



OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. Duliajan – 786602, Assam

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Tender No. & Date	:	SDG7573P18/06 dated: 30.03.2018
Tender Fee	:	INR 12,000.00 OR USD 200.00
Bid Security Amount	:	INR 3,03, 600.00 OR USD 4,620.00
Bidding Type	:	SINGLE STAGE TWO BID SYSTEM
Period of Sale of Bid Documents	:	From 07.04.2018 to 16.05.2018; 15:30 Hrs. (IST)
Bid Closing on	:	23.05.2018 (at 11.00 Hrs. IST)
Bid Opening on	:	23.05.2018 (at 14.00 Hrs. IST)
Bid Validity	:	Bid should be valid for 120 days from bid Closing date
Bid Bond Validity	:	Bid Bond should be valid up to 23.12.2018
Performance Guarantee	:	Applicable @ 10% of Order value
Integrity Pact	:	Applicable
List of Annexures Applicable	:	Annexure - I: Specifications, General & Special notes to bidders Annexure- II: Bid evaluation & Rejection Criteria Annexure-III: Check List (Technical & Commercial) Annexure-IV: Certificate of Annual Turnover & Net Worth Annexure - V: Technical Evaluation Matrix (BEC) Annexure- VI: Technical Evaluation Matrix (Technical Specs.)

AA:: SPECIFICATION& QUANTITY OF THE ITEMS TO BE PROCURED


Item no	Material Description	Quantity
10	Cold End Assembly for High Pressure Cryogenic Pump Manufacture: ACD INC Pump Series: 3 LMPD Piston Dia:2 Inch Pump Stroke:2 Inch Service: Liquid Nitrogen Discharge Pressure:10000 Psi Flow, GPM:62.4 NPSP,Psi:60 Psi Part no:46900-1 Drawing no: 46900	03 Nos.

BB:: SPECIAL NOTES TO BIDDERS:

1. The items 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 receipt 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. Packing of the material shall be adequate to avoid transit damage.
3. Oil India Ltd. Purchase Order No. must be engraved on the body of the item. Bidder must confirm the same categorically in their quotation.
4. Technical catalogue for the tendered item along with detailed cross sectional drawing with dimensions, part numbers and material specifications shall be submitted along with technical bid.
5. Bidder should indicate the name of manufacturer, country of origin, port of dispatch of the materials along with the quotation.
6. Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
7. **Delivery Clause:**"Bidder should categorically confirm in the technical bid a delivery schedule within **Eight (08) months**, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Eight (08) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected."
8. Bidder to sign and submit completely filled up Bid Evaluation sheet & Technical Evaluation Sheet

CC:: GENERAL NOTES TO BIDDERS:

Sl No	Clause description
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	<p>Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to The 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.</p> <p>a) Original Bid Security along with two duplicate copies of Bid Security. b) Any other documents which have been particularly asked for in this tender for submission.</p>
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	<p>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.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="border: 1px solid black; padding: 5px; width: 30%;">Notes and Attachments</div> <div>→ Only Price Details Should Be Uploaded</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; width: 30%;">Technical attachments</div> <div>→ All technical bid documents except price details</div> </div> <p>Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the</p>

	<p>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.</p> 
8.0	<p>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. <u>No price should be given in above Technical Rfx otherwise the offer will be rejected.</u> 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”.</p>
9.0	<p>PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.</p>
10.0	<p>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.</p>
11.0	<p>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.</p>
12.0	<p>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.</p>
13.0	<p>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.</p>
14.0	<p>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.</p>

15.0	Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
16.0	Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.
17.0	The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of commissioning and handing over to OIL, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.
18.0	Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.
19.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
20.0	<p>The Integrity Pact is applicable against this tender .OIL shall be entering into an 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.</p> <p>OIL's Independent External Monitors at present are as under:</p> <p>SHRI RAJIV MATHUR, IPS (Retd.), Former Director (IB) Govt. of India e-Mail ID : rajivmathur23@gmail.com</p> <p>SHRI SATYANANDA MISHRA, IAS(Retd.) Former Chief Information Commissioner & Ex-Secretary, DOPT, Govt. of India E-mail Id : satyanandamishra@hotmail.com</p> <p>SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC e-Mail id : jagmohan.garg@gmail.com</p>

21.0	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.
22.0	<p>Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the new clause is detailed in the Amendment dated 25.04.2016 issued to MM/GLOBAL/01/2005. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Bidders to note the same and to confirm its acceptance in their offers.</p> <p>The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:</p> <p>a. (i) "MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee</p> <p>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., DuliajanBranch, Daily Bazar, Jyotinagar, Duliajan, Dist- Dibrugarh, Pin- 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
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.
24.0	Payment terms: Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)
25.0	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.
26.0	<p>The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST against Essentiality Certificate for invoice valuing 10 lakh and above.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export, where import content is declared by the bidder for availing Custom Duty benefit on the import content.</p> <p>Supplier shall arrange to provide all necessary documents to apply for the essentiality certificate on receipt of request from OIL, if any. Further, supplier shall affect dispatch only on receipt of relevant certificates from OIL, failing which all related liabilities shall be to Supplier's account.</p>

27.0	<p>Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. 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.</p>
28.0	<p>Clauses related to GST</p> <ol style="list-style-type: none"> 1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings: <ol style="list-style-type: none"> (a) GST - means any tax imposed on the supply of goods and/or services under GST Law. (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time. 2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd. 3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder. 4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL. 5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions

	<p>and the same will be reimbursed by bidders.</p> <p>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</p> <p>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</p> <p>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.</p> <p>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.</p>
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BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

In addition to BRC/BEC criteria vide SECTION – ‘D’ of General Terms and Conditions for Global Tender (MM/ GLOBAL/E-01/2005), the following clause shall be applicable against this tender.

The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications, and terms & conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.

A1 TECHNICAL:

1.0 BRC/BEC (Technical) – Qualification

1.1 The bidder shall be an Original Equipment Manufacturer (OEM) or an Authorized Agent/Authorized Dealer of the Original Equipment Manufacturer (OEM) of the following items: -

- a. Nitrogen Pumping Unit
- b. Cryogenic pump for Nitrogen Pumping Unit.

1.2 In case the bidder is quoting as an Authorized Agent/Authorized Dealer, a copy of valid authorization letter / dealership certificate with warranty/ guarantee back up on the supplied product from the Original Equipment Manufacturer (the principal) shall be submitted along with the technical bid.

2.0 BRC/BEC (Technical) - Experience

2.1 In case the bidder is an Original Equipment Manufacturer (OEM) of Nitrogen Pumping Unit / Cryogenic pump for Nitrogen Pumping Unit then: -

2.1.1 The bidder shall have experience of successful execution of past supply for minimum 01(one) no. of Nitrogen Pumping Unit / minimum 01(one) no. of Cryogenic pump for Nitrogen Pumping Unit/ minimum 02 nos. of the tendered item i.e. Cold End Assembly of Cryogenic Pump of Nitrogen Pumping Unit in last 5 years preceding the original bid closing date of the tender, to any E&P company or service provider to any E&P company, either by themselves or through their Authorized Agent / Authorized Dealer.

2.2 In case the bidder is an Authorized agent / Authorized dealer.

2.2.1 The OEM (principal) shall fulfil the experience criteria mentioned in clause 2.1.1 mentioned above.

2.2.2 And additionally, the bidder himself shall have experience of successful execution of past supply for minimum 01(one) no. of Nitrogen Pumping Unit / minimum 01(one) no. Cryogenic pump for Nitrogen Pumping Unit/ minimum 02 nos. of the tendered item i.e.

Cold End Assembly of Cryogenic Pump of Nitrogen Pumping Unit in last 5 years preceding the original bid closing date of the tender, to any E&P company or service provider to any E&P company, supplied from the same OEM (principal).

2.3 The bidder shall submit the documents in support of his previous supply experience and of the principal (OEM), as applicable under clause 2.1.1, 2.2.1 & 2.2.2, which are as follows:

- (i) Copy(ies) of Purchase Order(s) / Contract document(s), and
- (ii) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) -
 - Completion report / performance certificate from the clients,
 - Bill of lading,
 - Delivery challan / invoice etc.
 - Any other documentary evidence that can substantiate the successful execution of each of the Purchase Order(s)/contract(s) cited above.

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

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

A.2 FINANCIAL CRITERIA:

1.0 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum **Rs. 75, 90,000.00 or USD 1, 15,473.00** 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 preceding to the original bid closing date of the tender (i.e. FY 2017-18)

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 2017 (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- E.

OR

- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- b) In case the bidder is a Central Govt. Organization / PSU / State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date 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\$.

5.0 Bidder should categorically confirm in the technical bid a delivery schedule within **Eight (08) months**, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Eight (08) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.

A.3 COMMERCIAL

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

- 1.0 FOR TWO BIDS:: Bids are invited under **Single Stage Two Bid System**. Bidders shall quote accordingly under Single Stage Two Bid System. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall 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 offered shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.
- 4.0 Bids containing incorrect statement shall be rejected.
- 5.0 Validity of the bid shall be **minimum 120 days** from the date of actual Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 **Bid Security in ORIGINAL** shall be furnished by the Bidder as a part of their Bid.

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

- 6.1 For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
- 7.0 Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of 18 months from the date of shipment/dispatch or twelve (12) months from the date of receipt of the items at destination, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier’s expenses at no extra cost to OIL.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten 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 Offers should be submitted along with Integrity Pact duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 10.0 All the tendered items shall be evaluated individually; hence bidders are requested to quote accordingly.
- 11.0 Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below(**strike out whichever is not applicable**).

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

- (A) Basic Material Value (to indicate HSN code)(item wise):**
- (B) Pre-despatch Inspection Charges, if any:**
- (C) Packing & FOB charges (item wise):**
- (D) Total FOB Value, A+B+C:**
- (E) Ocean Freight Charges upto Kolkata, India (item wise):**
- (F) Banking & Insurance, @1.5% of D :**
- (G) CIF Value, D+E+F :**
- (H) Landing Charges @1% on G:**
- (I) CIF Landed Value, G+H:**
- (J) IGST @ 5% on I:**
- (K) Compensatory Cess, if any:**
- (L) CIF+GST Landed Value, I+J+K :**
- (M) Training Charges, if any:**

- (N) **Applicable rate of GST on M:**
- (O) **Installation & Commissioning Charges, if any:**
- (P) **Applicable rate of GST on O:**
- (Q) **AMC Charges, if any:**
- (R) **Applicable rate of GST Charges on Q:**
- (S) **Cost of AMC operational/maintenance spares, if any:**
- (T) **Applicable rate of GST charges on S:**
- (U) **Total, L+M+N+O+P+Q+R+S+T:**
- (V) **Total Value in words :**
- (W) **Gross Weight:**
- (X) **Gross Volume :**

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

- (A) **Basic Material Value (to indicate HSN code) (item wise):**
- (B) **Pre-despatch Inspection Charges, if any:**
- (C) **Packing & Forwarding charges, if any (item wise):**
- (D) **Total Ex-Works Value, A+B+C:**
- (E) **Applicable rate of GST on D:**
- (F) **Compensatory Cess, if any:**
- (G) **Total FOR Despatching Station Value, D+E+F:**
- (H) **Inland Freight Charges upto Duliajan, Assam including GST (item wise):**
- (I) **Transit Insurance Charges, if any including GST:**
- (J) **Training Charges, if any:**
- (K) **Applicable rate of GST on J:**
- (L) **Installation & Commissioning Charges, if any:**
- (M) **Applicable rate of GST on L:**
- (N) **AMC Charges, if any:**
- (O) **Applicable rate of GST on N:**
- (P) **Cost of AMC operational/maintenance spares, if any:**
- (Q) **Applicable rate of GST on P:**
- (R) **Total, G+H+I+J+K+L+M+N+O+P+Q:**
- (S) **Total Value in words :**
- (T) **Gross Weight:**
- (U) **Gross Volume:**
- (V) **Import Content, if any:**

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

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

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

- a) Validity of bid shorter than the validity indicated in the Tender.

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

B) BID EVALUATION CRITERIA

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

B.1 BID EVALUATION CRITERIA:

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, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.

Note: 1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

2)For enquiries with duty exemption benefit – The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable customs duty for import of goods shall be zero. However, IGST @5% shall be applicable. IGST @5% shall be applicable for Indigenous bidders also under Integrated Goods and Services Act, 2017(13 of 2017), Notification No. 3/2017-Integrated Tax (Rate) dated 28/06/2017.

4.1 When only foreign bidders are involved:

The Total Value of Foreign bidder as worked out as per para **A.3 11.0 (i) U** 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 **A.3 11.0 (ii) R** shall be compared

4.3 When both foreign and domestic bidders are involved:

The Total Value of domestic bidder as worked out as per para **A.3 11.0 (ii) R (excluding H & I)** above and Total Value of the foreign bidder worked out as per Para **A.3 11.0 (i) U** above will be compared.

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

- 5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

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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.COMMERCIAL

Sl#	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
3.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, provide details	Yes / No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule (refer Para A3 (11.0) of BRC vide Annexure – II)?	Yes / No
6.1	Whether cost of Recommended Spares for 2 years of operations quoted?	YES/NO
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
9.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance) ?	Yes / No
9.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	

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

B. TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Make and Model of the Items	
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: a) Liquidated Damage b) Warranty/Guarantee c) Arbitration/Resolution of Dispute d) Force Majeure e) Applicable laws	
12	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	

Signature _____

Name _____

Designation _____

.....

ANNEXURE – IV**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

TO WHOM IT MAY CONCERN

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

YEAR	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**

SL. No.	BEC /BRC (Technical) Clause Description	Bidder's Response (complied/not-complied)	Relevant Page no. of the Bid to support Bidder's response
1	In addition to BRC/BEC criteria vide SECTION – 'D' of General Terms and Conditions for Global Tender (MM/ GLOBAL/E-01/2005), the following clause shall be applicable against this tender.		
2	The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated.		
3	Notwithstanding the general conformity of the bids to the stipulated specifications, and terms & conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.		
4	A1 TECHNICAL:		
5	1.0 BRC/BEC (Technical) – Qualification		
6	1.1 The bidder shall be an Original Equipment Manufacturer (OEM) or an Authorized Agent/Authorized Dealer of the Original Equipment Manufacturer (OEM) of the following items: - a. Nitrogen Pumping Unit b. Cryogenic pump for Nitrogen Pumping Unit.		
7	1.2 In case the bidder is quoting as an Authorized Agent/Authorized Dealer, a copy of valid authorization letter / dealership certificate with warranty/ guarantee back up on the supplied product from the Original Equipment		

	Manufacturer (the principal) shall be submitted along with the technical bid.		
8	2.0 BRC/BEC (Technical) - Experience		
9	2.1 In case the bidder is an Original Equipment Manufacturer (OEM) of Nitrogen Pumping Unit / Cryogenic pump for Nitrogen Pumping Unit then: -		
10	2.1.1 The bidder shall have experience of successful execution of past supply for minimum 01(one) no. of Nitrogen Pumping Unit / minimum 01(one) no. of Cryogenic pump for Nitrogen Pumping Unit/ minimum 02 nos. of the tendered item i.e. Cold End Assembly of Cryogenic Pump of Nitrogen Pumping Unit in last 5 years preceding the original bid closing date of the tender, to any E&P company or service provider to any E&P company, either by themselves or through their Authorized Agent / Authorized Dealer.		
11	2.2 In case the bidder is an Authorized agent / Authorized dealer.		
12	2.2.1 The OEM (principal) shall fulfil the experience criteria mentioned in clause 2.1.1 mentioned above.		
13	2.2.2 And additionally, the bidder himself shall have experience of successful execution of past supply for minimum 01(one) no. of Nitrogen Pumping Unit / minimum 01(one) no. Cryogenic pump for Nitrogen Pumping Unit/ minimum 02 nos. of the tendered item i.e. Cold End Assembly of Cryogenic Pump of Nitrogen Pumping Unit in last 5 years preceding the original bid closing date of the tender, to any E&P company or service provider to any E&P company, supplied from the same OEM (principal).		
14	2.3 The bidder shall submit the documents in support of his previous supply experience and of the principal (OEM), as applicable under clause 2.1.1, 2.2.1 & 2.2.2, which are as follows: (i) Copy(ies) of Purchase Order(s) / Contract document(s), and		

	<p>(ii) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) -</p> <ul style="list-style-type: none"> - Completion report / performance certificate from the clients, - Bill of lading, - Delivery challan / invoice etc. - Any other documentary evidence that can substantiate the successful execution of each of the Purchase Order(s)/contract(s) cited above. <p>Note: a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.</p> <p>b) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.</p>		
15	A.2 FINANCIAL CRITERIA:		
16	1.0 Annual Turnover: The bidder shall have an annual financial turnover of minimum Rs. 75,90,000.00 or USD 1,15,473.00 during any of the preceding 03 (three) financial years reckoned from the original bid closing date of the tender.		
17	2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender (i.e. FY 2017-18)		
18	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		

	<p>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 2017 (As the case may be) has actually not been audited so far.</p> <p>Notes:</p> <ul style="list-style-type: none"> a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid: <ul style="list-style-type: none"> 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. <li style="text-align: center;">OR ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable. b) In case the bidder is a Central Govt. Organization / PSU /State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same. 		
19	<p>4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date 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\$.</p>		

20	5.0 Bidder should categorically confirm in the technical bid a delivery schedule within Eight (08) months , FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Eight (08) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected."		

ANNEXURE – VI

Item No	Material Description	Bidders Remarks: Complied/Not Complied/Deviation	Relevant Location of the document in their Bid to support the remarks/compliance
ITEM NO. 10	Cold End Assembly for High Pressure Cryogenic Pump Manufacture: ACD INC Pump Series: 3 LMPD Piston Dia:2 Inch Pump Stroke:2 Inch Service: Liquid Nitrogen Discharge Pressure:10000 Psi Flow, GPM:62.4 NPSP,Psi:60 Psi Part no:46900-1 Drawing no: 46900		
Clause no.	NOTE FOR BIDDERS :	Bidders Remarks Complied/Not Complied/Deviation	Relevant Location of the document in their Bid to support the remarks/compliance
1	The items 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 receipt 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	Packing of the material shall be adequate to avoid transit damage.		

3	Oil India Ltd. Purchase Order No. must be engraved on the body of the item. Bidder must confirm the same categorically in their quotation.		
4	Technical catalogue for the tendered item along with detailed cross sectional drawing with dimensions, part numbers and material specifications shall be submitted along with technical bid.		
5	Bidder should indicate the name of manufacturer, country of origin, port of dispatch of the materials along with the quotation.		
6	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.		
7	<u>Delivery Clause:</u> "Bidder should categorically confirm in the technical bid a delivery schedule within Eight (08) months , FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Eight (08) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected."		
8	Bidder to sign and submit completely filled up Bid Evaluation sheet & Technical Evaluation Sheet		