



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

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Tender No. & Date	: SDG 6483P18/06 dated: 23.11.2017
Tender Fee	: INR 6,000.00 OR USD 100.00
Bid Security Amount	: INR 31,740.00 OR USD 490.00
Bidding Type	: SINGLE STAGE COMPOSITE BID SYSTEM
Period of Sale of Bid Documents	: From 23.01.2018 to 07.03.2018; 15:30 Hrs (IST)
Bid Closing on	: 14.03.2018 (at 11.00 Hrs. IST)
Bid Opening on	: 14.03.2018 (at 14.00 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 14.09.2018
Performance Guarantee	: Applicable @ 10% of Order value
Integrity Pact	: Not Applicable
List of Annexures	: Annexure-I-Specification and various notes to bidders Applicable Annexure- II- Bid evaluation & Rejection Criteria Annexure- III - Check List (Commercial) Annexure-IV - Certificate of Annual Turnover & Net Worth Annexure-V – Technical Evaluation Matrix (Technical specifications) Annexure – VI - Technical Evaluation Matrix (BEC/BRC)

ANNEXURE – I

OIL INDIA LIMITED invites Global Tenders for items detailed below:

AA: ITEM SPECIFICATION/SCOPE OF WORK:

Item No	Item Description	Quantity
10	<p>UV-VIS Spectrophotometer (01 No)</p> <p>TECHNICAL SPECIFICATION:</p> <p>Line item 10</p> <p>PC based double beam UV – VIS Spectrophotometer</p> <p>1) Wavelength Range: 190 to 900 nm, or wider</p> <p>2) Wavelength Accuracy: 0.5 nm or better</p> <p>3) Wavelength Reproducibility: 0.05 nm or better</p> <p>4) Photometric Mode: Transmittance and Absorbance</p> <p>5) Photometric Range: 8 Abs (minimum)</p> <p>6) Photometric accuracy: 0.005 A at 1A or better</p> <p>7) Wavelength Selection: Manual as well as Automatic (based on method selection)</p> <p>8) Wavelength Resolution: 0.1 nm or better</p> <p>9) Spectral Bandwidth: 0.1 to 5 nm</p> <p>10) Stray Light: 0.00005% at 220nm, NaI, or lower</p> <p>11) Method and software update: Software update should be provided by the party free of cost or should be downloadable via internet on a different PC and transferable to UV-VIS data station (PC) through a USB stick</p> <p>12) Communication interface : USB</p>	1 No.

	13) Footprint (spectrophotometer only, excluding PC/data station) : Bench top model; Width not exceeding 500 mm 14) Power requirement: 220-230 V/50 Hz, AC	
20	Installation & Commissioning of Item no -10	1 AU

BB. SPECIAL NOTES TO THE BIDDERS:

1. The Make and Model of the offered instrument should be clearly mentioned in the offer document. The original product brochure / catalogue (from the OEM) of the offered model must accompany the quotation submitted against this enquiry.

The item shall be brand new, unused & of prime quality. Bidder shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of despatch/shipment or 12 months from date of commissioning the items at site; whichever is earlier. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. Bidders must confirm the same while quoting.

2. Accessories:

The supplier should provide the following items along with the equipment

- a) Square cell made of Quartz, 10 mm path length, two pairs
- c) Other accessories like Software package, power cord and other cables, and other items required for operating the Instrument should be supplied along with the Instrument for immediate installation & commissioning on receipt of the equipment at R&D Laboratory in Duliajan.

3. Installation & Commissioning:

- a) The successful bidder will be required to install and commission the UV-VIS Spectrophotometer and accessories at R&D Department, Oil India Limited, Duliajan, Assam, India by OEM trained and authorized service engineer. The installation engineer should demonstrate all features of the system at the time of installation and impart operational training at site to the laboratory personnel.

b) The supplier should clearly mention the Installation and Commissioning terms (Free-of-Cost / chargeable as extra). In case the supplier wishes to charge an additional amount for installation and commissioning, they should clearly mention this installation term and the chargeable amount in their offer.

c) The Bidder/Supplier should provide pre-installation requirements along with the offer.

4. The original operation and maintenance manuals (both hard copy and soft copy) should be supplied with the instrument.

5. The bid documents should include a confirmation from the original equipment manufacturer (OEM) that the spares for the quoted model shall be available for a minimum period of five years from the date of installation of the instrument.

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7. ANNUAL MAINTENANCE CONTRACT (AMC):

a) The rate for AMC for three years from the date the warranty is over should be quoted with year-wise breakup, which shall be taken into account for evaluation of the bids.

b) While quoting for AMC, the bidder should take into account one (01) preventive maintenance visit and two (02) breakdown visits per year by an OEM trained and authorized service engineer. In case of breakdown visit, the service engineer must come to attend the equipment to make it operational within 15 (fifteen) days after receiving the intimation. In case he cannot rectify the problem during his first visit, and has to visit again to rectify the problem reported/identified originally, all those visits would be considered as single breakdown visit.

c) The bidders must submit a written undertaking that they would be able to provide AMC service at the quoted rates after expiry of warranty.

CC:: 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 GM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.
- 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 12.04.2017)” 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:](#)

[Click here to View Compatibility Settings](#)

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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:** Payment shall be released as follows :
- i) 80 % of the order value shall be paid against proof of despatch/shipment of the goods.

- ii) Remaining 20 % of the order value along with commissioning charges, shall be paid after successful commissioning and acceptance of the unit by OIL.
- iii) OIL may also consider making 100 % payment towards supply of the units against proof of despatch provided bidders agree to pay interest for 20 % of the order value and also submit Bank Guarantee for the amount equivalent to 20 % of the order value.
- iv) Payment towards Installation/Commissioning shall be released on successful completion of the Installation/Commissioning programme.

Any offer not complying with the above shall be loaded at one percent above the prevailing Bank Rate (CC rate) of State Bank of India for evaluation purpose.

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). **The applicable GST on the Liquidated Damage shall have to be borne by the Seller. Accordingly, the Liquidated Damage shall be recovered from the Seller along with applicable GST.**

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 This procurement is entitled to be exempted from Customs/GST, for which GM –R&D shall issue an essentiality certificate in his capacity as head of a research establishment (R&D Department of OIL) which is recognized by DSIR (Govt. of India) and registered with them for availing this exemption. Bidders to quote accordingly.

22.0 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-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
6. **When Input tax credit is available for Set Off**
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off
Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders
7. Bidders agree to do all things not limited to providing GST compliant 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.

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

Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented **PPLC Policy** to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. **PPLC Policy** is applicable to this tender, and a new Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished vide addendum dated 21.08.2017 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 wherever applicable.

ANNEXURE- II

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

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

A.1 TECHNICAL

1.0 Experience

A. MANUFACTURERS EXPERIENCE: IN CASE THE BIDDER IS THE MANUFACTURER

If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidences as per below along with the technical bid:

i) They should have the experience of manufacturing & supplying of at least 01 no. of each tender item of same or higher specification as specified in the tender in the last 5 (five) years preceding the original bid closing date of this tender, to any laboratory in India.

Documentary evidence in respect of manufacturing and supplying the above mentioned item should be submitted with the technical bid, in the form of copies of relevant Purchase Orders (PO date should be within the last 05 years) along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

- I. Satisfactory Inspection Report (OR)
- II. Satisfactory supply completion/installation report (OR)
- III. Bill of Lading, Invoice etc. (OR)
- IV. Consignee receipt delivery challan (OR)
- V. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat. (OR)
- VI. Commercial Invoice/ Payment Invoice

The submitted documents shall be in letter heads with duly

Signed and stamped.

2.0 IN CASE THE BIDDER IS NOT A MANUFACTURER:

If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:

I. Authorization certificate from the manufacturer (in original on manufacturer's letter head) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

II. Undertaking from the manufacturer (in original on manufacturer's letter head) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

III. Warranty backup from the manufacturer in original on manufacturer's letter head against the quality of the tendered item(s) as specified in the tender.

IV. Documentary evidence in respect of manufacturer's supply experience as specified under para 2.A.(i) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).

V. Documentary evidence in respect of bidders' own supply experience of at least 01 no. of each tender item of same or higher specification as specified in the tender in the last 5 (five) years preceding the original bid closing date of this tender, to any laboratory in India should be submitted with the technical bid as specified in para 2.A. (i).

3.0 The material is to be despatched within 6 (six) weeks from the date of issuing of formal Purchase Order

A.2 Financial Criteria:

1.0 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum **Rs. 7,93,500.00 or USD 12,250.00** during any of the preceding 03 (three) financial 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 proceeding to the original bid closing date of the tender (i.e. FY 2016-17).

3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year..... (As the case may be) has actually not been audited so far.

Notes:

- a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:
 - i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Annexure- IV.

OR

- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

4.0 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.

5.0 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 on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

A.3 COMMERCIAL CRITERIA

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 90 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 successful installation of the item 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 percent (10%) of total evaluated value of Order, which should remain valid throughout the period as mentioned in MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders), including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

9.0 Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below.

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

- (A) Material Value for item no 10 including TPI, if any(bidder to indicate HSN Code):**
- (B) Packing & FOB Charges for item no 10:**
- (C) Total FOB Port of Shipment value, (A+B) above :**
- (D) Overseas Freight Charges upto Kolkata, India for item no 10 :**
- (E) Banking &Insurance Charges @1.5% of C :**
- (F) Total CIF Kolkata value, (C+D+E) :**
- (G) Landing Charges @1% of F:**
- (H) Total CIF Landed Value (F+G):**
- (I) IGST @ 5% on H:**
- (J) Compensatory Cess, if any on H:**
- (K) Total CIF+GST Landed Value (H+I+J):**
- (L) Installation & Commissioning charges, if any:**
- (M) GST on Installation and commissioning charges:**
- (N) AMC charges, if any:**
- (O) GST on AMC charges:**
- (P) Total Value in words :**
- (Q) Gross Weight & Volume for item no 10:**

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

- (A) Material Value for item no 10 including TPI (bidder to indicate HSN Code):**
- (B) Packing &Forwarding Charges for item no 10:**
- (C) Total Ex-works value, (A+B) above :**
- (D) Applicable rate of GST on C :**

- (E) Total FOR Despatching Station price, (C+D) above**
- (F) Road Transportation charges to Duliajan for item no 10 including GST:**
- (G) Insurance Charges @0.5% on C including GST:**
- (H) Installation & commissioning charges, if any:**
- (I) GST on Installation & commissioning charges:**
- (J) AMC charges, if any:**
- (K) GST on AMC charges:**
- (L) Total Value in words :**
- (M)Gross Weight& Volume for item no 10 :**
- (N) Import Content, if any for item no 10:**

10.0 Bidder shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- i) Liquidated Damages
- ii) Warranty/Guarantee of material
- iii) Arbitration / Resolution of Dispute
- iv) Force Majeure
- v) Applicable Laws

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

- a) Validity of bid shorter than the validity indicated in the Tender.
- b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
- c) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.
- d) The equipment shall be delivered within 4 months from the placement of formal P.O, failing which the offer will be rejected.

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 – This procurement is entitled to be exempted from Customs/GST, for which GM –R&D shall issue an essentiality certificate in his capacity as head of a research establishment (R&D Department of OIL) which is recognized by DSIR (Govt. of India) and registered with them for availing this exemption. Bidders to quote accordingly.

4.1 When only foreign bidders are involved:

Comparison of bids shall be done on the basis of "TOTAL CIF+CD+GST LANDED VALUE INCLUDING INSTALLATION & COMMISSIONG AND AMC CHARGES (Sl. No. P) of 9.0 (i).

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 shall be done on the basis of "TOTAL FOR DULIAJAN VALUE (Sl. No. L) of 9.0 (ii).

4.3 When both foreign and domestic bidders are involved:

The Total Value of domestic bidder as worked out as per para 4.2 Sl. No. (L) above but excluding Sl. No. “F” & “G” of para 9.0 (ii) and Total Value of the foreign bidder worked out as per Para 4.1 Sl. No. P 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.

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 ocean freight up to C&F Kolkata port (Excluding marine insurance)?	YES/NO
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) 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	
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ANNEXURE – IV

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTARD ACCOUNTANTS' FIRM ON THEIR LETTER HEAD		
<u>TO WHOM IT MAY CONCERN</u>		
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.	Parameters	Technical Specifications	Compliance/Non-compliance/Deviation if any
1	ITEM SPECIFICATION:	V-VIS Spectrophotometer (01 No)	
2		PC based double beam UV – VIS Spectrophotometer	
3	Wavelength Range:	190 to 900 nm, or wider	
4	Wavelength Accuracy:	0.5 nm or better	
5	Wavelength Reproducibility:	0.05 nm or better	
6	Photometric Mode:	Transmittance and Absorbance	
7	Photometric Range:	8 Abs (minimum)	
8	Photometric accuracy:	0.005 A at 1A or better	
9	Wavelength Selection:	Manual as well as Automatic (based on method selection)	
10	Wavelength Resolution:	0.1 nm or better	
11	Spectral Bandwidth:	0.1 to 5 nm	
12	Stray Light:	0.00005% at 220nm, NaI, or lower	
13	Method and software update:	Software update should be provided by the party free of cost or should be downloadable via internet on a different PC and transferable to UV-VIS data station (PC) through a USB stick	
14	Communication interface :	USB	

15	Footprint (spectrophotometer only, excluding PC/data station)	Bench top model; Width not exceeding 500 mm	
16	Power requirement:	220-230 V/50 Hz, AC	

Special Notes

Sl No.	Special Notes	Compliance/Non-compliance/Deviation if any
1	The Make and Model of the offered instrument should be clearly mentioned in the offer document. The original product brochure / catalogue (from the OEM) of the offered model must accompany the quotation submitted against this enquiry.	
2	<p>Accessories:</p> <p>The supplier should provide the following items along with the equipment</p> <p>a) Square cell made of Quartz, 10 mm path length, two pairs</p> <p>b) Other accessories like Software package, power cord and other cables, and other items required for operating the Instrument should be supplied along with the Instrument for immediate installation & commissioning on receipt of the equipment at R&D Laboratory in Duliajan.</p>	
3	<p>Installation & Commissioning:</p> <p>a) The successful bidder will be required to install and commission the UV-VIS Spectrophotometer and accessories at R&D Department, Oil India Limited, Duliajan, Assam, India by OEM trained and authorized service engineer. The installation engineer should demonstrate all features of the system at the time of installation and impart operational training at site to the laboratory personnel.</p>	

	<p>b) The supplier should clearly mention the Installation and Commissioning terms (Free-of-Cost / chargeable as extra). In case the supplier wishes to charge an additional amount for installation and commissioning, they should clearly mention this installation term and the chargeable amount in their offer.</p> <p>c) The Bidder/Supplier should provide pre-installation requirements along with the offer.</p>	
4	The original operation and maintenance manuals (both hard copy and soft copy) should be supplied with the instrument.	
5	The bid documents should include a confirmation from the original equipment manufacturer (OEM) that the spares for the quoted model shall be available for a minimum period of five years from the date of installation of the instrument.	
6	The bid documents should include the standard warranty offered by the OEM, which should be for one year (minimum) from the date of commissioning of the instrument.	
7	<p>ANNUAL MAINTENANCE CONTRACT (AMC):</p> <p>a) The rate for AMC for three years from the date the warranty is over, should be quoted with year-wise breakup, which shall be taken into account for evaluation of the bids.</p> <p>b) While quoting for AMC, the bidder should take into account one (01) preventive maintenance visit and two (02) breakdown visits per year by an OEM trained and authorized service engineer. In case of breakdown visit, the service engineer must come to attend the equipment to make it operational within 15 (fifteen) days after receiving the intimation. In case he cannot rectify the problem during his first visit, and has to visit again to rectify the problem reported/identified originally, all those visits would be considered as single breakdown visit.</p>	

c) The bidders must submit a written undertaking that they would be able to provide AMC service at the quoted rates after expiry of warranty.	
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ANNEXURE-VI

	<u>BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)</u>	Compliance / Non-Compliance
	<u>GENERAL CONFORMITY</u>	
	The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.	
	<u>BID REJECTION CRITERIA (BRC)</u>	
	A.1 TECHNICAL	
1.0	<u>Experience</u>	
1.1	A. MANUFACTURERS EXPERIENCE: IN CASE THE BIDDER IS THE MANUFACTURER	
1.2	If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidences as per below along with the technical bid:	
1.3	i) They should have the experience of manufacturing & supplying of at least 01 no. of each tender item of same or higher specification as specified in the tender in the last 5 (five) years preceding the original bid closing date of this tender, to any laboratory in India. Documentary evidence in respect of manufacturing and supplying the above mentioned item should be submitted with the technical bid, in the form of copies of relevant Purchase Orders (PO date should be within the last 05 years) along with copies of any of the following documents in respect of satisfactory	

	<p>execution of each of those Purchase Orders failing which the bids will be rejected:</p> <ul style="list-style-type: none"> I. Satisfactory Inspection Report (OR) II. Satisfactory supply completion/installation report (OR) III. Bill of Lading, Invoice etc. (OR) IV. Consignee receipt delivery challan (OR) V. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat. (OR) VI. Commercial Invoice/ Payment Invoice <p>The submitted documents shall be in letter heads with duly Signed and stamped.</p>	
2.0	IN CASE THE BIDDER IS NOT A MANUFACTURER:	
2.1	If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:	
2.2	I. Authorization certificate from the manufacturer(in original on manufacturer's letter head) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.	
2.3	II. Undertaking from the manufacturer (in original on manufacturer's letter head) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.	
2.4	III. Warranty backup from the manufacturer in original on manufacturer's letter head against the quality of the tendered item(s) as specified in the tender.	
2.5	IV. Documentary evidence in respect of manufacturer's supply experience as specified under para 2.A.(i) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).	
2.6	Documentary evidence in respect of bidders' own supply experience of at least 01 no. of each tender item of same or higher specification as specified in the tender in the last 5 (five) years preceding the original bid closing date of this tender, to any laboratory in India should be submitted with the technical bid as specified	

	in para 2.A. (i).	
3.0	The material is to be despatched within 6 (six) weeks from the date of issuing of formal Purchase Order.	
A.2	<u>Financial Criteria:</u>	
1.0	Annual Turnover: The bidder shall have an annual financial turnover of minimum Rs. 7,93,500.00 or USD 12,250.00 during any of the preceding 03 (three) financial 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 proceeding to the original bid closing date of the tender (i.e. FY 2016-17).	
3.0	<p>Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year..... (As the case may be) has actually not been audited so far.</p> <p>Notes:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following documents 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 Annexure- IV.</p> <p style="text-align: center;">OR</p>	

	ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.	
4.0	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.	
5.0	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 on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.	
A.3	<u>COMMERCIAL:</u>	-
	Standard commercial BRC as applicable to be included. Additionally following clause to be included at the end:	
1.0	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	
