

Conquering Newer Horizons

MATERIALS DEPARTMENT P.O. DULIAJAN - 786 602 DIST. DIBRUGARH ASSAM, INDIA PHONE: 0374 - 2808720 FAX: 0374 - 2800533 EMAIL: mmfd1@oilindia.in

#### FORWARDING LETTER

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Sub: Tender No. <u>SDG1720P20/09</u> for <u>SUPPLY</u>, <u>INSTALLATION & COMMISSIONING OF ONE NUMBER BEARING INSPECTION SYSTEM BASED ON EDDY CURRENT TECHNOLOGY.</u>

Dear Sirs,

M/s

- 1.0 OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced manufacturers through OIL's e-procurement site for "SUPPLY, INSTALLATION & COMMISSIONING OF ONE NUMBER BEARING INSPECTION SYSTEM BASED ON EDDY CURRENT TECHNOLOGY". One complete set of Bid Document for above is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No	:	SDG1720P20/09 DATED 17.06.2019	
Type of Bidding	:	SINGLE STAGE TWO BID SYSTEM	
Tender Fee	:	NOT APPLICABLE	
Bid Closing Date & Time	:	07.08.2019; 11:00 HRS.	
Technical Bid Opening Date & Time	:	07.08.2019; 14:00 HRS.	
Price Bid Opening Date & Time	:	To be decided later and shall be intimated separately to the technically qualifying bidders.	
Bid Security Amount	:	INR 4,26,420.00 OR USD 6,150.00	
Bid Security Validity	:	Upto <b>31.03.2020</b>	
Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal	
Bid Opening Place	:	Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.	

Bid Validity	:	Bid should be valid for <b>120 days</b> from actual bid closing date.	
Original Bid Security to be submitted		Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.	
Performance Guarantee	:	Applicable @ 10% of Order value	
Integrity Pact	:	To be submitted as per attached format	
Contact Details	:	AMRIT L BORA, MANAGER MATERIALS E-MAIL: MMFD1@OILINDIA.IN; PHN: 0374-2808720	
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: ERP_MM@OILINDIA.IN	
Bids to be addressed to	:	GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.	
LIST OF ANNEXURES A	PP:	LICABLE	
General Terms &	:	MM/GLOBAL/E-01/2005 for E-Procurement ICB	
Conditions		Tenders	
Annexure-A	:	Specification and various notes to bidders	
Annexure-B	:	Bid Evaluation & Rejection Criteria	
Annexure-C	:	Checklist (Technical & Commercial)	
Annexure-D	:	Certificate of Annual Turnover & Net Worth	
Others	:	Any other document uploaded online in OIL's E-procurement portal.	

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

Thanking you, Yours faithfully, OIL INDIA LIMITED

sd/-(Amrit Loushon Bora) Manager Materials(FD) For GM Materials For Resident Chief Executive

#### AA:: TECHNICAL SPECIFICATIONS & QUANTITY OF ITEMS

Sl no	Item description	Quantity
10	Bearing Inspection system based on Eddy Current Technology	01 No
20	Installation & commissioning	01 AU

#### SPECIFICATION OF EDDY CURRENT BASED BEARING INSPECTION EQUIPMENT:

- 1.0 SCOPE OF SUPPLY
- 1.1 Supply of one number Brand new Eddy Current based Bearing Inspection Equipment along with all accessories complete for complete inspection of various kinds of new Roller Bearings, as well as used Bearings.
- 1.2 The scope of work also includes supply, installation & commissioning & imparting training of the Automated Eddy Current based Bearing Inspection Equipment with all accessories complete with actual testing & result of the tests at OIL's premises up to the satisfaction of Oil India Limited.
- 2.0 DETAIL TECHNICAL SPECIFICATION:
- 2.1 EDDY CURRENT BEARING INSPECTION EQUIPMENT
- a) The Eddy Current based Bearing Inspection Equipment should be automated and capable to perform complete inspection of a Roller Bearing of various kinds.
- b) Bearing inspection system should be a turnkey solution. The system should include the 4 axis scanner, all required operating electronics, an external eddy current instrument all of which are completely integrated to the Eddy Current software package with features such as multiple alarms, track display and automatic generation of inspection reports
- c) Bearing inspection system should have automated Eddy Current scanner specifically designed for the inspection of bearing rings, With standard configuration consist of a 4-axis system (Y, Z, Gimbal, Turn Table) and must be designed to inspect inner and outer bearing rings (ball and roller) up to 36" in diameters
- d) The display screen of the equipment shall have good visibility in the light. The equipment shall be supplied complete with all accessories.
- e) PC Data Management and reporting: The equipment should be provided with a PC based software for configuration development, data analysis and report generation. Reports should be easily generated and should be able to extract into PDF format. The equipment should have suitable port arrangement to connect it to printer. The system must be able to provide the comprehensive result of the analysis with display and should have capacity to store and process the data.
- f) The equipment should use language "English" for all purposes
- g) The equipment should be supplied with calibration certificates from the Govt. approved laboratories. Standard reference blocks to be provided, if applicable.
- h) The equipment must be able to do required measurements to detect & locate the defect in Bearing. The measurements should be in millimetres & inches.

- i) Automatic cut-off switch should be provided to protect against below/above the workable voltage.
- j) Protection against overloading of the equipment should be provided by an automatic switch function, if applicable
- k) The equipment should have calibration facility with all required accessories/parts/spares as per national/international standards. All calibration details along with documents wherever stipulated, all calibration software or other attachments to be provided along with the equipment.
- l) A list including price of Spares & consumables for minimum 2 years for smooth operation should be provided separately which will not considered for evaluation of the bid.
- m) Non-comprehensive AMC charges of the equipment to be quoted separately with details which will not be considered for evaluation of the bid.
- n) Literature, software & manuals (operation, service, maintenance): Two set of the following shall be provided free of cost along with the supply. All literatures, documents, drawings etc. must be in English.
- o) Specific Technical Requirements of the Equipment are listed below:
  - A) Mechanical System:
    - i) Granit table top (48" to50" X 30"to32") with aluminium profile support structure
    - ii) Z and Y Axes: Ball screw actuators driven by servo motors equipped with an optical encoders
    - iii) Automated Turntable driven by a servomotor and gearbox equipped with an optical encoder
    - iv) Centering chuck for rings up to 36" in diameter.
    - v) Gimbal assembly for probe positioning
    - vi) Two (2) Probe Holders (1 for pencil & 1 for right angle)
  - B) Electronics: Electronic Enclosure with main control panel including:
    - i) Linear servo Motor Drives (4)
    - ii) Handheld terminal
    - iii) 6 axis motion control card
    - iv) Encoder monitoring and trigger module
    - v) Power Source: 100V to 240 V AC, 50Hz
    - vi) All required operating electronics, wiring and cables
  - C) Eddy Current Workstation:
    - i) EC software package
    - ii) Desktop Workstation with 24" LCD Monitor
    - iii) 2 Channels, High Speed Digitizer
    - iv) Eddy-Current flaw detector
    - v) Four (4) Probes (2 X pencil & 2 X right angle)
  - D) Software: EC software package enabling inspectors to Generation of Inspection Reports, Quick setup complete scan of raceway, Circumferential and perpendicular scan patterns, Adapted for repetitive scans, Scan set up for ball or roller raceways. Analysis With features such as multiple alarms, track display and automatic generation of inspection reports complete integration of Eddy- Current flaw detector, Recall of saved scan setups, Multiple Alarm configuration, Filter adjustments, Gain adjustments

- E) Documentation: The following documents in English are to be supplied with the equipment (hard & soft copy).
  - i) Technical Specification of the machine.
  - ii) Operation & Maintenance manual etc.

#### **Notes:**

- i) Entire equipment inclusive of all systems / accessories should be warranted against all the design, material or manufacturing defects. Any spares needed during this period shall be provided by the supplier free of cost. Please see details of warranty / service in Clause 4 (D).
- ii) The equipment should run for trouble free operation during warranty period and necessary service shall be provided after sales.
- iii) The requirements of any other accessories like Voltage stabilizer, UPS, etc., if required, for the smooth operation of the instrument are also to be quoted in detail in the bid document.
- iv) The instrument supplier has to demonstrate the performance of the instrument using applicable standards up to the satisfaction of OIL.
- v) Original catalogues with relevant features shall be supplied along with the bids.
- vi) Successful bidder will have to inform OIL regarding Civil work/any other arrangement required to be made for installation and complete working of Eddy Current based bearing inspection equipment sufficiently in advance before supplying the equipment. The same may be determined by prior visit to the premises where OES has to be supplied.
- vii) Deviation from NIT requirements shall be clearly indicated in the bid under separate heading.
- viii) All write ups, documents, certificates, manuals, correspondences etc. by the bidder must be in English.
- ix) All hazards involved during operation / standby should be specifically mentioned along with necessary protective measures for the same.
- x) All necessary Materials Safety Data Sheet (MSDS) should be supplied along with the materials.
- xi) Two sets of Operation & Maintenance manual shall be provided free of cost along with materials.
- xii) Bidder should submit safe operating procedure mentioning all hazard involved & Standard Operating Procedure along with the material indicating all the steps involved for operation.
- xiii) The OEM/authorized dealer shall submit undertaking to enter into Annual Maintenance Contract (AMC)for 2 years for the equipment to be supplied under the Purchase Order, if awarded to him by OIL.
- xiv) Bidder must furnish cost of AMC along with Budgetory Quotation for spares valid for 2(two) years. Budgetory Quotation should include details spare parts requirement, parts list, quantity mentioning cost of each item. However, this Budgetory Quotation will not be considered for bid evaluation.

#### 3.0 TRAINING TO OIL PERSONNEL:

- a) The bidder shall arrange for training at their own work site for One/Two person of OIL at least for Three days to explain operation and maintenance of the system. Expenditures related to visit (to and fro/accommodation etc.) of OIL personnel shall be borne by OIL itself.
- b) The bidder shall also arrange for training/demonstration of the product to OIL personnel at OIL site to understand operation and maintenance of the system. This Training Duration should be at least for Three days. Bidder shall depute competent personnel for imparting such training at OIL site and completion of training will be subject to satisfaction of OIL.
- c) Charges towards training, if any must be quoted separately.

#### 4.0 PACKING:

- i) The packing shall be roadworthy for transportation upto site, sufficiently robust to withstand rough handling
- ii) Boxes/ packing cases containing electrical equipment shall be water & roddent proof.
- iii) All manuals, drawings, documents and digital items (discs) shall be separately packed and contained in rigid plastic pouches.

### 5.0 INSPECTION & TESTING:

OIL as purchaser shall have the right to carry out stage inspection and shop visit to review the manufacturing progress but such inspection shall not relieve the bidder of his responsibility to ensure that the equipment supplied is free from all manufacturing and other defects and conform to correct specifications. The bidder/manufacturer shall inform OIL in advance (two weeks if in India & sixteen weeks if abroad) for inspection at OEM/suppliers premises. However, manufacturer should not hold any manufacturing activity during the purchaser's stage inspection. OIL shall have the right to waive such inspection.

## A) PREDELIVERY INSPECTION:

- i) Pre-delivery inspection shall be performed by OIL to insure all components, controls, etc. are included as specified herein, free from any defects and equipment can fullfill all the requirements as specified prior to delivery. The testing of Eddy current based bearing inspection equipment shall necessarily be carried out at factory/manufacturer premises in presence of representatives of OIL. The manufacturer or its representative shall give a notice in advance of minimum four weeks for in country and sixteen (16) weeks for abroad to carry out pre-delivery inspection and shall arrange for consumables for test run at his cost. OIL shall witness such inspection & testing at mutually agreed date and will bear the cost of its inspection visit to the factory.
- ii) During testing all operations will be checked and proper record will be maintained by the manufacturer's representative. Any defect/ abnormality noticed during testing shall be rectified. The testing will be declared successful only when no abnormality/ failure are noticed during the testing.
- iii) Any defects which become evident during the test shall be corrected by the bidder at his own expense prior to shipment to OIL.

- iv) The Bearing Inspection equipment will be cleared for dispatch to site only when the testing is declared successful by OIL.
- v) A copy of the test results shall be submitted to the OIL at the end of the inspection. Test results shall match with the national / international standard.
- B) DISPATCH/SHIPMENT TO SITE: The items shall be dispatched only after OIL's satisfactory inspection and advice.
- C) INSTALLATION AND COMMISSIONING AT SITE AND HANDING OVER TO OIL
- i) Installation and Commissioning of the Eddy current based bearing inspection equipment shall be carried out by the bidder in the presence of OIL representatives at sites at Duliajan, Assam (India).
- ii) Installation / commissioning charges should be quoted separately which shall be considered for evaluation of the offers. These charges should include amongst others to and from fares, boarding/ lodging and other expenses of the service personnel during their stay at Duliajan, Assam (India). All Personal, Income and Service Tax etc. towards the services provided by the bidder shall be borne by the bidder and will be deducted at source by OIL.
- iii) Bidders should also confirm about installation/ commissioning in the Technical Bid.
- iv) The bidder shall be responsible for safety of its personnel and equipment during the commissioning work.
- v) During the installation & commissioning job, the bidder shall strictly ensure that all the cut ends of cables, packing materials, leftover items are removed from site after completion of work.
- vi) No environmental damage shall be done while carrying out the job.
- vii) The equipment manufacturers/representative shall furnish the services of factory-trained personnel as required during installation and through the warranty period to inspect the installation, supervise startup of equipment installed, and repair the equipment when required. Service requests shall be answered and acted upon promptly.
- viii) The responsibility for performance to the specifications shall not be divided among individual component manufacturers, but must be assumed solely by the primary manufacturer.
- ix) Bidder should submit Standard Operating Procedure and Safe Operating Procedure along with the material indicating all the hazard involved.
- D) SERVICE AND WARRANTY:
- i) The supplier shall ensure adequate and prompt after sales service free of cost during guarantee/warranty period, and against payment after the guarantee period is over, in the form of maintenance, spares and personnel as and when required during normal life span of the equipment and shall minimize the breakdown period. In case of equipment supplied by other manufacturers the supplier shall furnish a guarantee/warrantee and commitment from the manufacturer for the same before the Eddy current based bearing inspection system set is taken over.

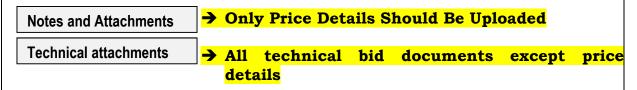
- ii) The warranty/guarantee period for the Eddy current based bearing inspection system set with all accessories should be a minimum of 12 months from the date of commissioning of the equipment.
- iii) The warranty coverage shall include required spare parts, labor, reasonable travel expense necessary for repairs at the jobsite, and expendables (consumables and other service items made unusable by the defect) used during the course of repair or any defects in the equipment during warranty period shall be replaced by the party at his cost without any extra charge to OIL
- iv) Running hours shall not be a limiting factor for the warranty coverage by either the manufacturer or the authorized dealer.
- v) Offer received without assurance of warranties as specified will be rejected in their entirety.

# **CC::** GENERAL NOTES TO BIDDERS:

Sl No	Clause description
1.0	a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a>
	b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
	c) MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.
	d) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.

2.0	Submission of Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.				
	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, DistDibrugarh, 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.				
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.				
	<ul> <li>a) Original Bid Security along with two duplicate copies of Bid Security.</li> <li>b) Any other documents which have been particularly asked for in this tender for submission.</li> </ul>				
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 The tender is invited under **SINGLE STAGE-TWO 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.



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



Click here for the New Manual & Instruction

- 8.0 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical Rfx Response-> User > Technical Bid. No price should be given in above Technical Rfx otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical Rfx Response-> User > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments".
- 8.1 For convenience of the qualified Bidders and to improve transparency, the rates/cost quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment from under "Notes & Attachment" (i.e. NO PRICE CONDITION), Bidders must upload their detailed Price-Bid as per the prescribed format under "NOTES & ATTACHMENT", in addition to filling up the "TOTAL BID VALUE" tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to

	sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.
9.0	PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.
10.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
11.0	Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.
12.0	To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected.
13.0	Other terms and conditions of the tender shall be as per "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
14.0	All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.
15.0	Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
16.0	Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.

17.0 The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 12 months from date of commissioning and handing over to OIL. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations. 18.0 Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder. Any deviation(s) from the tender specification should be clearly highlighted specifying 19.0 justification in support of deviation. The Integrity Pact is applicable against this tender .OIL shall be entering into an 20.0 Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway. OIL's Independent External Monitors at present are as under: SHRI RAJIV MATHUR, IPS (Retd.), Former Director (IB) Govt. of India e-Mail ID: rajivmathur23@gmail.com SHRI SATYANANDA MISHRA, IAS(Retd.) Former Chief Information Commissioner & Ex-Secretary, DOPT, Govt. of India E-mail Id: satyanandamishra@hotmail.com SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC e-Mail id: jagmohan.garg@gmail.com

Original Bid Closing Date shall be considered by OIL for evaluation of BRC

Criteria in case of any extension of the original bid closing date.

21.0

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, DistDibrugarh, 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.
- 23.0 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.
- Payment terms: 80% payment will be made against supply of materials and balance 20% after satisfactory installation & commissioning at site along with the training, installation & commissioning charges. Bidders must confirm the same while quoting.
- 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.
- The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence Nil rate of Customs Duty towards import (for foreign bidders) and concessional GST @5% (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.

Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes & Duties in India shall be to the account of Oil India Limited.

In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.

Supplier shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Suppliers shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.

- Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable. Policy details are available in APPENDIX-A2
- In case of placement of order, OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the party in their offer. In case the order is converted to C&F Kolkata Port, the performance security amount shall also be enhanced considering the quoted ocean freight charges.
- Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single Window facility having office of local agent in India at Kolkata and offer 14 days free detention time of containers at discharging port.
- FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per ANNEXURE-A1 along with their offer failing which their offer shall be liable for rejection.
- 30 For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-seranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

#### 31.0 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, 2017and 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.

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

	Date
ticity of information/d	ocuments submitted
Dated	
n against your above-re ents have been submitt	eferred tender, we hereby undertake that no ed by us.
the submission of auth	entic information/documents against the
tted by us are found to	ntract agreement, in case any of the be false/forged/fraudulent, OIL has right to EMD and/or PBG and/or cancel the award of s, as deemed fit.
e)	
tory Name :	
n here, if applicable)	
	n against your above-reents have been submitted the submission of authorized by us are found to ading forfeiture of our other penal action on use.

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

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected:

## **BID REJECTION CRITERIA (BRC):**

- A) BID REJECTION CRITERIA (BRC)
- A1. TECHNICAL:
- 1. EXPERIENCE:

## A. MANUFACTURERS EXPERIENCE: IN CASE 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. The bidder should have manufactured, supplied and successfully executed installation and commissioning of at least 01 (one) number of Eddy current bearing Inspection Equipment (of similar/equivalent/higher technical specification than tendered item) to any Govt./Semi Govt./ Reputed Public Limited Company in India during last 05 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).

The following documentary evidences to substantiate above experience records of the Bidder must be submitted alongwith the technical bid, failing which the Bid shall be treated as incomplete and rejected:

- (a) Copy of Purchase order/contract awarded by Client(s) alongwith any of the following documents pertaining to these orders/contracts.
- (b) Signed & sealed completion/execution certificate issued by Client(s)/Purchaser(s) on their official letter head with signature & stamp.

OR

Copy of Bill of Lading

OR

Copy of Consignee delivery receipts/challans

OR

Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules

OR

Copy of Commercial Invoice/Payment Certificate

## NOTES:

- The date of purchase orders/contracts need not be within five (5) years preceding the original bid closing date of the Tender, but execution/ supply of required quantity must be within five (5) years preceding the original bid closing date of this tender.
- In case of extension to the scheduled Bid Closing date of this tender, if any, the Original scheduled Bid closing Date shall be considered for evaluation of Bids.

ii) Bidder quoting as manufacturer must guarantee uninterrupted supply of spares and availability of service for at least 10 years with effect from delivery of the Item / product for the item / product to be supplied under the Tender / Order, if order is awarded to them by OIL.

#### B. 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 with signature & stamp) 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 with signature & stamp) 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 (with signature & stamp) against the quality of the tendered item(s) as specified in the tender.
- IV. The bidder quoting on behalf of the manufacturers must also submit undertaking in original from the manufacturer for back up guarantee, after sale services and uninterrupted supply of spares for at least 10 years.
- V. Documentary evidence in respect of manufacturer's supply experience as specified under para 1.A.(i) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).
- VI. Documentary evidence in respect of bidder's own supply experience of supplying minimum 01 (one) number of Eddy Current Bearing Inspection equipment or supply of similar type of equipment during last 05 (five) years as on original bid closing date of the tender as specified in the para 1.A.(i)). [Similar type of equipment means Supply of NDT (Non-destructive testing) equipment.]
- 2. The bidder shall confirm that they have required facilities for testing the quoted equipment as par national/ International standards at their premises and the equipment / products will be tested and certified accordingly. Declaration for same should be enclosed along with the bid.
- 3. Bidder should categorically confirm in the technical bid a delivery schedule **within Nine (09) months**, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment **within Nine (09) months** after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.

## (A.2) BRC - FINANCIAL:

- 1.0 The bidder shall have an annual financial turnover of minimum US\$ 1,64,000.00 or Rs. 106.60 Lakhs Lakh during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.
- 2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender (i.e., Year 2018-19).
- 3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking certifying that 'the balance sheet/Financial Statements for the financial year 2018-19 has actually not been audited so far'.

#### Note:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical 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-D.

OR

- ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date 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) BRC - 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 online under **Single Stage Two Bid System**. Bidders must prepare the Techno-Commercial Bid (Unpriced) as well as the Priced Bid separately and upload both these bids in OIL's e-procurement portal at the degignated fields separately assigned. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid**. The "Unpriced Bid" shall contain all technocommercial details except the prices/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.

- 2.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.
- 3.0 Bids received in physical form against online invitation shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.
- 4.0 Bids containing incorrect/false/misleading statement(s) shall be rejected.
- 5.0 Validity of the bid shall be **minimum 120 days** from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.
- 6.0 Bid Security (EMD) as applicable must either be deposited through online payment gateway or submitted to OIL in the form of original Bank Guaranty (hard copy) on or before the scheduled Bid Closing date of the Tender. The Validity and Amount of Bid Security (EMD) must be strictly as specified in the covering letter of this bid document. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same.
- 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 to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed the supplies for a period of twelve (12) months from the date of successful installation & commissioning at site, against any defects arising from faulty materials, workmanship or design. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, 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 within 30 days of receipt of LOI/notification of award. The Performance Bank Guaranty must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above
- 9.0 Online Bid must be uploaded together with the Integrity Pact and the same must be duly signed digitally. 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 Bidder must quote for all items and services being sought for in the tender, failing which the bid shall be treated as incomplete and rejected

- 11.0 Bidders are required to submit their price bids strictly as per the formats provided hereunder:
  - (i) Price Bid Format (SUMMARY) for Foreign Bidders:
  - (A) Basic Material Value (to indicate HSN code):
  - (B) Pre-despatch Inspection Charges, if any:
  - (C) Packing & FOB charges:
  - (D) FOB Value, A+B+C:
  - (E) Ocean/Air Freight Charges upto Kolkata, India:
  - (F) Banking & Insurance, @1.5% of D (under scope of OIL):
  - (G) CIF Value, D+E+F:
  - (H) IGST @ 5% on G (under scope of OIL):
  - (I) CIF+GST Value, G+H:
  - (J) Charges towards Installation, Commissioning & Training at OIL site including GST as applicable (to indicate SAC code):
  - (K) Training Charges (at supplier's premises) including GST, if any (to indicate SAC code):
  - (L) Total Value, I+J+K:
  - (M) Total Value in words:
  - (N) Non-Comprehensive AMC Charges for 02 years (year wise) including GST as applicable (will not be considered for evaluation):
  - (O) Recommended list of spares for 2 years with quantity & prices (will not be considered for evaluation)
  - (P) Gross Weight:
  - (Q) Gross Volume:
  - (ii) Price Bid Format (SUMMARY) for Indigenous Bidders:
  - (A) Basic Material Value (to indicate HSN code):
  - (B) Pre-despatch Inspection Charges, if any:
  - (C) Packing & Forwarding charges, if any:
  - (D) Total Ex-Works Value, A+B+C:
  - (E) GST@5% on D (against Essentiality Certificate):
  - (F) Total FOR Despatching Station Value, D+E:
  - (G) Inland Freight Charges upto Duliajan, Assam including GST:
  - (H) Transit Insurance Charges, if any including GST:
  - (I) Charges towards Installation, Commissioning & Training at OIL site including GST as applicable (to indicate SAC code):
  - (J) Training Charges (at supplier's premises) including GST, if any (to indicate SAC code):
  - (K) Total Value, F+G+H+I+J:
  - (L) Total Value in words:
  - (M) Non-Comprehensive AMC Charges for 02 years (year wise) including GST as applicable (will not be considered for evaluation):
  - (N) Recommended list of spares for 2 years with quantity & prices (will not be considered for evaluation)
  - (O) Gross Weight:
  - (P) Gross Volume:
  - (Q) Import Content, if any:

- 13.0 Bidders 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
- 14.0 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.

# **BID EVALUATION CRITERIA:**

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

- 1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender and detailed below
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.
- Note: 1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.
  - 2) For enquiries with duty exemption benefit The items covered under this enquiry shall be used by OIL in the PEL/ML areas and hence, applicable customs duty for import of goods shall be zero in case of Foreign Bidders. However, IGST @5% shall be applicable. Indigenous bidder shall be eligible for concessional rate of GST @5% against Essentiality Certificate.

## 4.1 When only foreign bidders are involved:

The Total Value of Foreign bidder as worked out as per para  $\underline{\textbf{A.3 11.0 (i) L}}$  shall be compared

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

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

The Total Value of Domestic bidder as worked out as per para  $\underline{\textbf{A.3 11.0 (ii) K}}$  shall be compared

#### 4.3 When both foreign and domestic bidders are involved:

The Total Value of domestic bidder as worked out as per para **A.3 11.0 (ii) K** (excluding **G & H)** above and Total Value of the foreign bidder worked out as per Para **A.3 11.0 (i) L** 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.

## **CHECK LIST**

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

## A. TECHNICAL

S1 No	REQUIREMENT	COMPLIANCE		
1	Whether Quoted as OEM and documentary evidence submitted?	Yes / No		
2	Whether Quoted as Authorized Dealer of OEM and documentary evidence submitted?	Yes / No		
3	Whether separately highlighted any deviation from NIT?	Yes / No		
4	Whether detail specification of Bearing Inspection Equipment with manufacturer's technical literatures, catalogues enclosed?	Yes / No		
5	Whether quoted for supply, installation & commissioning and cost for AMC?			
6	Whether Inspection Clause as mentioned in the NIT included in the bid?	Yes / No		
7	Whether the offered equipment (Bearing inspection system)is Brand new?	Yes / No		
8	Whether the equipment is of latest generation?	Yes / No		
9	Whether the quoted equipment is able to provide the comprehensive result of the analysis with display?	Yes / No		
10	Whether the equipment is suitable for complete inspection of various kinds of new Roller Bearings, as well as used Bearings?	Yes / No		
11	Whether the equipment is pre-calibrated?	Yes / No		
12	Whether all documents, certificates etc. are in English?	Yes / No		
13	Whether the bidder has ensured continuous supply of spare parts for next 10 years?	Yes / No		

#### B) COMMERCIAL:

<u>S1#</u>	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES,	Yes / No

	provide details	
	(a) Amount:	
	(b) Name of issuing Bank:	
	(c) Validity of Bid Bond:	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer <b>validity of 120 days from</b> the bid closing date of tender?	Yes / No
1.2	Whether quoted a firm delivery period?	Yes / No
1.3	Whether agreed to the NIT Warranty clause?	Yes / No
1.4	Whether confirmed acceptance of NIT Payment Terms	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
5.0	Whether Price submitted as per Price Schedule?	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
3.0	Whether indicated the country of origin for the items quoted?	Yes / No
3.1	Whether technical literature / catalogue enclosed?	Yes / No
3.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
9.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance )?	Yes / No
9.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify:	Yes / No
0.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	Yes / No
10.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
10.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
0.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
11.0	Whether all BRC/BEC clauses accepted?	Yes / No
12.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
12.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No

## C. TO BE FILLED UP IN DETAIL:

S1	Requirement	Bidder's Reply
No		
01	Name of Manufacturer	
02	Bid validity	
03	Payment Terms	
04	Guarantee/Warranty Terms	
05	Delivery Period	
08	Port of Despatch / Despatching Station	
09	Confirm submission Integrity pact, if required as per NIT	
10	Confirm submission PBG, if required as per NIT	
11	Compliance to:	
	Liquidated Damage	
	Warranty/Guarantee	
	Arbitration/Resolution of Dispute	
	Force Majeure	
	Applicable laws	
12	Confirm submission of the balance	
	sheet/Financial Statements for the financial	
	year 2018-19. If not, whether declaration as	
	per BRC submitted.	
13	Exception/Deviations quoted, if any, to be	
	given in details or refer to respective page of	
	the bid documents	

# CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PI LETTER HEAD	RACTISING CHARTARD ACCO	UNTANTS' FIRM ON THEIR
	TO WHOM IT MAY CONCER	
financial statements of I	the following financial position M/seted accounting years upto	(Name of the bidder) for
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		

<sup>\*</sup>Applicable only for GLOBAL tenders