders Remarks Complied/ Not Complied/ Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance
1.0	SCOPE OF SUPPLY & EQUIPMENT DESCRIPTION:		
	The scope of supply shall cover supply, installation, testing, calibration, training and commissioning of Linear Swell Meter.		
	It shall comprise of PC based human machine interfacing station and shall be capable of measuring the shale properties such as specific surface area (SSA), total cation exchange capacity (methylene blue test), dispersibility and/or erosion potential, swelling potential, and strength of reactive shale and reactive clay while drilling by a suitable type of drilling fluids like WBM/OBM/SOBM/NIF whose density range would be in the range of 1gm/cc to 2.0gm/cc.		

	<p>The operating and data acquisition software shall run with the help of a computer (PC) as per the user defined test cycle. It shall have provision for entering test data input, such as samplelength, logging frequency, channel number, and a description of the swelling test. The software records the measurements and summarizes the results in a real-time graph that shows the percentage of clay/shale swelling versus time. It shall also provide the user with as much flexibility as possible; the control software shall allow a test cycle to be edited during testing. Test cycles shall be easily paused and resumed or profile steps skipped.</p>		
	<p>The software shall have the capability to run automatic calibration cycles using calibration fluids. Once testing is completed, the results shall be displayed in user-configurable graphs. The test results shall be stored in a universal spreadsheet file format.</p>		
	<p>The main equipment(measuring system) shall be complete with a PC, a two –Head compactor unit, Hand Pump , Core Pressure Gauge , Panel Valve , Core Chamber , Core Chamber Cap, Compactor Hydraulic Cylinder (Compactor cell), Computer(PC) with software for testing the shale smple with a provision of start and stop for a test using the menu options. The main display on the computer shall show the graphs and test data. Also, the swelling time (minutes) and percentage of swelling shall appear on the computer monitor when the cursor is placed along a graph line. The program shall be configured to automatically alert if anything going wrong or mismatching while the equipment is in operation such as not full filling Pre-set times of day , crossing of pre-set swell percentages or the moment of exceeding the pre-set slopes.</p>		

	If the program is shut down or the power fails, the testing progress shall resume automatically when the program is restarted. The bidder's scope shall also include minimum spares as required for smooth operation of the equipment till warranty period.		
	Bidder shall also supply all tools & tackles and repair kit for operation, 2 nos of Durometers for measuring shale plug hardness before and after the test, Hand pump for installation and maintenance of the equipment.		
2.0	SPECIFICATION FOR LINEAR SWELL METER:		
	a) Minimum Temperature of Swell Meter: 50°C(130°F)		
	b) Transducer Travel: ±0.2inch or 0.5cm minimum		
	c) Power Requirements: 230 VAC ±5%, 50 HZ		
	d) If power requirement for the equipment is less than 230VAC , necessary arrangement for the same shall be provided by the vendor to run the equipment.		
3.0	SPECIFICATION FOR COMPACTOR UNIT:		
	The compactor unit shall consist of the following minimum items such as Hand pump, Compactor hydraulic cylinder, core pressure gauge, panel valve, cylindrical core chamber/sample chamber ,core chamber cap etc.		
	a) Maximum operating Temperature : 260 degC		
	b) Temperature Range: Ambient to 500°F (260°C)(Maximum)		
	c) Minimum Operating Pressure : 2000 psi		
	d) Maximum Operating Pressure: 10,000 psi		
	e) Pressure Range: Atmospheric to 10,000 psi		
	f) Linear Resolution: 0.1 to 1% or better on full scale range.		

	g) Material of Construction: Stainless steel or equivalent		
	h) Power Requirements: 230 VAC $\pm 5\%$, 50 HZ (If power requirement for the equipment is less than 230VAC, necessary arrangement for the same shall be provided by the vendor to run the equipment.)		
	i) UPS: To provide uninterrupted regulated power supply with minimum 1hour Battery backup.		
	j) Supplied Pressure: Compressed Air or Nitrogen Cylinder (OIL's scope).		
	k) Units: English units for temperature and pressure and other parameters. However facility of conversion into other units like SI, CGS, and MKS shall be available.		
4.0	PC AND PRINTER:		
	a) Branded PC from HP, Lenovo, Dell, Sony etc with minimum 500 GB HDD with Intel i5 Processor or above , 4GB RAM, DVD R/W, 17 inch TFT Monitor, Key Board, Optical Mouse etc. , 64 bit Windows 8 or latest Operating System.		
	b) HP LaserJet or equivalent colour printer compatible with the supplied PC.		
	c) Antivirus with minimum one year validity		
5.0	SOFTWARE PACKAGE:		
	a) Latest windows based Software package for operation of the entire system and data acquisition compatible with the operating system of the PC to be supplied and allows a fully automated workflow including LIMS (Lab Information Management system) connection if any.		
	b) The software shall support client server environment. It shall be possible to export the data to LIMS and automatic data backup.		

	c) Successful bidder must provide license (if any) of the supplied software for minimum 10(ten) years from the date of commissioning with their equipment. In case of any up gradation of software, the bidder shall transfer the same to OIL without any extra cost.		
	d) Automatic recognition of sample, automatic calibration cycles using calibration fluids, displaying of results in user-configurable graphs. The test results shall be stored in a universal spreadsheet file format etc.		
6.0	CALIBRATION: To provide calibration standard, hydraulic oil if any required for calibrating the equipment up to a period of 10(ten) years after the date of commissioning. Vendor shall also provide inspection & test certificates and calibration certificates to OIL along with supply.		
7.0	SPECIAL NOTES:		
1	The Bidder must provide technical catalog/ technical literature /drawings etc along with their offer for our technical evaluation.		
2	The bidder shall mention the MAKE and MODEL NO, Year of Manufacturing of their offered equipment.		
3	The instrument must be equipped with control and safety instrumentation system, safety cut off switch for low and high pressure Cut off. Additional rupture disk for safety release of pressure in case the operating pressure exceeds the safety limit.		
4	Provision for PC control via software equipped with communication interface, cables and connectors etc.		
5	Bidder must state the address of their nearest service centre along with the offer.		

6	The bidder shall have either service centre in India or must have factory trained service Engineer with proper certificate in India to provide after sales service/repair of the equipment. List of such service centre(s) or factory trained service Engineer(s) to be provided with the offer.		
7	The equipment shall be new with serial number and date of manufacture embossed on it.		
8	The equipment shall be factory tested thoroughly at the supplier's yard before dispatch for straightway commissioning.		
9	Bidder shall supply all accessories/spares for initial installtion and commissioning along with the main equipment without any extra price implication to OIL and is the sole responsibilty of the supplier only.		
10	Two hard copies and one soft copies (CD/DVD) of operating and maintenance manuals complete with schematic and circuit diagrams etc. shall be provided along with the supply. The language of the manuals shall be in English.		
11	Minimum indicative requirement: Vendor shall supply all required items (hardware / software) for swell measurements.The lists of following items are required to be supplied along with the equipments.		
	a)Vacuum dessicator,vaccum pump for normalising the reconstituted core plug.		
	b) Mortar and pestle to pulverise shale sample.		
	c)Caliper 0-1inch range which can measure the accuracy upto +- 0.001 inch accuracy		
	d)60mesh and 200 mesh screen to wash and separte crushed shale respectively.		
	e) Evaporation dish for use in during swell test and Container with lid to store shale test samples.		
	f)Durometer type D and Type A to measure shale plug hardness before and after shale test respectively.		

12	List of consumables/ spares with their part number if any for smooth running of the equipment for 5(five) years shall be quoted separately along with the price .The price of the consumables/spares shall not be considered for bid evaluation.		
8.0	PRE-DISPATCH INSPECTION: After completion of fabrication of the complete system at manufacturer's works, OIL may depute one Chemical Executive along with one Instrumentation Engineer for pre-dispatch inspection of the equipment. The supplier shall dispatch the items along with all the required accessories after completion of inspection.		
	The cost of travel, boarding and lodging of OIL Engineers for pre-dispatch inspection will be borne by OIL. The bidder has to inform at least two months in advance for inspection of the equipment along with QAP (Quality Assurance Procedure) for OIL's approval.		
9.0	INSTALLATION AND COMMISSIONING OF SUPPLIED SYSTEM: Installation and commissioning of the total system is in vendor's scope. Vendor is to consider the following points in respect of installation and commissioning activities.		
	a) Commissioning schedule:		
	After the receipt of the materials at OIL site, vendor shall mobilize required manpower/tools/machineries etc. to execute the installation and commissioning jobs at Chemical Laboratory, Oil India Limited, Duliajan, and State: Assam. India PIN: 786602.		
	The Installation & commissioning activities shall be completed within 30 days from the date of intimation by Oil India Limited after receipt of materials at site.		
	Vendor to provide all consumables and test standards required for commissioning of the system at OIL site along with the equipment.		

	b) Calibration:		
	It is the responsibility of the bidder to make the instrument calibrated. The calibration validity and calibration frequency of the Instrument must be mentioned by the bidder. If the calibration goes out during this period then necessary rectification and re-calibration shall be in bidder's scope. The calibration procedure shall be very clearly indicated in the operation manual.		
	c) Training: Vendor shall organize onsite training to OIL Employees covering all aspects of operation and maintenance of the instruments after successful commissioning of the equipments.		
	The training period shall be at least one week covering both for operation and maintenance.		
	A manual covering all aspects of normal operation, maintenance, trouble shooting, do, don'ts etc to be submitted along with the equipment.		
	Soft copy of Safe Operating Procedure (SOP) shall be provided along with the equipment.		
10.0	AFTER SALES & SERVICE/REPAIR: The bidder shall have either service centre in India or must have factory trained service Engineer with proper certificate in India to provide after sales service/repair of the equipment. List of such service centre(s) or factory trained service Engineer(s) to be provided with the offer.		

11.0	ANNUAL MAINTENANCE CONTRACT (AMC): After completion of warranty period, OIL may enter into an ANNUAL MAINTENANCE CONTRACT (AMC) with the supplier / vendor for five years. The Nature of AMC shall be Comprehensive one. The cost of spares required for maintaining the equipment shall be in bidder's scope without any additional price implication to OIL. Bidder' to maintain ready stock available to meet any breakdown due to failure of components.		
	The bidder has to quote for onsite comprehensive AMC charges for supplied equipment including software for 5 years on a per year basis separately.		
	Contractual Period: In case OIL exercises the option to enter into comprehensive AMC with the bidder, a separate contract agreement shall be made between the bidder and OIL for the AMC for five years with the above terms and conditions after completion of warranty of 18 months from the date of dispatch or 12 months from the date of successful commissioning whichever is later.		
	Types of visit: There will be two types of visit to OIL site - Normal and Emergency visit. One competent engineer from the supplier has to visit Duliajan at least once in 6 months for preventive and corrective maintenance of all supplied equipment including software up- gradation as required.		
	Normal (Preventive) visit: To check the normal healthiness of the system and attending problem vendor has to make a compulsory/mandatory visit once in a year as per OIL's requirement on a mutually agreed schedule. During the visit, vendor shall also carry out any software upgradation or configuration of existing hardware/software, if felt necessary.		
	Emergency visit: There will be no limit for emergency visit. To attend any emergency situation and/or breakdown reported by OIL, vendor shall mobilize their competent engineer to OIL site within two weeks of the intimation.		

	Accommodation & Conveyance: All visits including transport to and fro journey and accommodation at Duliajan by supplier's personnel for AMC related work shall have to be borne by the successful bidder.		
	However Local conveyance shall be provided by OIL at Duliajan.		
	Payment terms: Pro rata basis against the submitted invoice after the completion of each visit.		
12.0	DEVIATION FROM PURCHASER's REQUIREMENT: Bidder shall be specific to OIL's requirement and shall offer as per OIL's terms & conditions and requirements. If there is any deviation, bidder shall indicate the deviation clearly with sufficient justification in a separate sheet. Not indicating any deviation by the bidder shall be considered as full acceptance of the OIL's terms & conditions.		
13.0	WARRANTY/GUARANTY: The Vendor shall provide warranty for a period of minimum 18 months from the date of shipment or 12 months starting from the date of successful commissioning whichever is later. During warrantee period if any item of the offered system fails or performance of the offered system is not satisfactory, vendor shall have to replace /rectify the same within 30 days from the date of intimation by OIL, without any financial implication to OIL. Courier charges, transportation and taxes for supplying the spares upto OIL premises to be borne by the vendor. In case of failure on the part of the successful bidder to rectify a fault of supplied items / equipment or software, within 30 days of reporting the problem, a penalty at the rate of 0.5% per day will be imposed till rectification of fault, subject to a maximum of 7.5% of the total value of the order. For any delay beyond 45 days, the warranty period for all the items shall be extended on a pro-rata basis.		
	All visits including transport to and fro journey to Duliajan and accommodation at Duliajan by suppliers's personnel for warranty related work shall have to be borne by the successful bidder. Warranty certificates to be provided along with the equipment.		