



Oil India Limited
(A Govt. of India Enterprise)
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Tender No. & Date : **SDG8287P19/07 dated: 12.06.2018**

Tender Fee : **INR 30,000.00 OR USD 500.00**

Bid Security Amount : **INR 4,77,200.00 OR USD 7,024.00**

Bidding Type : **SINGLE STAGE TWO BID SYSTEM**

Period of Sale of Bid Documents : **From 14.06.2018 to 25.07.2018; 15:30 Hrs(IST)**

Bid Closing on : **01.08.2018 (at 11.00 Hrs. IST)**

Bid Opening on : **01.08.2018 (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 01.03.2019**

Performance Guarantee : **Applicable @ 10% of Order value**

Integrity Pact : **Applicable**

OIL INDIA LIMITED invites Global Tenders for Supply, Installation/Commissioning, Training & 3 years AMC of one (01) number Capillary Pressure Measurement Apparatus as detailed in Annexure-I.

List of Annexures Applicable : **Annexure-I: Specifications, General & Special notes to bidders**

Annexure-II: Bid evaluation & Rejection Criteria

Annexure-IIIA: Check List –Commercial

Annexure-IIIB: Check List – Technical (Uploaded Separately)

Annexure-IV: Certificate of Annual Turnover & Net Worth

AA:: SCOPE OF SUPPLY & TECHNICAL SPECIFICATIONS OF CAPILLARY PRESSURE MEASUREMENT APPARATUS FOR RESERVOIR STUDIES OF CONVENTIONAL CORE PLUGS.

1.0 SCOPE

The High Speed Centrifuge is to be used for conducting experimental studies on capillary pressure, relative permeability and wettability for the rock/core samples and other rock properties concerning the special core analysis of Conventional Core samples for the R&D activities in petroleum industry.

2.0 GENERAL FEATURES

2.1 High Speed Centrifuge system should be designed to apply the increasing centrifugal force for the displacement of liquids from the water/oil saturated rock core samples.

2.2 It should be self-sufficient computer controlled unit of high speed Centrifuge system along with strobe system synchronized with high accuracy camera for seamless integration.

2.3 The automated feature should incorporate full PC control for drainage-imbibition capillary pressure experiments and with availability to acquire early time data allowing drainage oil/water relative permeability experiments to be performed.

2.4 The system should have high resolution digital line camera and an advanced PC system along with associated data acquisition and control system allowing real time display of liquid levels and fully automated control of data.

2.5 The system shall be complete in all respects and ready for operation.

2.6 The system should be of recent manufacture.

2.7 All the wetted and non-wetted parts should be corrosion resistant.

2.8 Any item not included in the specification and considered necessary for ensuring the operation & installation of the equipment shall be included in the supply list/package.

2.9 Bidder to supply any other accessories/spares necessary for smooth installation/running of the equipment.

3.0 APPLICATIONS

The High Speed Automated Centrifuge System should be capable to measure capillary pressure for both 'Air-Brine' & 'Oil-Brine' fluid systems. The apparatus should accommodate confining pressure from atmospheric to overburden to determine the following:

- Drainage Capillary Pressure
- Imbibition Capillary Pressure
- Relative Permeability for the displaced phases in both the drainage and imbibition conditions
- USBM/AMOTT Wettability Index

4.0 TECHNICAL FEATURES

4.1 Codes of standards

All applicable latest edition/version of Indian/International standards may form part of this specification. (if applicable)

4.2 Technical Parameters

4.2.1 Environmental Conditions

- Terrain : To be used in laboratory.
- Surrounding Temperature : Temp ranges from ambient to 90 °C.
- Relative Humidity : Up to 85 % without condensation.

4.2.2 Technical Specifications

S. No.	Parameters	Requirements
1.0 Centrifuge		
1.1	Minimum speed	100 rpm or less (with rotor installed)
1.2	Maximum speed	Up to 4,500 RPM or higher (with rotor installed) (higher rpm is more preferable)
1.3	Speed control	± 5 RPM or less of the set speed
1.4	Speed Display	Digital readout should display the actual speed (rpm) in increments of 1 rpm at speeds above 1000 rpm and 1 rpm at speeds below 1000 rpm.
1.5	Temperature control	Temp control from low to high with ± 1.0 °C accuracy
1.6	Vacuum system	Moisture purging vacuum system
1.7	Acceleration	Provisioning for selecting acceleration profiles or maximum acceleration from 0 rpm to the set speed
1.8	Deceleration	Provisioning for selecting deceleration profiles or maximum deceleration from set speed to 0 rpm
1.9	Set Time	Constant running without time limitation with a provision to set time in a multiple of 1 minute
1.10	View-port Door	Provisioning of view-port door with clear high strength view-port window having larger viewing area.
1.11	Operating mode	Should operate In manual as well as Auto mode.
1.12	Camera	High resolution digital line camera synchronized to the strobe.
1.13	Stroboscope	Should have continuous high intensity strobe light source
1.14	Confining pressure	Capable to test under atmospheric as well as at overburden pressure.

1.15	Measuring/receiving tube	Resolution should be 0.05ml (approx.) of the receiving tube for volume measurement.
2.0 Rotor Assembly: The assembly should be capable to displace water either by air/oil with Standard bucket and/or displace Air/oil by water with inverted bucket by applying incremental increase in centrifugal force.		
2.1	Rotor	Rotor should be able to accommodate six numbers of standard / inverted bucket and is rated for a maximum speed of 4,500 rpm or more (higher rpm is preferable)
2.2	Maximum speed	Up to 4,500 rpm or more (higher rpm is more preferable)
2.3	Diameter of the core plug (specify	1.5 inch.
2.4	Length of core plug	Up to 4"long (atmospheric mode) Up to 2.5" long (overburden mode)
3.0 Automated Data Acquisition and Control System		
3.1	Hardware	The computer workstation should have the latest state of the art personal computer operating with the latest Windows version and a specifically developed supervision package. The system should contain user-friendly software for the data acquisition and control of the system. The software should have interactive icons for instrument operation. Preferable Features are: - Personal computer - 22"; Colour monitor ; Colour printer - Windows package .
3.2	Centrifuge data analysis software	The Centrifuge should be provided with a dedicated simulation package which includes a special module for centrifuge acquisition data. It should automatically collect the production curve and calculates instant saturation, relative permeability and capillary pressure viz. Sw, Kr and Pc.
3.3	Optional Software	The software should provide Leverett 'J'function dimensionless values
4.0	Safety System	Equipment must have all housing and cover parts for safe operations.
5.0	Power Supply	220V 50Hz Single phase Or 400V 3~ + N 50-60 Hz

4.3 Technical Check List As per Annexure-IIIB

5.0 NAME PLATE/MARKING DETAILS

Following information shall be securely stamped/ stenciled on the body of high speed centrifuge through a metallic plate tagged on the face/side of equipment:

5.1 Manufacture's Name

5.2 Model & Size

5.3 Serial Number

5.4 Year of Manufacture

5.5 Share any other relevant information

6.0 MISCELLANEOUS

6.1 Requirement at the time of bid/along with bid(offer)

Documents required along with bid (offer) are:

6.1.1 Literature/Catalogue & other relevant documents in support of technical specifications:

6.1.1.1 The bidder (If not OEM) shall submit necessary authorization documents from OEM to participate in the tender process, after sales supply of spares and service/maintenance contract, having OEM's complete postal, electronic & telecommunication addresses.

6.1.1.2 QAP (Quality Assurance Plan) shall be submitted by the bidder for approval of the user at the time of bidding and shall be a part of Purchase Order.

6.1.1.3 List of past supply for the offered/similar item along with proof is to be provided by the bidder.

6.2 AMC/After sale service & consumables:

6.2.1 AMC: bidder should quote rate of non-comprehensive AMC for post warranty period for a period of three years and same will be considered for bid evaluation. OIL reserves the right to enter into AMC or otherwise only after the warranty period.

6.2.2 While quoting for AMC the bidder should take into account two nos. of preventive maintenance visits per year and breakdown visits as and when required. In case of breakdown visit(s), the bidder must come to attend the equipment to make it operational within 15(fifteen) days after receiving the intimation.

6.2.3 The bidder shall provide undertaking to supply after sales spares/consumables for at least ten years for the intended item/unit/equipment during and after warranty period.

6.2.4 Bidder to provide spare parts list & indicate part No. /nomenclature, price and quantity. This will not be the part of bid evaluation criteria.

6.3 Spare Parts:

6.3.1 Commissioning Spares:

The supplier has to supply all the spare parts required for initial commissioning of the unit along with the equipment.

6.3.2 Recommended Spares:

6.3.2.1 The bidder is to furnish a list of spares that will be required for regular operation and maintenance, overhauling etc. throughout the life of the equipment complete with price of each item. Annual consumption pattern of each of the consumables should be furnished. The bidder should also provide detailed spare list of all the items in the operation and maintenance manuals. The list should include a spare parts list along with OEM part numbers, make & model of the equipment and contact postal address of OEM for all items of the whole unit. THE PRICE QUOTED FOR RECOMMENDED SPARES WILL NOT BE TAKEN IN TO ACCOUNT FOR BID EVALUTION.

6.3.2.2 The bidders must submit a written undertaking (along with the bid) that they would be able to supply all the requisite spares and consumables for a minimum period of 10 (ten) years from the Certified date of completion / successful commissioning of the unit.

7.0 PRE SHIPMENT INSPECTIONS AND TRAINING:

Pre shipment inspection shall be carried out by OIL's representative at manufacturer's site. The supplier shall inform OIL at least 2 (two) months ahead for such inspection to enable OIL to send its inspectors. The supplier has to arrange for 2 (two) OIL engineers for inspection and training for a working week. OIL will bear the expenses towards traveling and accommodation etc. of the OIL's inspection team. The Inspection cum Acceptance process would include the following minimum steps/tasks but not limited to –

7.1. Verification of all material test certificates.

7.2. Physical verification/ inspection of all the items/ fittings/ accessories including all Parts Catalogue, Maintenance & Service Manuals together with Operational testing of the equipment. During inspection/ verification, if any faults/ defects on part(s)/ equipment(s)/ accessories have found, supplier have to replace the faulty/ defective items and rectify the same at no extra cost to OIL.

7.3 Supplier shall have to take note of any minor modification(s) for operational requirement suggested by the inspector and comply with the same at no extra cost to OIL.

7.4 The inspection report would be prepared at the end of the inspection and jointly signed by both the parties.

7.5 Supplier will confirm in writing compliance of all the points raised in the inspection report.

7.6 Supplier will affect dispatch of the unit only on receipt of OIL's dispatch advice.

7.7 During the pre-dispatch inspection visit of OIL's engineers, the supplier shall arrange comprehensive training at their manufacturing plant/ works for a period of minimum 01 (one) week on operation & maintenance, troubleshooting and working principle of the system/ item used in the unit.

8.0 INSTALLATION/COMMISSIONING AND TRAINING TO OIL PERSONNEL ON OPERATION & MAINTENANCE OF THE ITEM:

8.1 Installation and commissioning of the complete unit shall be carried out by the supplier at Chemical Department of OIL at Duliajan, Assam.

8.2 During installation and commissioning of the unit, the commissioning Personnel shall have to provide practical training as well as class room training for a period of 01 (one) week to OIL Engineers and technicians on Maintenance, troubleshooting, Working Principle and repair/ replacement of different components of the unit.

8.3 Installation and commissioning of the complete unit shall be carried out by the supplier at Chemical Laboratory in Duliajan. The unit shall be considered as commissioned after 3 (three) successful operations. The supplier shall depute their competent personnel to Duliajan for this purpose.

8.4 The commissioning engineer should be available at Duliajan, Assam within 45 days of the intimation given by OIL for commissioning the unit.

8.5 Bidder shall quote for commissioning & training charges which should include to and fro charges, food & lodging and daily charges of the personnel. OIL will provide accommodation (on Payment Basis) subject to availability.

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

9.1 Manual, Drawings & other relevant Documents, part list etc. (All documents to be provided in English language)

9.1.1 Soft and hard copy of operation, maintenance & repair manual, trouble shooting, wiring/circuit diagram, P&I diagram with each unit of intended item to be provided by bidder.

9.1.2 Certificates: Warranty & guarantee certificates, Manufacturing test certificates, Performance test certificates/reports, Material test certificates. (wherever applicable)

9.1.3 Vendor to submit satisfactory installation and commissioning report after installation and commissioning of the equipment.

10.0 WARRANTEE & GUARANTEE:

Notwithstanding the Guarantee/Warranty clause(s) mentioned elsewhere in the NIT, the complete unit shall be covered under warranty/guarantee by the bidder for a period of 12 months from the date of successful installation/commissioning. Defective goods/ materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R. destination basis including payment of all taxes and duties at Seller's expense.

11.0 SPECIAL NOTES:

11.1 All the components and parts of the supplied unit must be new and unused.

11.2 Supplier shall provide Calibration Certificates (traceable to NABL or any other authorized Calibration Agency) for all the measuring components viz. pressure gauge, flow meter, thermometer etc. at the event of supply of the equipment.

11.3 Bidders shall confirm specifically that they have the required facilities for testing the quoted equipment / material as per prevailing International standards at their premises and shall also agree for inspection by OIL or any other agencies nominated by OIL. Inspection of the complete unit shall be carried out by OIL at supplier's works prior to dispatch. OIL, at its discretion, may carryout inspection of the unit at various stages for which the supplier shall provide the manufacturing schedule. Necessary facilities shall be made available at the supplier's works by the supplier for carrying out various tests as specified in the order.

11.4 OIL reserves the right to inspect, test and if necessary, reject any part/parts after delivery at site (including incomplete manuals, catalogues, etc.) in case of any fault on the part of the supplier. It shall in no way be waived by the reason that the unit was previously inspected, tested and passed by OIL as above.

11.5 Supplier can suggest any change and/or additional feature in the specified unit as felt necessary with proper technical justification and substantiated with authentic documents for OIL's consideration.

11.6 Supplier shall warrant that the equipment will satisfy the requirements of the intended service as specified below:

11.6.1. If any defect is noticed in design, material or workmanship within the warranty/guarantee period, OIL shall inform the supplier and accordingly, supplier shall depute their personnel within 15 days on receipt of such intimation to investigate the cause of the defect and arrange rectification/replacement/modification as necessary within a reasonable period.

11.6.2. In case the defect is of such nature that the equipment needs to be taken to supplier's work for rectification of the defect, the supplier shall arrange and take the equipment at their own cost after necessary undertaking/security as may be required by OIL.

11.7. Delivery required against this tender is maximum 12 months from the date of opening of LC in case order is placed on the foreign supplier OR within 12 months from the date of receipt of order in case order is placed on indigenous supplier. Date of clean Bill of Lading (B/L in case of foreign supplier) or Consignment Note date (C/Note date in case of indigenous supplier) shall be considered as delivery date. Commissioning engineer should be available at Duliajan, Assam within forty five (45) days of the intimation given by OIL for commissioning the unit.

12.0 While quoting Installation charges, on-site Training charges and Annual Maintenance Contract charges above, bidder should take into account all charges including to and fro fares, boarding/lodging, local transport at OIL, Duliajan, Assam, India and other expenses of supplier's personnel during their stay at Duliajan. OIL may provide accommodation on Chargeable basis subject to availability. Bidder should confirm about providing all these services in their Bid. However, OIL reserves the right to avail such services at its own discretion.

13.0 Tax & Duties:

- (i) All taxes, stamp duties and other levies imposed outside India shall be the responsibility of the Bidder/Seller and charges thereof shall be included in the offered rates.
- (ii) All Taxes & levies, GST imposed in India, for the services including installation & commissioning, Training, AMC etc. , shall be to the Bidder/Seller's account.
- (iii) Income Tax on the value of the Services rendered by the Bidder /Seller in connection with installation, commissioning, training, AMC etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.


14.0 Payment terms: Payment shall be released as follows-

- (i) 80% of order value for material supply shall be released on supply against proof of dispatch/shipment.
- (ii) Remaining 20% along with the installation/ commissioning cum training charges shall be paid after successful commissioning and acceptance of material by OIL at site.

Payment Term for AMC: Pro rata basis against the submitted invoice after each successfully completed visit.

BB:: 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 style="background-color: yellow; padding: 5px; width: 65%;">→ 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 style="background-color: yellow; padding: 5px; width: 65%;">→ All technical bid documents except price details</div> </div>

	<p>Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “ New Vendor Manual (effective 12.04.2017) ” available in the login Page of the OIL’s E-tender Portal.</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-</p>

	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 [Organization]” 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[Organization]” digital certificate, will be liable for rejection.
15.0	<p>Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.</p> <p>"In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.</p> <p>Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible."</p>
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 a period of 12 months from the date of installation/ commissioning at site. 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 VI 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 which should remain valid for the period execution, including extension, if any and the entire warranty period in line with tender requirement. 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. 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., Duliajan Branch, Daily</p>

	<p>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.
24.0	<p>Payment terms: Payment shall be released as follows-</p> <p>(i) 80% of order value for material supply shall be released on supply against proof of dispatch/shipment.</p> <p>(ii) Remaining 20% along with the installation/ commissioning cum training charges shall be paid after successful commissioning and acceptance of material by OIL at site.</p> <p>Payment Term for AMC: Pro rata basis against the submitted invoice after each successfully completed visit.</p>
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). In case of deduction of LD, LD amount will be deducted along with applicable rate of 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	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 as Annexure-V of the tender document. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable.
28.0	<p><u>Clauses related to GST</u></p> <p>1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:</p> <p>(a) GST - means any tax imposed on the supply of goods and/or services under GST Law.</p> <p>(b) Cess – means any applicable cess, existing or future on the supply of</p>

Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

(c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be

reimbursed by bidders.

6. When Input tax credit is available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

GENERAL CONFORMITY

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

(I) BID REJECTION CRITERIA (BRC)

(A) TECHNICAL:

1.0 BIDDER'S ELIGIBILITY:

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

OR

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

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

The bidder must comply to the following:

- 2.1** The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.
- 2.2** In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.
- 2.3** Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:
- (i) Satisfactory supply / completion / installation report (OR)
 - (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
 - (iii) Consignee receipt / delivery receipt (OR)
 - (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ GST Invoice.

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

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

3.0 **IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:**

The bidder must fulfill the following requirements:

- 3.1 The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment proceeding to the original Bid Closing date of the tender.
- 3.2 Additionally, the bidder himself/themselves should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.
- 3.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:
 - (i) Satisfactory supply / completion / installation report (OR)
 - (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
 - (iii) Consignee receipt/ delivery receipt (OR)
 - (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ GST Invoice.
 - (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

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

- 3.4 The bidder shall submit valid **Authorization Certificate/Letter** issued by its Original Equipment Manufacturer (OEM), confirming the Bidder's status as their authorized supplier / dealer / distributor/wholly owned subsidiary (as the case may be) to sell their products with proper warranty and guarantee back -up. Such authorization certificate/ letter shall be valid for the entire period of execution of the order. Offers shall be rejected straightway, if such authority letter is not submitted along with the technical bid.

NOTES TO BIDDER:

- a. Authorization letter must be issued on the official letter head of the OEM clearly mentioning the status of Bidder i.e., whether 'authorized dealer' or 'authorized distributor' or 'authorized supplier' or wholly owned subsidiary of Original Equipment Manufacturer (OEM), failing which the bid shall not be

considered for evaluation and in that case the offer shall be rejected straightway.

- b.** Authorization letter issued by the OEM in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.
 - c.** In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.
- 4.0 Bidders showing supply experience towards supply to its sister concern/subsidiaries shall not be considered as experience for the purpose of meeting BRC.
- 5.0 Authorization letter and warranty/guarantee back-up as aforesaid must be issued to the bidder by the Original Equipment Manufacturer (OEM) in their official letter head only. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.
- 6.0 Unsolicited bids shall be straightway rejected.
- 7.0 Bidder/OEM must submit an undertaking alongwith the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.
- 8.0 Delivery required against this tender is maximum 12 months from the date of opening of LC in case order is placed on the foreign supplier OR within 12 months from the date of receipt of order in case order is placed on indigenous supplier. Date of clean Bill of Lading (B/L in case of foreign supplier) or Consignment Note date (C/Note date in case of indigenous supplier) shall be considered as delivery date. Commissioning engineer should be available at Duliajan, Assam within forty five (45) days of the intimation given by OIL for commissioning the unit. Bidder must comply the above schedule and confirm in their Techno-Commercial bid. Bids not meeting time schedule as mentioned above shall be summarily rejected.

(B) FINANCIAL CRITERIA:

- 1.0 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum **INR 119.30 Lacs or US\$ 1,75,587.00** during any of the preceding 03 (three) financial years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not 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 - 18 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 Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-IV

OR

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

- (b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

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

(C) COMMERCIAL

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

- 1.0 Bids are invited under **Single Stage 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 Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 **Bid security in ORIGINAL of INR 4,77,200.00 or US\$7,024.00;** shall be furnished as a part of the TECHNICAL BID. **Any bid not accompanied by a proper bid security in ORIGINAL will 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).
- 6.2 Bank Guarantee towards Bid Security shall remain valid up to **01.03.2019**.
- 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 one year (12 months) from the date of satisfactory commissioning of the equipment at designated place against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier’s expenses at no extra cost to OIL.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten (10%) of total evaluated value of Order, which should remain valid throughout the period execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above
- 9.0 Offers should be submitted along with Integrity Pact duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 10.0 Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below.

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

(Prices to be quoted as per Tender Specification, Scope of Supply vide Annexure-I)

**(A) Total Material Value of equipment & accessories/spares necessary for smooth installation/running of the equipment:
(to indicate per Unit Rate & Total thereof)**

- (B) Packing & FOB charges:
- (C) Pre-Shipment Inspection & Training Charges (if any):
- (D) FOB Value, A+B+C:
- (E) Overseas Freight Charges upto Kolkata, India:
- (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) Total Installation Commissioning & Training Charges including GST :
(Please indicate applicable GST Rate Separately)
- (N) AMC Charges for 3 Years after warranty period including GST:
(Please submit per year AMC charges as specified in Annexure –I)
(Please indicate applicable GST Rate Separately)
- (O) Total Value, L+M+N:
- (P) Total Value in words :
- (Q) Gross Weight:
- (R) Gross Volume :

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

(Prices to be quoted as per Tender Specification, Scope of Supply vide Annexure-I)

- (A) Total Material Value of equipment & accessories/spares necessary for smooth installation/running of the equipment:
(to indicate per Unit Rate & Total thereof)
- (B) Packing & Forwarding charges, if any:
- (C) Pre-Shipment Inspection & Training Charges (if any):
- (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:
- (I) Transit Insurance Charges, if any including GST:
- (J) Total Installation Commissioning & Training Charges including GST:
(Please indicate applicable GST Rate Separately)
- (K) AMC Charges for 3 Years after warranty period including GST:
(Please submit per year AMC charges as specified in Annexure –I)
(Please indicate applicable GST Rate Separately)
- (L) Total Value, G+H+I+J+K:
- (M) Total Value in words :
- (N) Gross Weight:
- (O) Gross Volume:
- (P) Import Content, if any:

Note: i) Please indicate HSN /SAC Code of the quoted material, accessories & services. Cost of the individual items should be shown separately.

ii) 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.

iii) 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 during import. IGST /Concessional GST @5% shall be applicable for Indigenous bidders also.

11.0 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

12.0 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.

(II) 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 under (I), (C), Commercial Para 10.0 and detailed below.
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.0 To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made as under, subject to corrections / adjustments, if any.

4.1 When only foreign bidders are involved:

Comparison of bids will be done on the basis of “TOTAL VALUE” as mentioned in para 10.0, (i), (O) of (I), (C), Commercial above.

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. If confirmed L/C at buyer's account is required, 1.5 % will be loaded.

4.2 When only domestic bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in para **10.0, (ii), (L) of (I), (C), Commercial** above.

4.3 When both foreign and domestic bidders are involved:

The Grand Total Value of domestic bidder **as per para 10.0, (ii), (L) excluding (H+I) of I, (C), Commercial i.e** Grand Total Value of domestic bidder excluding inland transportation charges including GST and Insurance charges including GST worked out as above and Grand Total Value of the foreign bidder worked out **as per para 10.0, (i), (O) of I, (C), Commercial** will be compared.

Note: When more than one domestic bidders fall within price preference range, inter-se-ranking will be done on Grand Total Value basis. 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 Evaluation Criteria (BEC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC 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.

COMMERCIAL

<u>Sl#</u>	<u>REQUIREMENT</u>	<u>COMPLIANCE</u>
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, 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
4.4	Whether confirmed acceptance of tender 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
6.0	Whether Price submitted as per Price Schedule (refer Para 10.0 of BRC Commercial vide Annexure – II)?	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 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
13	Whether all Financial documents as per BRC Financial vide Annexure – II have been uploaded?	Yes / No

Signature _____

Name _____

Designation _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

***Applicable only for GLOBAL tenders**