

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

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Tender No. & Date : **SDG 0763L19/06 dated: 05.03.2019**

Tender Fee : **Not Applicable**

Bid Security Amount : **INR 1,62,500.00 OR USD 2,300.00**

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

Bid Closing on : 17.04.2019 (at 11.00 Hrs. IST)

Bid Opening on : 17.04.2019 (at14.00 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 17.11.2019

Performance Guarantee : Applicable @ 10% of Order value

Integrity Pact : **Applicable**

List of Annexures

Applicable

Annexure - I: Specifications, General &

Special notes to bidders

Annexure- II: Check List (Commercial)

Annexure-III: Technical Evaluation Matrix

(Technical Specs.)

Format-A-No Deviation Confirmation

Annexure-K-Format of undertaking by Bidders

towards submission of authentic

information/ documents

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<u>ANNEXURE - I</u>

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

Item	Material Description	Quantity
10	Fully automated Wax Flow Loop equipment, bench-top model, to study depositional behaviour and other flow related properties of crude oil and emulsions; and for screening of crude oil additives like Flow Improvers (viscosity modifiers) and Wax Inhibitors.	01 No.
	Technical Specification: The equipment should have the following components, features and specifications:	
	1. General features and capabilities of the equipment :	
	a) Fully automated bench-top model capable of both fully automated as well as user-defined manual test runs.b) The equipment should be able to support the following studies:	
	i. Wax deposition vs. time ii. Wax deposition vs. temperature and shear iii. Wax deposition vs. additive concentration (for dose optimization and quality control) iv. Pipeline restart and yield stress testing v. Inhibition vs. Wax dissolving vi. Effect of chemicals (crude oil additives) on low-wax crude oils	
	2. The software running the equipment should be capable of	
	a) Running the experiments under fully automated or manual modes, in either open or close loop conditions b) Temperature setting of crude sample and test loop c) Setting of variable test ramps cycles and lengths d) Flow rate setting, flow ramps / steps e) Automatic cleaning of the test loops after test runs f) Real time display of data and plots pertaining to the experiment being run g) Deposition calculator and thermal modeling	
	3. The equipment should be supplied with all the following interchangeable test loops (model pipelines) made of stainless steel; each loop should be accompanied by a set of ferrules and nuts of appropriate sizes	
	i. ID 2.0 mm (0.0787") × 20 Cm ii. ID 2.0 mm (0.0787") × 1 Meter iii. ID 5.3 mm (0.2098") × 15 Cm iv. ID 1.75 mm (1/8") × 2 Meter v. ID 1.75 mm (1/8") × 5 Meter vi. ID 4.93 mm (1/4") × 1 Meter vii. ID 4.93 mm (1/4") × 2 Meter	

viii. ID 10.2 mm (1/2") × 1 Meter ix. ID 25.4 mm (1.0") × 15 Cm

- 4. The refrigerated circulating water bath to be supplied with the Wax Flow Loop equipment should be capable of housing any one of the nine (9) test flow loops specified in [3] above and should have the following specifications:
- a) Controllable through the software supplied by the OEM along with the equipment
- b) Capable of maintaining the test loop temperature from 0 deg C to 80 deg C (or wider), temperature accuracy (+ /) 0.1 deg C
- c) Heating power: 2 kW (Max)
- d) Cooling power: 0.6 kW (at 20 deg C)
- e) Insulated tubes for external temperature control, with suitable connectors
- f) Power supply: 230 V / 50 Hz
- 5. The main (Wax Flow Loop) unit should have the following specification:
- a) 'Plug-&-play' adaptability for various interchangeable test loops specified in [3] above
- b) All wetted part of the unit should be made of stainless steel
- c) Pressure sensors having resolution of 10 mbar (0.15 psi) or better, to measure absolute pressure at the inlet and outlet of the test loop
- d) Differential pressure sensor capable of measuring differential pressure up to 20 bars (290 psi) with resolution of 1 mbar (0.15 psi)
- e) Automatic high-pressure shut off at user-defined pressure
- f) Pre-heating and homogenization of crude oil samples through heating plate and magnetic stirrer with stirring range of 100 RPM to 1000 RPM (or higher)
- g) Crude sample pre-filtering unit, 25 micro-meter
- h) Micro-annular gear pump capable of ensuring pulsation-free flow of high-viscous crude oils
- i) Crude sample viscosity range: 0.5 cP to 30,000 cP (or higher)
- j) Sample amount: 100 mL to 1000 mL
- k) Sample flow rate: Zero to 250 mL/min (or higher)
- l) Maximum Inlet Pressure 5 bar (72 psi) and Maximum Pump Differential Pressure 150 bar (2176 psi).
- m) Flow meter for accurate flow measurement of low-viscous samples, PID flow control, accuracy (+ /) 0.2 %, repeatability (+ /) 0.05 %
- n) Power requirement: 230 V / 50 Hz

20 Installation & Commissioning

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BB:: SPECIAL NOTES TO BIDDERS:

- 1. The Make and Model of the offered instrument should be clearly mentioned in the offer document. The original product catalogue (from the OEM) of the offered model must accompany the quotation submitted against this enquiry.
- 2. The bidder should either be an Original Equipment Manufacturer (OEM) of the tendered items, or the bidder should be an authorized distributor / supplier / dealer of an OEM for the tender item, for which the bidder should submit valid Authorization Certificate / letter issued by the OEM confirming the bidder's status as OEM's authorized distributor / supplier / dealer.
- 3. The Bidders should quote for all the items listed in the enquiry. Any bid not offering all the items listed in the tender would not be considered.
- 4. The offered equipment should conform to every point in the technical specification as outlined in the enquiry. Any offer either not mentioning or deviating from any of the technical specifications outlined in the enquiry for this item will be rejected.

5. Installation & Commissioning:

- a) The bidder would be required to install and commission the Wax Flow Loop instrument at R&D Department, Oil India Limited, Duliajan, Assam, India by an engineer who must be under the direct employment of the OEM. The bidder must confirm the same in its bid document. Moreover, the installation engineer should carry a certificate from the OEM confirming his direct employment under the OEM and his previous experience in installation and commissioning of similar equipment anywhere in the world. He would be required to stay at site (Duliajan, Assam) for at least five (5) working days (excluding the day of arrival and departure) for installation, commissioning and for imparting operational training to laboratory personnel of OIL.
- b) The supplier should clearly mention the Installation and Commissioning terms (whether Free-of-Cost or chargeable as extra). In case the supplier wishes to charge an additional amount for installation and commissioning, they should clearly mention this installation term and the chargeable amount in their bid document. In case, if charges are not quoted it will be considered that it has been included in the total cost of the item.
- c) The Bidder/Supplier should provide pre-installation requirements along with the offer.
- 6. The original operation and maintenance manuals should be supplied with the instrument.
- 7. The bid documents should include a confirmation from the original equipment manufacturer (OEM) that the spares for the quoted model shall be available for a minimum period of five years from the date of installation of the instrument.

- 8. Any software up-gradation during warranty period should be provided free of cost.
- 9. The bid documents should include the standard warranty offered by the OEM, which should be for one year (minimum) from the date of commissioning of the instrument.

10. ANNUAL MAINTENANCE CONTRACT (AMC):

- a) The rate for AMC (comprehensive) for three years from the date the warranty is over, should be quoted with year-wise breakup, which shall be taken into account for evaluation of the bids.
- b) While quoting for AMC, the bidder should take into account one (01) preventive maintenance visit and two (02) breakdown visits per year by an OEM trained and authorized service engineer who would be carrying a certificate from OEM confirming the same. In case of breakdown visit, the service engineer must come to attend the equipment to make it operational within 10 (ten) days after receiving the intimation. In case he cannot rectify the problem during his first visit, he has to visit again within 15 (fifteen) days from his first visit to rectify the problem reported/identified originally and make the instrument fully operational. All such visits would be considered as single breakdown visit.
- c) The bidders must submit a written undertaking that they would be able to provide AMC service at the quoted rates after expiry of warranty.
- 11. In case the OEM is bidding through an authorized distributor / dealer / sole selling agent, the OEM should give a written undertaking that they will be responsible for providing the warranty and annual maintenance as per the clauses above, even if there is a change in the authorized distributor / dealer / sole selling agent of the OEM in India. The undertaking from OEM should also include that, if in future, OEM does not have any authorized distributor / dealer / sole selling agent in India at that time, the service will be provided directly by the service engineer of the OEM without any additional charge.
- 12. Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
- 13. Bidder shall submit the duly filled in and signed "Commercial check list" and "Technical Evaluation Matrix" along with the technical bid.
- 14.Bidder should categorically confirm in the technical bid a delivery schedule **within Six (06) months**, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for despatch of the equipment **within Six (06) months** after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.

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CC:: GENERAL NOTES TO BIDDERS:

Sl	Clause description		
No			
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	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	Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.		
4.0	Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to The 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.		
	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.		
	The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:		
	a. (i) "MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee		
	The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin- 786602.		
	b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.		
5.0	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.		

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.

Notes and Attachments

→ Only Price Details Should Be Uploaded

→ All technical bid documents except price 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.



- 7.0 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User > Technical Bid. No price should be given in above Technical Rfx otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments".
- 8.0 PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.
- 9.0 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.
- 10.0 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.
11.0	All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce
11.0	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
10.0	be liable for rejection.
12.0	Please do refer the User Manual provided on the portal on the procedure How to create
12.0	Response for submitting offer. Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development
13.0	(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.
14.0	The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in
11.0	the event of an order) that the product supplied will be free from all defects & fault in
	material, workmanship & manufacture and shall be in full conformity with ordered
	specifications. This clause shall be valid for 18 months from date of shipment or 12 months
	from date of commissioning and handing over to OIL, whichever is earlier. The defective
	materials, if any, rejected by OIL shall be replaced by the supplier at their own expense.
	Bidders must confirm the same in their quotations.
15.0	Quantity of Individual item may be increased or decrease at the time of final placement of
10.0	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.
16.0	Any deviation(s) from the tender specification should be clearly highlighted specifying
	justification in support of deviation.
17.0	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:
	SHRI RAJIV MATHUR, IPS (Retd.),
	Former Director (IB) Govt. of India
	e-Mail ID : <u>rajivmathur23@gmail.com</u>
	SHRI SATYANANDA MISHRA, IAS(Retd.)
	Former Chief Information Commissioner &
	Ex-Secretary, DOPT, Govt. of India
	E-mail Id : <u>satyanandamishra@hotmail.com</u>

	SHRI JAGMOHAN GARG,
	Ex-Vigilance Commissioner, CVC
	e-Mail id: jagmohan.garg@gmail.com
18.0	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/E-01/2005. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Bidders to note the same and to confirm its acceptance in their offers.
	The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:
	a. (i) "MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee
	The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin- 786602.
	b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing
	bank branch along with the original bank guarantee.
	bank branch along with the original bank guarantee.
19.0	Bidder to sign and submit completely filled up Commercial check list and Technical
15.0	Evaluation Matrix and Technical specification failing which their offer will be rejected.
20.0	Payment terms: Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)
21.0	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.
22.0	Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below (strike out whichever is not applicable).
	(i)Price Bid Format (SUMMARY) for Foreign Bidders:
	(A) Basic Material Value (to indicate HSN code): (B) Packing & FOB charges:
	(C) FOB Value, A+B+C:
	(C) TOD value, A.D.C. (D) Ocean Freight Charges up to Kolkata, India:
	(E) Banking & Insurance, @1.5% of C:
	(F) CIF Landed Value, C+D+E:
	(G) IGST @ 5% on F:
	(H) Compensatory Cess, if any:
	(I) CIF+GST Landed Value, F+G+H:
	(J) Installation & Commissioning Charges, if any:
	(K) Applicable rate of GST charges on J:
	(L) AMC Charges, if any:
1	(M) Applicable rate of GST charges on L:

- (N) Total, I+ J+K+L+M:
- (O) Total Value in words:
- (P) Gross Weight:
- (Q) Gross Volume:

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

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

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 01 lakh and above.

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.

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.

24.0 **EVALUATION OF OFFERS:**

- (A) The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided as per Para 22.0 above and detailed below.
- (B) 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.
- (C)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.

(D)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.

1. When only foreign bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in para 22.0, (i), (N) 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.

2. When only domestic bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in para 22.0, (ii), (M) above.

3. When both foreign and domestic bidders are involved:

The Grand Total Value of domestic bidder as per para 22.0, (ii), (M) excluding (G+H) 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 22.0, (i), (N) 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

25.0 | Clauses related to GST

- 1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017and all related ancillary Rules and Notifications issued in this regard from time to time.
- 2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make

- all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
- 4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
- 5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. When Input tax credit is available for Set Off

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

When Input tax credit is NOT available for Set Off

- Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders
- 7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

Delivery period: Bidders to categorically confirm a delivery schedule within Six (6) months, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Six (6) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected. For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the

Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of thee-tender.

CHECK LIST

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

A.COMMERCIAL

<u>S1#</u>	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, 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 of 80% against shipment/dispatch documents and balance 20% after successful commissioning/testing along with commissioning/testing charges?	
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?	Yes / No
6.1	Whether cost of Recommended Spares for 2 years of operations quoted?	YES/NO
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No

8.1	Whether technical literature / catalogue enclosed?	Yes / No		
8.2	Whether weight & volume of items offered indicated?	Yes / No		
9.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?			
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 Yes / No Kolkata port (Excluding marine insurance)?			
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		

B. TO BE FILLED UP IN DETAIL:

S1 No	Requirement	Bidder's Reply
01	Make and Model of the Items	
02	Bid validity	
03	Payment Terms	
04	Guarantee/Warranty Terms	
05	Delivery Period	

		I
08	Port of Despatch / Despatching Station	
09	Confirm submission Integrity pact, if required as per NIT	
10	Confirm submission PBG, if required as per NIT	
11	Compliance to: a) Liquidated Damage b) Warranty/Guarantee c) Arbitration/Resolution of Dispute d) Force Majeure e) Applicable laws	
12	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	
		Signature Name Designation

TECHNICAL COMPLIANCE SHEET

Sub: Bid for "Wax Flow Loop Equipment with accessories"

Tender No: <u>SDG0763L19/06</u>

SL. No.	Tender Specification	Bidders Remarks (Complied / Not Complied / Deviation)	Relevant Page number of their Bid to support the remarks / Compliance	Remarks*
1	Fully automated bench-top model capable of both fully automated as well as user-defined manual test runs		·	
2	The equipment should be able to support the following studies: i. Wax deposition vs. time ii. Wax deposition vs. temperature and shear iii. Wax deposition vs. additive concentration (for dose optimization and quality control) iv. Pipeline restart and yield stress testing v. Inhibition vs. Wax dissolving vi. Effect of chemicals (crude oil additives) on lowwax crude oils			
3	The software running the equipment should be capable of a) Running the experiments under fully automated or manual modes, in either open or close loop conditions b) Temperature setting of crude sample and test loop c) Setting of variable test ramps cycles and lengths d) Flow rate setting, flow ramps / steps e) Automatic cleaning of the test loops after test runs f) Real time display of data and plots pertaining to the			

	experiment being run g) Deposition calculator and thermal modeling The equipment should be supplied with all the following interchangeable test loops (model pipelines) made of stainless steel; each loop should be accompanied by a set of ferrules and nuts of appropriate sizes	
5	i. ID 2.0 mm (0.0787") × 20 Cm ii. ID 2.0 mm (0.0787") × 1 Meter iii. ID 5.3 mm (0.2098") × 15 Cm iv. ID 1.75 mm (1/8") × 2 Meter v. ID 1.75 mm (1/8") × 5 Meter vi. ID 4.93 mm (1/4") × 1 Meter vii. ID 4.93 mm (1/4") × 2 Meter viii. ID 10.2 mm (1/2") × 1 Meter ix. ID 25.4 mm (1.0") × 15 Cm The refrigerated circulating water bath to be supplied with the Wax Flow Loop equipment should be capable of housing any one of the nine (9) test flow loops	
	mentioned above.	
6	The refrigerated circulating water bath should be controllable through the software supplied by the OEM along with the equipment.	
7	The refrigerated circulating water bath should be capable of maintaining the test loop temperature from 0 deg C to 80 deg C (or wider) with temperature accuracy (+ / -) 0.1 deg C	
8	The refrigerated circulating water bath should have the heating capacity of 2 kW (Max).	
9	The refrigerated circulating water bath should have the cooling power of 0.6 kW at 20 deg C.	
10	The refrigerated circulating water bath should contain insulated tubes for external temperature control, with suitable connectors.	

1		
11	The refrigerated circulating water bath should have the	
''	Power requirement of 230 V / 50 Hz.	
	The main Wax Flow Loop unit should have 'Plug-&-play'	
12	adaptability for various interchangeable test loops	
	specified above.	
	All wetted part of the unit should be made of stainless	
13	steel.	
	Pressure sensors having resolution of 10 mbar (0.15	
14	psi) or better, to measure absolute pressure at the inlet	
'-	and outlet of the test loop	
	Differential pressure sensor capable of measuring	
15	differential pressure upto 20 bars (290 psi) with	
13	resolution of 1 mbar (0.15 psi)	
	Provision of automatic high-pressure shut off facility at	
16	user-defined pressure	
	Pre-heating and homogenization of crude oil samples	
47		
17	through heating plate and magnetic stirrer with stirring	
4.0	range of 100 RPM to 1000 RPM (or higher)	
18	Crude sample pre-filtering unit, 25 micro-meter	
19	Micro-annular gear pump capable of ensuring	
	pulsation-free flow of high-viscous crude oils	
20	Crude sample viscosity range : 0.5 cP to 30,000 cP (or	
	higher)	
21	Sample amount : 100 mL to 1000 mL	
22	Sample flow rate: Zero to 250 mL/min (or higher)	
	Maximum Inlet Pressure 5 bar (72 psi) and	
23	Maximum Pump Differential Pressure 150 bar (2176	
	psi)	
	Flow meter for accurate flow measurement of low-	
24	viscous samples, PID flow control, accuracy (+ / -) 0.2	
	%, repeatability (+ / -) 0.05 %	
	The main Wax Flow Loop unit should have the power	
25	requirement of 230 V / 50 Hz.	
	<u> </u>	

	Special te	erms and Conditions
26	The Make and Model of the offered instrument should be clearly mentioned in the offer document. The original product catalogue (from the OEM) of the offered model must accompany the quotation submitted against this enquiry.	
27	The bidder should either be an Original Equipment Manufacturer (OEM) of the tendered items, or the bidder should be an authorized distributor / supplier / dealer of an OEM for the tender item, for which the bidder should submit valid Authorization Certificate / letter issued by the OEM confirming the bidder's status as OEM's authorized distributor / supplier / dealer. The Bidders should quote for all the items listed in the enquiry. Any bid not offering all the items listed in the tender would not be considered.	
29	The offered equipment should conform to every point in the technical specification as outlined in the enquiry. Any offer either not mentioning or deviating from any of the technical specifications outlined in the enquiry for this item will be rejected.	
30	a) The bidder would be required to install and commission the Wax Flow Loop instrument at R&D Department, Oil India Limited, Duliajan, Assam, India by an engineer who must be under the direct employment of the OEM. The bidder has to confirm the same in his offered document. Moreover, the installation engineer should carry a certificate from the OEM confirming his direct employment under the OEM	

	and his previous experience in installation and commissioning of similar equipment anywhere in the world. He would be required to stay at site (Duliajan, Assam) for at least five (5) days (excluding the day of arrival and departure) for installation, commissioning and for imparting operational training to laboratory personnel of OIL.	
	b) The supplier should clearly mention the Installation and Commissioning terms (whether Free-of-Cost or chargeable as extra). In case the supplier wishes to charge an additional amount for installation and commissioning, they should clearly mention this installation term and the chargeable amount in their bid document. In case, if charges are not quoted it will be considered that it has been included in the total cost of the item.	
	c) The Bidder/Supplier should provide pre-installation requirements along with the offer.	
31	The original operation and maintenance manuals should be supplied with the instrument.	
32	The bid documents should include a confirmation from the original equipment manufacturer (OEM) that the spares for the quoted model shall be available for a minimum period of five years from the date of	
33	installation of the instrument. Any software up-gradation during warranty period should be provided free of cost.	
34	The bid documents should include the standard warranty offered by the OEM, which should be for one year (minimum) from the date of commissioning of the	
35	instrument. ANNUAL MAINTENANCE CONTRACT (AMC):	

	a) The rate for AMC (comprehensive) for three years from the date the warranty is over, should be quoted
	with year-wise breakup, which shall be taken into account for evaluation of the bids.
	b) While quoting for AMC, the bidder should take into account one (01) preventive maintenance visit and two (02) breakdown visits per year by an OEM trained and authorized service engineer. In case of breakdown visit, the service engineer must come to attend the equipment to make it operational within 15 (fifteen) days after receiving the intimation. In case he cannot rectify the problem during his first visit, and has to visit again to rectify the problem reported/identified originally, all those visits would be considered as single breakdown visit.
	c) The bidders must submit a written undertaking that they would be able to provide AMC service at the quoted rates after expiry of warranty.
36	In case the OEM is bidding through an authorized distributor / dealer / sole selling agent, the OEM should give a written undertaking that they will be responsible for providing the warranty and annual maintenance as per the clauses above, even if there is a change in the authorized distributor / dealer / sole selling agent of the OEM in India. The undertaking from OEM should also include that, if in future, OEM does not have any authorized distributor / dealer / sole selling agent in India at that time, the service will be provided directly by the service engineer of the OEM without any additional charge.
37	Any deviation(s) from the tender specification should

38	be clearly highlighted specifying justification in support of deviation. Bidder shall submit the duly filled in and signed "Commercial check list" and "Technical Evaluation Matrix" along with the technical bid. Bidder should categorically confirm in the technical bid	
39	a delivery schedule within Six (06) months, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for despatch of the equipment within Six (06) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.	

^{*} Remarks: to be filled in, if any. Additionally, Bidders are required to Fill-in and submit Format – A "No Deviation Confirmation", without which the offer shall be treated as incomplete and liable for rejection.

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

[Signature of Authorized Signatory of Bidder]

NO DEVIATION CONFIRMATION

Ref. No	Date:	
From:(Insert name and a	address of Bidding Entity)	
Tel.: Fax: E-mail address:		
То		
GM (MATERIALS) MATERIALS DEPARTMENT OIL INDIA LIMITED DULIAJAN District: DIBRUGARH (Assam) PIN 786602		
Sub: Bid for "		" ————————————————————————————————————
Tender No:		
Dear Sir,		
	ption' in any form may result in rejection of Bid. Waree that if any 'deviation / exception' is mentione	/e, therefore, certify that we have not taken any 'exception ed or noticed, our Bid may be rejected.

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Place: SDG0763 L19

Date:	Name:	
	Design	ation
	Seal:	

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

Ref. No	Date
	thenticity of information/documents submitted
Ref: Your tender No	Dated
To,	
The HOD-Materials	
Materials Deptt,	
OIL, Duliajan	
Sir,	
With reference to our quus.	iotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by
We take full responsibilit	y for the submission of authentic information/documents against the above cited bid.
_	ring any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carr on on us, as deemed fit.
Yours faithfully, For (type name of the firm	n here)
Signature of Authorised S	Signatory
Name :	

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	End of Document
(Affix Seal of the Organization here, if applicable)	
Date :	
Place :	
Phone No.	
Designation:	