



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

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Tender No. & Date : **SDG8288P19/07 dated: 12.06.2018**

Tender Fee : **INR 6,000.00 OR USD 100.00**

Bid Security Amount : **INR 1,56,200.00 OR USD 2,268.00**

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

Period of Sale of Bid Documents : **From 12.07.2018 to 22.08.2018; 15:30 Hrs(IST)**

Bid Closing on : **29.08.2018 (at 11.00 Hrs. IST)**

Bid Opening on : **29.08.2018 (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 29.03.2019**

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

Integrity Pact : **Applicable**

OIL INDIA LIMITED invites Global Tenders for One (01) Number Reservoir Simulation Software, Pre-processor & Post-processor as detailed in Annexure-I.

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

Annexure- II: Bid evaluation & Rejection Criteria

Annexure- III: Check List- Commercial

Annexure-IV: Certificate of Annual Turnover & Net Worth

Annexure- V: PP-LC Policy

Annexure- VI: Integrity Pact

1.0:: TECHNICAL SPECIFICATIONS OF RESERVOIR SIMULATION SOFTWARE, PRE-PROCESSOR & POST-PROCESSOR:

A. Reservoir Simulation Pre-Processor specifications.

The Pre Processing Software should have the following capabilities:

1. Should be able to support ECLIPSE Black Oil Simulator.
2. Should have advanced text editor for input decks with undo feature.
3. Should be enabled for comparison of models with highlighted differences.
4. Should be enabled for keyword recognition and syntax highlighting.
5. Should be able to search and filter keywords.
6. Should be able to register differences between decks and include files.
7. Should be enabled for keyword and model validation on launch.
8. Should be able to create Restart cases and launch multiple runs.
9. Should be able to generate multiple scenarios to perform sensitivity analysis over specified properties.
10. Should be enabled for integrated visualisation of input deck properties.
11. Should be enabled for sensitivity studies with visual display of results including Tornado Plots.
12. Should be enabled for run time monitoring of simulation runs.
13. Should be able to render visualization of grids, faults, wells, tables and equilibration planes.

B. Reservoir Simulation Post-Processor specifications.

The Post Processing Software should have the following capabilities:

1. Should be able to support ECLIPSE Black Oil simulator.
2. Should be enabled for easy data loading.
3. Should be able to generate and combine 2D and 3D – drag and drop plots and grids.
4. Should be enabled for easy management and analysis of multiple runs.
5. Should be able to easily format plots.

6. Should be enabled for auto report creation in Power-point, Excel and Word.
7. Should be able to produce cross plots of any Summary or INIT data.
8. Should be enabled for multiple observed data formats and multiple run loading.
9. Should be able to index through wells, pages and runs.
10. Should be able to connect 2D and 3D plots.
11. Should be able to generate multiple 3D views on screen at same time.
12. Should be enabled for run time monitoring.
13. Should be able to handle multi-million cell models.

2.0:: SPECIAL TERMS AND CONDITIONS :

1.0 Module wise cost breakup, if any, for each module to be provided. However, purchase of any one or all of the items / modules will be at OIL's discretion.

1.1 The bidder shall be responsible for supply of the software licenses.

1.2 Step by step instruction for users of the different functionalities of the software should be provided either online, digital format or in printed form.

1.3 The media for the software should be portable.

2.0 Installation and commissioning of the software:

2.1 Installation and commissioning of the software should be carried out at Reservoir Engineering Section, G&R Department, OIL, Duliajan, Assam, India.

2.2 During Installation & Commissioning, successful bidder should agree to familiarize the software functionalities for at least 2 days without any extra cost to OIL.

2.3 Installation & Commissioning charges on lump sum basis, if any, should be quoted separately which shall be considered for evaluation of offers.

3.0 Warranty :

3.1 The software should carry a Warranty for a period of one (01) Year to be effective from the date of successful installation & commissioning. The bidder must agree to provide warranty or maintenance/support of all software modules from the date of successful installation & commissioning for one year free of cost and which covers the followings:

(a) The supplier must inform and provide software upgrades, updates, software enhancements during this period at no extra cost to OIL within two (2) weeks from the date of release.

(b) Correspondence with OIL's personnel for any assistance/ guidance will be through telephone support, written support (by e-mail, letter and fax).

(c) In case of any issue which cannot be sorted out through correspondence, OIL may ask for on- site advice of the expert at no extra cost to OIL. The party shall depute such expert and the dates and duration of his/her visit may be decided mutually.

4.0 Annual Maintenance Contract (AMC):

4.1 Oil India Limited may enter in to Annual Maintenance Contract for a period of 3 (three) years after the initial warranty period of one year is over. The bidder should quote for Annual Maintenance Contract (AMC) for a period of 03 (three) years (to be effective after the expiry of initial 01 year warranty period) which will be considered for bid evaluation. The scope for AMC will be as under:

a. The supplier shall provide software upgrades/updates and necessary maintenance during AMC period at no extra cost to OIL within two (2) weeks from the date of release.

b. The supplier should inform OIL about updates/new version of the software immediately after its release during the AMC period.

c. The party should maintain contact with OIL's personnel for any assistance/guidance on technical issues pertaining to the software, through telephone, e-mail, letter and fax. In case of any issue which cannot be sorted out through e-mail etc., OIL may ask for on-site advice of expert at no extra cost to OIL. The party shall depute such expert and the dates and duration of his/her visit may be decided mutually.

d. During the AMC period, payments will be made against invoices submitted by the supplier on quarterly basis after successful completion of each quarter.

4.2 Charges for Annual Maintenance Contract (AMC) after the initial warranty period up to 3 years with year wise break up, must be quoted separately which shall be considered for evaluation of offers. Services to be provided during AMC must be confirmed and elaborated clearly in the bid.

5.0 The bidder must submit a written undertaking that they would be able to provide Installation, Warranty and AMC services as mentioned above. The responsibility for providing the services during warranty and Annual Maintenance Contract (AMC) period should lie with the supplier irrespective of any change in Indian agency, if applicable.

6.0 Installation charges and Annual Maintenance Contract charges, if any, should be quoted separately (and should not be clubbed together with main software).

8.0 While quoting Installation 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.

9.0 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, 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.

10.0 Payment : Payment shall be released as follows:

- i) 100 % of Software value along with installation & commissioning charges shall be paid after successful commissioning and acceptance of the Software by OIL at site.

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> <table border="1" data-bbox="316 1831 1310 1938"> <tr> <td>Notes and Attachments</td> <td>→ Only Price Details Should Be Uploaded</td> </tr> <tr> <td>Technical attachments</td> <td>→ All technical bid documents except price</td> </tr> </table>	Notes and Attachments	→ Only Price Details Should Be Uploaded	Technical attachments	→ All technical bid documents except price
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details

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



Click here for
the New
Manual &
Instruction

8.0	In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User - > Technical Bid. No price should be given in above Technical Rfx otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User - > Technical Bid only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.
9.0	PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.
10.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
11.0	Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.
12.0	To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected.

13.0	Other terms and conditions of the tender shall be as per “General Terms & Conditions” for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
14.0	All the Bids must be Digitally Signed using “Class 3 [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 1 year from date of successful installation & commissioning of all software modules 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	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

	<p>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 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 check list.
24.0	<p>Payment : Payment shall be released as follows:</p> <p>i) 100 % of Software value along with installation & commissioning charges shall be paid after successful commissioning and acceptance of the Software by OIL at site.</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 Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.</p> <p>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.</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</p>
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	<p>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 REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)

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 :

(A) TECHNICAL CRITERIA:

1.0 BIDDER'S QUALIFICATION:

1.1 The bidder shall be an Original Manufacturer (OM) of the Software.

OR

The bidder shall be a supplier authorized by an Original Manufacturer (OM) of the Software.

2.0 BIDDER'S EXPERIENCE:

2.1 In case the bidder shall be an Original Manufacturer (OM) of the Software:

2.1.1 The bidder shall be a manufacturer of Reservoir Simulation software, Pre-processor and Post-processor for Oil and Gas Exploration and Production and shall be in the business of developing software for the last five (5) years preceding to the original Bid Closing date of the Tender.

2.1.2 The bidder shall have the credentials of successful execution of at least one (01) order valuing minimum **INR 39,03,500.00 OR USD 59,600.00** of supplying and installing Reservoir Simulation software, Pre-processor and Post-processor for Oil and Gas Exploration and Production during the currency of last 5 (Five) years preceding original bid closing date of the tender to leading E&P companies, either by themselves or through their sole selling agent/dealer/distributor.

2.2 In case the bidder is an authorized dealer/authorized distributor of Original Manufacturer (OM), the following criteria shall be met by bidder:

2.2.1 The bidder must confirm to supply software from an Original Manufacturer (OM) who meets the qualification requirements stipulated under clauses 2.1.1 & 2.1.2 above.

2.2.2 The bidder additionally shall have the credentials of successful execution of at least at least one (01) order valuing minimum **INR 39,03,500.00 OR USD 59,600.00** of supplying and installing Reservoir Simulation software, Pre-processor and Post-processor for Oil and Gas Exploration and Production during the currency of last 5(Five) years preceding original bid closing date of the tender to Leading E&P companies by themselves.

2.2.3 Bidder shall enclose a valid Authorization Certificate with back up Warranty & Guarantee from the (OM) along with guarantee to carry out installation and commissioning as per the tender.

2.3 The bidder's documentary evidence in support of their previous supply experience, as applicable under clause Nos. 2.1.2 & 2.2.2 mentioned above must be provided in the form of :

- (a) Copy(ies) of Purchase Order(s)/Contract document(s),(not necessarily awarded during last five years preceding the bid closing date, but must be executed during last five years preceding to the original bid closing date of the tender)
- (b) 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,
 - Consignee received 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.

3.0 Bidders must quote their best delivery schedule and commissioning period, not exceeding 6 weeks for supply of software calculated from the date of opening of LC in case order is placed on the foreign supplier OR from the date of receipt of order in case order is placed on indigenous supplier and 2 weeks calculated from intimation of OIL for installation/commissioning failing which the bid shall be rejected being non-responsive.

(B) FINANCIAL CRITERIA:

- 1 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum **INR 39,03,500.00 OR USD 59,600.00.00** during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date of the tender.
- 2 "Net Worth" of the bidder should be positive for the financial/accounting year just Preceding the bid Closing Date (i.e year 2017-18)
- 3 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be

considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year 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 bid:-

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE- IV.

OR

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

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 **Bid security of INR 1,56,200.00 OR US\$ 2,268.00;** 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.

2.1 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).

2.2 Bank Guarantee towards Bid Security shall remain valid up to 29.03.2019.

3.0 Validity of the bid shall be minimum 120 days from the date of Bid Closing Date. Bids with lesser validity will be straightway rejected.

4.0 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 01 (one) year from the date of successful installation & commissioning of all software modules at site 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.

5.0 Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. The Performance Bank Guarantee must be valid for a period of 01 (one) year from the date of successful completion of installation and commissioning of the entire software modules at site and also throughout the period execution, including extension, if any. Bidder must confirm the same in their Technical Bid. 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. Offers not complying with this clause will be rejected.

6.0 Offers should be submitted 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.

7.0 Bidders are not required to quote any rates/cost details in their Technical bids. However, rates/costs against each tendered items and summery thereof as under must be submitted in their price bids only, failing which the offer will be rejected.

8.0 Price Bid format: (Please indicate HSN Code of Material & SAC Code for Services)

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

Please submit Price Schedule as per tender requirement specified in Annexure –I as under:

- (A) Total Value/Price of Reservoir Simulation software, Pre-processor and Post-processor Software:**
- (B) Packing & FOB Charges :**
- (C) Total FOB Port of Shipment value, (A + B) above :**
- (D) Air Freight Charges upto Kolkata, India :**
- (E) Banking & Insurance Charges @1.5% of C**

- (F) Total CIF Kolkata value, (C + D + E) :
- (G) Landing Charges @1% of F:
- (H) Total CIF Landed Value (F+G):
- (I) IGST on H:
- (J) Compensatory Cess, if any on I:
- (K) Total CIF+IGST Landed Value (H+I+J):
- (L) Installation/Commissioning Charges including GST :
(Please indicate applicable GST Rate Separately)
- (M) AMC Charges for 3 Years including GST after warranty :
(Please submit per year AMC charges as specified in
Annexure –I) (Please indicate applicable GST Rate
Separately)
- (N) Grand Total Value as above (K+L+M) :
- (O) Grand Value in words :
- (P) Gross Weight :
- (Q) Gross Volume :

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

Please submit Price Schedule as per tender requirement specified in Annexure –I as under :

- (A) Total Value/Price of Reservoir Simulation software, Pre-processor and Post-processor Software :
- (B) Packing and Forwarding Charges:
- (C) Total Ex-works value, (A + B) above :
- (D) GST on C :
- (E) Compensatory Cess, if any on (D)
- (F) Total FOR Dispatching Station price, (C+D+E) above
- (G) Transportation/Courier charges to Duliajan including GST
- (H) Insurance Charges @0.5% on F including GST:
- (I) Total FOR Duliajan value, (F + G + H) above
- (J) Installation/Commissioning Charges including GST:
(Please indicate applicable GST Rate Separately)
- (K) AMC Charges for 3 Years including GST after warranty:
(Please submit per year AMC charges as specified in
Annexure –I) (Please indicate applicable GST Rate
Separately)
- (L) Grand Value as above (I+J+K)above :
- (M) Grand Value in words :
- (N) Gross Weight :
- (O) Gross Volume :
- (P) Import Content, if any

Note: 1) Domestic Bidders must quote inland freight/courier 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.

- 9.0 The prices offered must remain 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.
- 10.0 Bidders must be uploaded online on OIL's e-portal only within the scheduled date & time. Bids received in physical form within or after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.
- 11.0 Bids containing incorrect statement will be rejected.
- 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

(II) BID EVALUATION CRITERIA (BEC) :

Bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- 1) The evaluation of bids will be done as per the Commercial Bid Format(summary) detailed vide para (8) of I, (C),BRC (Commercial).
- 2) If there is any discrepancy between the unit price and 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) 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) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections/adjustments given herein.

4.1) When only foreign bidders are involved:

Comparison of bids will be done on the basis of “Grand Total Value” which is evaluated as per para 8.0, (i), (N) of I, (C), BRC (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 "Grand Total Value" which is evaluated as per para 8.0, (ii), (L) of I, (C), BRC (Commercial) above.

4.3) When both foreign and domestic bidders are involved:

The Grand Total Value of domestic bidder **as per para 8.0, (ii), (L) excluding (G+H) of I, (C), BRC (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 8.0, (i), (N) of I, (C), BRC (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) 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.

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 8.0 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 balance sheet of last 3 financial year 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**