



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

Telephone No. (91-374) 2808724

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Email: materials@oilindia.in ; erp_mm@oilindia.in

Tender No. & Date: SDG 7424P16/07

Tender Fee : INR 4,500.00 OR USD 100.00
Bid Security Amount : INR 328,000.00 OR USD 5,100.00

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Bid Closing on : 02.09.2015 (at 11.00 Hrs. IST)

Bid Opening on : 02.09.2015 (at 14.00 Hrs. IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Global Tenders for items detailed below:

Item No. / Mat. Code	Material Description	QTY.	UOM
1	Supply of HPHT Rheometer as per the following: a) Detailed specification – Annexure - A b) Bid Rejection Criteria (BRC) and Bid Evaluation Criteria – Annexure-B. c) Commercial Check list - Annexure-C	01	No.

GENERAL NOTES FOR E- TENDER:

- 1.0 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.
- 2.0 Commercial Check list is furnished vide Annexure – C. Please ensure that the check list is properly filled up and uploaded along with Technical bid.
- 3.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with tender no. and due date to The Head Materials, Materials Department, Oil India Limited, Duliagan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender.
 - a) Original Bid Security.
 - b) Details Catalogue and any other document which have been specified to be submitted in original.

4.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "Techno-commercial Unpriced Bid" shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab "Notes and Attachments".

Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.

5.0 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"

6.0 PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.

7.0 All the Bids must be Digitally Signed using "Class 3" digital certificate (*e-commerce application*) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.

8.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

9.0 **The Integrity Pact is applicable against this tender.** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. **If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.**

OIL's Independent External Monitors at present are as under:

1. SHRI RAGHAW SHARAN PANDEY, IAS(Retd.),
e-Mail ID : rspandey_99@yahoo.com

2. SHRI RAJIV MATHUR, IPS(Retd.),
e-Mail ID : rajivmathur23@gmail.com

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Special Notes:

1.0 (a) The Bidder must provide technical catalog/ technical literature/drawings etc along with their offer for our technical evaluation.

(b) The bidder shall mention the MAKE and MODEL NO, Year of Manufacturing of their offered equipment.

(c) The instrument must be equipped with control and safety instrumentation system, safety cut off switch for low and high pressure Cut off. Additional rupture disk for safety release of pressure in case the operating pressure exceeds the safety limit.

(d) Provision for PC control via software equipped with communication interface, cables and connectors.

(c) Bidder must state the address of their nearest service centre along with the offer.

(e) The bidder shall have either service centre in India or must have factory trained service Engineer with proper certificate in India to provide after sales service/repair of the equipment. List of such service centre(s) or factory trained service Engineer(s) to be provided with the offer.

(f) The equipment shall be new with serial number and date of manufacture embossed on it.

(g) The equipment shall be factory tested thoroughly at the supplier's yard before dispatch for straightway commissioning.

(h) Bidder shall supply all accessories/spares for initial commissioning along with the main equipment.

(i) Two hard copies and two soft copies (CD/DVD) of operating and maintenance manuals complete with schematic and circuit diagrams etc. shall be provided along with the supply. The language of the manuals shall be in English.

(j) Minimum indicative requirement: Vendor shall supply all required items (hardware / software) and execute all the activities to meet the required functionalities mentioned in this tender document.

(k) List of consumables/ spares for smooth running of the equipment for 5(five) years shall be quoted separately without any price escalation up to six years from the date of bid opening. However the price of the consumables/spares shall not be considered for bid evaluation.

2.0 PRE-DISPATCH INSPECTION: After completion of fabrication of the complete system at manufacturer's works, OIL may depute one Chemical Executive along with one Instrumentation Engineer for pre- dispatch inspection of the equipment. The supplier shall dispatch the items along with all the required accessories from the factory or country of origin only after completion of inspection.

The cost of travel, boarding and lodging of OIL Engineers for pre-dispatch inspection will be borne by OIL

The bidder has to inform at least two months in advance for

inspection of the equipment along with QAP (Quality Assurance Procedure) for OIL's approval.

3.0 INSTALLATION AND COMMISSIONING OF SUPPLIED SYSTEM: Installation and commissioning of the total system is in vendor's scope. Vendor is to consider the following points in respect of installation and commissioning activities.

a) Commissioning schedule:

After the receipt of the materials at OIL site, vendor shall mobilize required manpower/tools/machineries etc. to execute the installation and commissioning jobs at Chemical Laboratory, Oil India Limited , Duliajan, State: Assam. India PIN: 786602.

The Installation & commissioning activities shall be completed within 30 days from the date of intimation by Oil India Limited after receipt of materials at site.

Vendor to provide all consumables and test standards required for commissioning of the system at OIL site along with the equipment.

b) Calibration:

It is the responsibility of the bidder to make the instrument calibrated. The calibration validity and calibration frequency of the Instrument must be mentioned by the bidder. If the calibration goes out during this period then necessary rectification and re-calibration shall be in bidder's scope. The calibration procedure shall be very clearly indicated in the operation manual.

c) **Training:** Vendor shall organize onsite training to OIL Employees covering all aspects of operation and maintenance of the instruments after successful commissioning of the equipments.

The training period shall be at least one week covering both for operation and maintenance.

A manual covering all aspects of normal operation, maintenance, trouble shooting, do, don'ts etc to be submitted along with the equipment.

Soft copy of Safe Operating Procedure (SOP) shall be provided along with the equipment.

4. AFTER SALES & SERVICE/REPAIR:

The bidder shall have either service centre in India or must have factory trained service Engineer with proper certificate in India to provide after sales service/repair of the equipment. List of such service centre(s) or factory trained service Engineer(s) to be provided with the offer.

5.0 ANNUAL MAINTENANCE CONTRACT (AMC):

After completion of warranty period, OIL may enter into an ANNUAL MAINTENANCE CONTRACT (AMC) with the supplier/vendor for 05 (five) years. The Nature of AMC shall be Comprehensive one. The cost of spares required for maintaining the equipment shall be in bidder's scope without any additional price implication to OIL. Bidder to maintain ready stock available to meet any breakdown due to failure of components.

The bidder has to quote for onsite comprehensive AMC charges for supplied equipment including software for 5 years on a per year basis separately.

Contractual Period: In case OIL exercises the option to enter into comprehensive AMC with the bidder, a separate contract agreement shall be made between the bidder and OIL for the AMC for five years with the above terms and conditions after completion of warranty of 12 months from the date of successful commissioning .

Types of visit: There will be two types of visit to OIL site - Normal and Emergency visit. One competent engineer from the supplier has to visit Duliajan at least once in 6 months for preventive and corrective maintenance of all supplied equipment including software up- gradation as required.

Normal (Preventive) visit: To check the normal healthiness of the system and attending problem reported by OIL. Also vendor to carry out any software upgradation or configuration of existing hardware/software, if felt necessary, as per OIL's requirement. Such a visit shall be planned on a mutually agreed schedule.

Emergency visit: There will be no limit for emergency visit. To attend any emergency situation and/or breakdown reported by OIL, vendor shall mobilize their competent engineer to OIL site within two weeks of the intimation.

Accommodation & Conveyance: All visits including transport to and fro journey and accommodation at Duliajan by supplier's personnel for AMC related work shall have to be borne by the supplier.

6.0 DEVIATION FROM PURCHASER'S REQUIREMENT: Bidder shall be specific to OIL's requirement and shall offer as per OIL's terms & conditions and requirements. If there is any deviation, bidder shall indicate the deviation clearly with sufficient justification in a separate sheet. Not indicating any deviation by the bidder shall be considered as full acceptance of the OIL's terms & conditions.

7.0 WARRANTY/GUARANTY: The Vendor shall provide warranty for a period of minimum 18 months from the date of receipt at site or 12 months from the date of successful commissioning whichever is earlier. During warrantee period if any item of the offered system fails or performance of the offered system is not satisfactory, vendor shall have to replace/rectify the same within 30 days from the date of intimation by OIL, without any financial implication to OIL. Courier charges, transportation and taxes for supplying the spares upto OIL premises to be borne by the vendor. In case of failure on the part of the successful bidder to rectify a fault of supplied items / equipment or software, within 30 days of reporting the problem, a penalty at the rate of 0.5% per day will be imposed till rectification of fault, subject to a maximum of 7.5% of the total value of the order. For any delay beyond 45 days, the warranty period for all the items shall be extended on a pro-rata basis

All visits including transport to and fro journey to Duliajan and accommodation at Duliajan by bidder's personnel for warranty related work shall have to be borne by the supplier. Warranty certificates to be provided along with the equipment.

8.0 Payment: Payment shall be released as follows

- i) 80% of the order value shall be paid against proof of dispatch/shipment of the goods.
- ii) Remaining 20% of the order value along with installation and commissioning charges (if any) shall be paid after successful installation and commissioning and acceptance of the unit by OIL.
- iii) OIL may also consider making 100 % payment towards supply of the units against proof of dispatch provided bidders agree to pay interest @ 1% above the prevailing Bank Rate (CC Rate) of State Bank of India for 20% of the order value and also submit Bank Guarantee for the amount equivalent to 20% of the order value plus interest valid till successful commissioning at site.
- iv) Payment towards Installation/Commissioning/Training (if any) shall be released on successful completion of the Installation/Commissioning/Training.
- v) Payment against AMC charges shall be made on quarterly basis against the invoice(s) to be submitted by the supplier at the end of each quarter.

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

9.0 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 the company, failing which the offer will be summarily rejected.

10.0 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.

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TECHNICAL SPECIFICATION OF HPHT RHEOMETER

1.0 SCOPE OF SUPPLY & EQUIPMENT DESCRIPTION:

The scope of supply shall cover supply, installation, testing, calibration, training and commissioning of high pressure high temperature (HPHT) Rheometer.

It shall comprise of PC based human machine interfacing station and shall be capable of measuring rheological properties of Drilling fluids/Muds like WBM/OBM/SOBM/NIF whose density range shall be in the range of 1gm/cc to 2.0gm/cc .

The equipment shall be capable of measuring shear rate accuracy and a magnetically coupled optically encoded torque measurement which enables sensitive, precise viscosity measurement in HPHT conditions.

The operating and data acquisition software shall run with the help of a computer (PC) as per the user defined test cycle.

It shall automatically capture peak gel strength as well as 10 second and 10 minute gel values. It shall also provide the user with as much flexibility as possible; the control software shall allow a test cycle to be edited during testing. Test cycles shall be easily paused and resumed or profile steps skipped.

The software shall have the capability to run automatic calibration cycles using calibration fluids. Once testing is completed, the results shall be displayed in user-configurable graphs. The test results shall be stored in a universal spreadsheet file format.

The equipment shall be complete with a PC, Vessel Plug and UPS, step-down transformer, sample cup etc. The bidder's scope shall also include minimum spares as required for smooth operation of the equipment till warranty period.

Bidder shall also supply all tools & tackles and repair kit for operation and maintenance of the equipment.

2.0 SPECIFICATION:

- a) Maximum operating Temperature: 600°F (316°C)
- b) Temperature Range: Ambient to 600°F (316°C)
- c) Maximum Operating Pressure: 30,000 psi
- d) Pressure Range: Atmospheric to 30,000 psi
- e) Shear Rate Range: Min: (0.0082-0.0017) sec⁻¹
- f) Max: (1020-1021) sec⁻¹
- g) Shear Rate Accuracy: ±0.25% of F.S.
- h) Shear Stress Range: 2-6000 dynes/sq cm (maximum)
- i) Resolution: 0.3 to 1% or better.
- j) Motor Speed Range: 0.01—600 rpm or equivalent
- k) Torque Range: 5 to 10 mN.m

l) Repeatability: $\pm 1\%$ of full scale range or better

m) Power Requirements: 230 V $\pm 5\%$, 50 HZ (A step down transformer to be provided if voltage requirement for the equipment is less than 230VAC)

n) Maximum Power consumption: 1200-1500watts

o) UPS: To provide uninterrupted regulated power supply with minimum 2(two) hours Battery backup.

p) Supplied Pressure: Compressed Air or Nitrogen Cylinder (OIL's scope).

q) Units: English units for temperature and pressure and other rheological parameters. However facility of conversion into other units like SI, CGS, and MKS shall be available.

3.0 PC AND PRINTER:

a) Branded PC from HP, Lenovo, Dell, Sony etc with minimum 500 GB HDD, 4GB RAM, DVD R/W, 17 inch TFT Monitor, Key Board, Optical Mouse etc. , 64 bit Windows 8 or latest Operating System.

b) Hp LaserJet or equivalent colour printer compatible with the supplied PC.

c) Antivirus with minimum one year validity

4.0 SOFTWARE PACKAGE:

a) Latest windows based Software package for operation of the entire system and data acquisition compatible with the operating system of the PC to be supplied and allows a fully automated workflow including LIMS (Lab Information Management system) connection if any.

b) The software shall support client server environment. It shall be possible to export the data to LIMS and automatic data backup.

c) Successful bidder must provide license of the supplied software for minimum 10(ten) years from the date of commissioning with their equipment. In case of any up gradation of software, the bidder shall transfer the same to OIL without any extra cost.

d) Automatic recognition of sample and monitoring of rheology etc.

5.0 CALIBRATION: To provide calibration standard if any required for calibrating the equipment up to a period of 10(ten) years after the date of commissioning. Vendor shall also provide inspection & test certificates and calibration certificates to OIL along with supply.

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

(I) BID REJECTION CRITERIA:

(A) TECHNICAL

The bids shall in general conform to the specifications, terms and conditions given in the tender. Bid shall be rejected in case the goods offered do not conform to the required minimum/maximum parameters stipulated in the technical specifications and to the respective international/national standards where ever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.

1.0 Bidders Qualification: The bidder shall be an Original Equipment Manufacturer (OEM) of the offered product.

OR

The bidder shall be an sole selling agent/authorized dealer / authorized distributor/ authorized supply house of OEM and provides relevant authorization letter along with the bid. In this connection the bidder shall submit the following documents along with the offer.

(i) Certificate from OEM stating that the bidder is sole selling agent/authorized dealer / authorized distributor/ authorized supply house of the OEM .

(ii) Valid authorization certificate from the proposed OEM with warranty/guarantee back up.

2.0 Bidder's Experience: **In case the bidder is an Original Equipment Manufacturer (OEM):**

(i) The bidder shall have credential of successful execution of at least 02 (two) order(s) for manufacturing of the offered product in last 05(five) years preceding to the bid closing date. The bidder shall submit copies of (i) Purchase order (ii) Invoice (iii) bill of lading/transporter's consignment note towards supply of the product and commissioning report or any documentary evidence which shall confirms that the bidder's past supply has been successfully executed.

3.0 In case the bidder is an sole selling agent/authorized dealer / authorized distributor/ authorized supply house of OEM .

(i) The bidder shall have credential of successful execution of at least 02 (two) orders during the currency of last five (05) years preceding to the bid closing date of the tender for the equipment (HPHT Rheometer) manufactured by its OEM. The bidder shall submit copies of (i)Purchase order(ii) Invoice (iii)bill of lading/ transporter's consignment note towards supply of the product and commissioning report or any documentary evidence which confirms that the bidder's past supply has been successfully executed.

4.0 Bidder must indicate the year of launch of the offered model. The bidder must provide written undertaking that they will be able to provide essential spares necessary to repair the offered item along with software; if any, for a minimum period of 10 years from the date of successful commissioning without which offer will not be evaluated.

(B) 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) 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 US \$ 5,100.00 or Rs. 3, 28,000.00** 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 The Bank Guarantee towards Bid Security shall be valid upto **01.09.2016**.
- 3) Validity of the bid shall be minimum 180 days from the date of Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 4) Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of 18(eighteen) months from the date of receipt at site or 12(twelve) months from the date of commissioning 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) Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. The Performance Bank Guarantee must be valid for 01(one) year from the date of successful commissioning of the items. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected
- 6.0 Bidders are required to submit the summary of the prices in their commercial bids as per bid format (Summary), given below :
- (i) Commercial Bid Format (SUMMARY) for Foreign Bidders:**
- (A) **Total material cost of Main Equipment :**
 - (B) **Total cost of tools/tackles/accessories/repair kit for Initial commissioning :**
 - (C) **Total Material Cost,(A+B)**
 - (D) **Packing & FOB Charges :**
 - (E) **Total FOB Port of Shipment value, (C+D) above :**
 - (F) **Overseas Freight Charges upto Kolkata, India :**
 - (G) **Insurance Charges :**
 - (H) **Total CIF Kolkata value, (E+F+G) :**
 - (I) **Pre-despatch Inspection charges; if any:**
 - (J) **Installation/Commissioning Charges including Service Tax :**
 - (K) **Training Charges including Service Tax :**
 - (L) **Total Value,(H+I+J+K) :**
 - (M) **AMC Charges for 05(five)years after warranty including Service Tax:**
 - (N) **Grand Total Value including (L+M) above :**
 - (O) **Grand Total Value in words :**
 - (P) **Gross Weight :**
 - (Q) **Gross Volume :**

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

- (A) Total material cost of Main Equipment :**
- (B) Total cost of tools/tackles/accessories/repair kit for Initial commissioning**
- (C) Grand Total Material Cost,(A+B)**
- (D) Packing and Forwarding Charges:**
- (E) Total Ex-works value, (C+D) above :**
- (F) Excise Duty,(Please indicate applicable rate of excise duty)**
- (G) Sales Tax, (Please indicate applicable rate of Tax)**
- (H) Total FOR Despatching station price, (E+F+G) above**
- (I) Road Transportation charges to Duliajan**
- (J) Insurance Charges**
- (K) Assam Entry Tax**
- (L) Total FOR Duliajan value, (H+I+J+K) above:**
- (M) Pre-despatch inspection charges; if any**
- (N) Installation/Commissioning Charges including Service Tax :**
- (O) Training Charges including Service Tax:**
- (P) Total value, (L+M+N+O) above :**
- (Q) AMC Charges for 05(five) years after warranty including Service Tax:**
- (R) Grand Total Value including (P+Q)above :**
- (S) Grand Total Value in words :**
- (T) Gross Weight :**
- (U) Gross Volume :**

NOTE:

- (i) Cost of Individual Items must be quoted separately.
- (ii) 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 Indigenous bidders must quote Deemed Export prices. Excise Duty under Deemed Export exempted. Necessary Project Authority Certificate (PAC) shall be issued by OIL towards this. Indian bidders however to note that Recommendatory Letter to DGH for availing NIL customs duty benefit shall not be issued by OIL

7.0 Installation/Commissioning/Training charges should be quoted separately on lumpsum basis which shall be considered for evaluation of the offers. These charges should include amongst others to and fro fares, boarding/lodging, local transport at Duliajan and other expenses of supplier's personnel during their stay at Duliajan, Assam (India).

Bidders must categorically indicate the above charges in their Price Bid and must confirm the same in their Technical Bids.

8.0 The prices offered will 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.

9.0 Bids received 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.

10.0 Bidders shall quote directly and not through Agents in India. Offers made by

Indian Agents on behalf of their foreign principals will be rejected. Similarly offers from unsolicited bidders will be rejected.

- 11.0 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.
- 12.0 Bids containing incorrect statement will be rejected.
- 13.0 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, the bid shall be rejected straightway.

(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:

(A) COMMERCIAL

- 1) The evaluation of bids will be done as per the Commercial Bid Format(summary) detailed vide para (6) of 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 estimated as under:

- (A) Total material cost of Main Equipment :
- (B) Total cost of tools/tackles/accessories/repair kit for commissioning :
- (C) Total Material Cost,(A+B)
- (D) Packing & FOB Charges :
- (E) Total FOB Port of Shipment value, (C+D) above :
- (F) Overseas Freight Charges upto Kolkata, India :
- (G) Insurance Charges @1% of Total FOB Port of Shipment value vide (E) above
- (H) Banking Charges @ 0.5% of Total FOB Value (E) above in case of payment through Letter of Credit (If confirmed L/C at buyer's account is required, 1.5% of Total FOB Value will be loaded)
- (I) Total CIF Kolkata value, (E+F+G+H) :
- (J) Installation/Commissioning Charges including Service Tax, if any :
- (K) Training Charges including Service Tax, if any :

- (L) Pre-despatch Inspection charges; if any:
- (M) Total Value, (I+J+K+L) :
- (N) AMC Charges for 05(five) years including Service Tax after warranty :
- (O) Grand Total Value including above (M+N) :

NOTE: Banking charges in the country of the foreign bidder shall be borne by the bidder.

**4.2) When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response:
Comparison of bids will be done on the basis of "Grand Total Value" which is estimated as under:**

- (A) Total material cost of Main Equipment:
- (B) Total cost of tools/tackles/accessories/repair kit for commissioning :
- (C) Total Material Cost, (A+B)
- (D) Packing and Forwarding Charges:
- (E) Total Ex-works value, (C+D) above :
- (F) Excise Duty including Cess:
- (G) Sales Tax, (Please indicate applicable rate of Tax)
- (H) Total FOR Despatching station price, (E+F+G) above
- (I) Road Transportation charges to Duliajan
- (J) Insurance Charges @0.5% of Total For Despatching Station Value (H) above
- (K) Assam Entry Tax
- (L) Total FOR Duliajan value, (H+I+J+K) above
- (M) Installation/Commissioning Charges including Service Tax, if any :
- (N) Training Charges including Service Tax, if any :
- (O) Total value, (L+M+N) above :
- (P) AMC Charges for 05(four) years after warranty :
- (Q) Grand Total Value including (O+P)above :

NOTE: Excise Duty in case of the indigenous bidder is EXEMPTED

4.3) When both foreign and domestic bidders are involved:

The Grand Total Value of domestic bidder (inclusive of customs duty on imported raw material and components etc, and applicable terminal excise duty on the finished products and Sales Tax) excluding inland transportation to destination, Assam Entry Tax and Insurance charges worked out as per Para 4.2 above and Grand Total Value of the foreign bidder worked out as per Para 4.1 will be compared. No price preference will be allowed to indigenous bidders except that for capital goods, the domestic manufacturers would be accorded a price preference to offset CST to the extent of 4 % or actuals, which ever is less subject to 30 % local content norms as stipulated for World Bank Funded project to the satisfaction of OIL. When more than one domestic bidders fall within price preference range, inter-se-ranking will be done on Grand Total Value basis.

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

- 5) 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**COMMERCIAL CHECK-LIST**

Sl. No.	PARAMETERS/REQUIREMENTS	BIDDER RESPONSE	REMARKS IF ANY
1.	Whether Original Signed quotation submitted?	YES/NO	
2.	Whether quoted as manufacturer?	YES/NO	
3.	Whether quoted as authorized dealer? [To Specify]	YES/NO	
4.	If quoted as authorized dealer,		
5.	(a) Whether submitted valid and proper authorization letter from manufacturer IN ORIGINAL confirming that bidder is their authorized dealer for the product offered?	YES/NO	
6.	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	YES/NO	
7.	Whether bid submitted under single stage Two-Bid System?	YES/NO	
8.	Whether ORIGINAL Bid Bond (not copy of Bid Bond) enclosed with the offer? If YES, provide details	YES/NO	
	(a) Amount :		
	(b) Name of issuing Bank :		
	(c) Validity of Bid Bond :		
9.	Whether offered firm prices?	YES/NO	
10.	Whether quoted offer validity of 180 days from the date of closing of tender?	YES/NO	
11.	Whether quoted a firm delivery period?	YES/NO	
12.	Whether quoted as per NIT (without any deviations)?	YES/NO	
13.	Whether any deviation is there in the offer?	YES/NO	
14.	Whether deviation separately highlighted?	YES/NO	
15.	Whether agreed to the NIT Warranty clause?	YES/NO	
16.	Whether Price Bid submitted as per Price Schedule?	YES/NO	
17.	Whether indicated the country of origin for the items quoted?	YES/NO	
18.	Whether all the items of tender quoted?	YES/NO	
19.	Whether technical literature/catalogue/drawings enclosed?	YES/NO	
20.	For Foreign Bidders - Whether offered FOB/FCA port of dispatch including sea/air worthy packing & forwarding?	YES/NO	
21.	For Foreign Bidders – Whether port of shipment indicated? [To specify]	YES/NO	
22.	For Foreign Bidders only - Whether indicated ocean freight up to C&F Kolkata port (Excluding marine insurance)?	YES/NO	
23.	Whether Indian Agent applicable?	YES/NO	
	If YES, whether following details of Indian Agent provided?		
	(a) Name & address of the agent in India – To indicate		
	(b) Amount of agency commission – To indicate		
	(c) Whether agency commission included in quoted material value?	YES/NO	
24.	Whether weight & volume of items offered indicated?	YES/NO	
25.	Whether confirmed to submit PBG as asked for in NIT?	YES/NO	
26.	Whether agreed to submit PBG within 30 days of placement of order?	YES/NO	
27.	For Indian bidders – Whether place of dispatch indicated in the offer? [To specify]	YES/NO	
28.	For Indian bidders – Whether road transportation charges up to Duliajan quoted?	YES/NO	
29.	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	YES/NO	
30.	For Indian Bidders only - Whether offered Deemed Export prices?	YES/NO	
31.	Whether quoted prices are exclusive of Excise duty?	YES/NO	
32.	For Indian bidders only – whether import content indicated in the offer?	YES/NO	
33.	For Indian Bidders only - whether all Taxes have been indicated categorically?	YES/NO	
34.	Whether all BRC/BEC clauses accepted?	YES/NO	
35.	Whether confirm to accept all clauses of Integrity Pact?	YES/NO	
36.	Whether duly signed Integrity Pact enclosed?	YES/NO	

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