



MATERIALS DEPARTMENT
P.O. Duliajan, Dist. Dibrugarh
ASSAM, PIN – 786 602, INDIA
TEL: (+91) 374 2808793
E-mail: Basanta.das@oilindia.in

FORWARDING LETTER

Subject: Tender No. SDG6788P25/P5 dated 21.06.2024 for Supply and Installation & Commissioning of Tabletop Powder X-ray Diffractometer

Dear Sir/Madam,

- 1.0 **OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Maharatna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.
- 2.0 In connection to its operations, OIL invites **INTERNATIONAL COMPETITIVE BIDS** from competent and experienced bidders through OIL's e-procurement site for "**Supply and Installation & Commissioning of Tabletop Powder X-ray Diffractometer**". One complete set of Bid Document for above is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No.	: SDG6788P25/P5 dated 21.06.2024
Type of Bidding	: SINGLE STAGE TWO BID SYSTEM
Bid Closing Date & Time	: 31.07.2024 at 11:00 HRS.
Technical Bid Opening Date & Time	: 31.07.2024 at 14:00 HRS.
Price Bid Opening Date & Time	: To be decided later and shall be intimated separately to the technically qualified bidders only.
Bid Security Amount	: INR 1,80,687.00 or USD 2149.00
Bid Security Validity	: Upto 28.02.2025
Bid Submission Mode	: Bids must be uploaded online in OIL's E-procurement portal
Bid Opening Place	: Office of CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	: Bid should be valid for 120 days from actual bid closing date.
Performance Guarantee	: Applicable @ 5% of Order value
Integrity Pact	: Applicable
MSE Purchase Preference	: Applicable
PPLC Purchase Preference	: NOT APPLICABLE AGAINST THIS TENDER
Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	: NOT APPLICABLE AGAINST THIS TENDER
Document Verification	: NOT APPLICABLE AGAINST THIS TENDER (Detailed in clause 47 of under CC: General Notes to Bidders of Annexure – H)
Contact Details	: Basanta Das Manager Materials (FP) E-MAIL: basanta.das@oilindia.in PHN: 0374-2808793
E-Tender technical Support	: TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: erp_mm@oilindia.in
Bids to be addressed to	: CGM-Materials, Materials Department,

		Oil India Limited, Duliajan -786602, Assam, India.
LIST OF ANNEXURES & PROFORMA		
Annexure - A	:	AA: Item Detail and Quantity of Items BB: Deleted
Annexure - B	:	AA: Technical Specifications BB: Installation & Commissioning CC: Special Note to Bidders DD: Annual Maintenance Contract
Annexure - C	:	Bid Rejection Criteria/Bid Evaluation Criteria
Annexure – D(i)	:	Commercial Check List
Annexure - E	:	Bid Evaluation Matrix (Technical)
Annexure - F	:	Bid Evaluation Matrix (Bid Rejection Criteria)
Annexure – G(i)	:	Price Bid Format/Price Schedule – For Domestic Bidders (Attached in 'Notes & Attachments' in e-tender portal)
Annexure – G(ii)	:	Price Bid Format/Price Schedule – For Foreign Bidders (Attached in 'Notes & Attachments' in e-tender portal)
Annexure - H	:	AA: General Notes to Bidders BB: Additional Notes to Bidders
Appendix – A2	:	NOT APPLICABLE AGAINST THIS TENDER Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP)
Appendix – A3	:	NOT APPLICABLE AGAINST THIS TENDER Amendment to DMI&SP vide Gazette notification No. S-13026/1/2020- IDD dated 31.12.2020, Ministry of Steel for certain amendment to DMI&SP policy
General Terms & Conditions (for supply)	:	General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
General Terms & Conditions (for service)	:	GENERAL CONDITIONS OF CONTRACT FOR SERVICES (GCC-SERVICES)
Proforma - 1	:	Format for Bid Security
Proforma - 2	:	Format for Integrity Pact
Proforma - 3	:	Format for Performance Security
Proforma - 4	:	Format for undertaking towards submission of authentic information/ documents
Exhibits – I, II & III	:	Format for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India
Proforma - 6	:	Form 10F
Proforma - 7	:	Format for No Business Connection or Permanent Establishment Certificate
Proforma - 8	:	Format for undertaking towards compliance of Financial Criteria
Proforma - 9	:	Format for Annual Turn Over and Net Worth Certificate
Proforma - 10	:	Format for Corporate Guarantee towards Financial Standing
Proforma - 11	:	Format for Authorization letter For attending Tender Opening
Proforma – 12	:	Format for Exception / Deviation
Proforma – 13	:	Format for Undertaking For Local Content
Proforma – 14	:	Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)
Proforma – 15	:	Format for Bidders financial standing
Proforma - 16	:	Format for declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation

3.0 OIL looks forward to your active participation in the Tender.

Thanking You
Yours Faithfully,
OIL INDIA LIMITED

Basanta Das
Manager Materials (FP)
For CGM-Materials (HoD)
For Resident Chief Executive

PART – A

TENDER NO. SDG6788P25 dated 21.06.2024 FOR SUPPLY AND INSTALLATION & COMMISSIONING OF TABLETOP POWDER X-RAY DIFFRACTOMETER

Annexure - A	:	AA: Item Details and Quantities of Item BB: Deleted
Annexure - B	:	AA: Technical Specifications BB: Installation & Commissioning CC: Special Note to Bidders DD: Annual Maintenance Contract
Annexure - C	:	Bid Rejection Criteria/Bid Evaluation Criteria
Annexure – D(i)	:	Commercial Check List
Annexure – D(ii)		Technical Check List
Annexure - E	:	Bid Evaluation Matrix (Technical)
Annexure - F		Bid Evaluation Matrix (Bid Rejection Criteria)
Annexure – G(i)		Price Bid Format/Price Schedule – For Domestic Bidders (Attached in 'Notes & Attachments' in e-tender portal)
Annexure – G(ii)		Price Bid Format/Price Schedule – For Foreign Bidders (Attached in 'Notes & Attachments in e-tender portal)

ANNEXURE – A**AA: ITEM DETAILS & QUANTITY OF ITEMS**

SL NO.	ITEM DESCRIPTION	QUANTITY
10	Supply of Tabletop Powder X-ray Diffractometer, <i>Detailed technical Specification is provided in Annexure – B (AA: Technical Specification)</i>	1 No.
20	Installation & commissioning of Tabletop Powder X-ray Diffractometer, <i>Detailed scope is provided in Annexure – B (BB: Installation & Commissioning)</i>	1 AU.

BB: PRE-BID CONFERENCE:

1.0 Not applicable

ANNEXURE – B

AA: TECHNICAL SPECIFICATION

Technical Specification of Tabletop Powder X-ray Diffractometer

1. Scope

The tabletop powder XRD instrument is required to carry out mineralogical studies of drill cutting, core samples, corrosion products and pigging residue samples.

2. General

- (i) The entire operation of the equipment should be controlled by a user-friendly software.
- (ii) The instrument should have in-built safety protection system for power failure.
- (iii) The instrument should be able to work round the clock without interruption.
- (iv) The equipment should be new and of recent model/version of manufacture.
- (v) The instrument should be complete and supplied in ready to use condition.
- (vi) Power Supply: 230 Volt: +/- 10 Volts; 50 Hz

3. Environmental conditions

- (i) Operating Temperature: 15 °C – 30 °C or Operatable in wider temperature range
- (ii) Relative humidity: up to 80 % without condensation or more.

4. System Type: Tabletop powder XRD Diffractometer

5. X-ray Generator

The instrument should meet the following criteria for X-ray generator and should be upgradable.

- (i) X-Ray tube = Ceramic, Cu based X-ray tube.
- (ii) Tube load = 600 W or more
- (iii) Tube voltage = 40 kV or more (Step variable= 5kV, Tube should generate X-ray in lower voltage also)
- (iv) Tube current= 15 mA or more (Step variable= 5mA, Tube should generate X-ray in lower current also)

6. X-ray Generator Safety Features

The instrument should raise the alarm or automatic power cut option for X-ray generator when it meets the following conditions.

- (i) Abnormal generator overload detection.
- (ii) Abnormal tube voltage & current detection.
- (iii) X-rays completely shut off, alarm and warning system in case of any failure.

- (iv) Lights indication system (any fail of safe devices or tripped)
- (v) Emergency stop switch to quickly terminate the X-ray exposure in case of emergency/unsafe condition.
- (vi) Auto X-ray cut off upon accidental opening of cabinet doors during the runtime.
- (vii) The instrument should be approved by Atomic Energy Regulatory Board (AERB) or equivalent regulatory board.

7. Goniometer

The instrument should meet the following criteria for goniometer.

- (i) Type = $\theta - \theta$, $\theta - 2\theta$ (or) Equivalent
- (ii) Should be compatible to Bragg-Brentano, transmission, and grazing incidence XRD (or) Equivalent.
- (iii) Radius = 140 mm or more
- (iv) Scanning range = 0° to 140° or more (should have excellent low-angle measurement)
- (v) Minimum step size = at least 0.005° (2θ) Or better
- (vi) Divergence Slit = Variable (Effective below $20^\circ 2\theta$ to reduce the background radiation)
- (vii) Scanning speed: 0.01° to $100^\circ/\text{min}$ (2θ) or faster
- (viii) Suitable scattering slits and soller slits (different slits should be supplied with instrument)
- (ix) Filter=K-beta reduction & Ni-filter
- (x) Provision to upgrade with non-ambient temperature stages up to 500°C or more in future should be available and confirmed.

8. Cooling System

The instrument should have an inbuilt internal cooling system.

9. X-ray Detector

The instrument should meet the following criteria for X-ray detector and should be upgradable.

- (i) Efficiency Cu K = $>95\%$ or better
- (ii) Count = Minimum 25×10^6 cps (or) Equivalent.
- (iii) Detector should support X-ray radiation from the following target metals (Cu, Co, Fe, Mn and Cr).
- (iv) High-speed detector with good resolution which can be operate in 0D, 1D and 2D modes without any calibration or equivalent.

10. Software

- (i) Provision to operate the system through external computer along with in-built screen control.
- (ii) The control software should have a provision to create new analytical methods based on requirement.

- (iii) The processing software should have facility to do background subtraction, smoothing, $K\alpha_1$, $K\alpha_2$ separation/elimination, peak search and match, multiple peak separation, multiple plotting, custom report generation, peak or line profile analysis.
- (iv) The processing software should have facility to do phase analysis (qualitative and quantitative), crystallite size determination, % crystallinity, lattice strain determination, FWHM, particle size determination, indexing, lattice parameter calculation, Rietveld refinement, standard less quantitative analysis, Reference Intensity Ratio (RIR).
- (v) Processing software should be enabled with latest Rietveld algorithm for standard less quantitative analysis. Facility for automated Rietveld quantification set up of sample should be available.
- (vi) The processing software should give qualitative result by comparing (search& match) with ICDD/PDF-4+ database (or) latest version database.
- (vii) The single license ICDD/PDF-4+ database (or) latest version database at the time issuing purchase order database having minimum 5-years license should delivered along with instrument.
- (viii) Open-source databases (Crystallographic Open Database) files should deliver along with the instrument.
- (ix) Processing software should be supplied with minimum 2 user's license.

11. Computer

- (i) Data system computer with preloaded controlling and processing software or which is compatible with the software with extended memory capacity and latest operating system. Computer Configuration as given below or better.
- (ii) Branded PC i5 processor, 16 GB RAM 1TB HDD with windows 10 professional or licensed version of latest type with 23" LED monitor and suitable printer.

12. Sample preparation kit

- (i) 20 numbers of suitable sample holder should be supplied along with the instrument.
- (ii) Sample preparation kit and side loading sample holder for avoiding preferred orientation should be supplied along with the instrument.

13. Standard Reference Materials (SRM)

- (i) Standard for line position and shape calibration should delivered along with the instrument.

BB: INSTALLATION & COMMISSIONING

1. The entrance of the laboratory has a door of dimensions: height: 2.1 meters and width: 0.76 meters. The supplied instrument must be able to be placed inside the laboratory through the door having the abovementioned dimensions. The supplied instrument which includes the main instrument, its accessories, data station should completely fit inside the laboratory which shall also include adequate working space required for the operators handling the instruments. The bidder must submit the dimensions of the main instrument, its accessories etc. along with the Bid. **The bid shall be straightaway rejected if the criteria mentioned in this Clause are not met."**

2. Bidder should provide pre-installation visit to check the condition (any damages during transportation) of the instrument and its accessories after reached to OIL installation site. During the pre-installation visit the bidder should provide details of the system requirement along with the essential space/safety requirement and power requirement for the equipment as well as for accessories supplied with the instrument.

3. Bidder shall be responsible for successful onsite installation/commissioning and satisfactory demonstration of its features, operation and application, routine, and preventive maintenance aspects of the equipment at OIL specified premises within thirty days (30 days) from the intimation from OIL regarding receipt of the equipment/after site preparation.

4. The Bidder should clearly mention the Installation and Commissioning terms (Free-of-Cost / chargeable as extra). In case the supplier wishes to charge an additional amount for installation and commissioning, they should clearly mention the installation term and the chargeable amount in their offer.

5. The Bidder will supply the complete system which includes the basic instrument with all necessary accessories mentioned in the specifications.

6. The Bidder should arrange all material necessary for installation of the equipment including the installation kit.

7. The Bidder should replace defective parts if found any, during installation and or during the warranty period. This replacement should be done within 1 month time at supplier's cost.

8. **TRAINING:** Scientific staff of OIL should be trained in the operation of the software and the instrument and routine maintenance of the instrument at site for 5 working days after installation of the instrument. Training to be provided free of cost.

CC: SPECIAL NOTES FOR BIDDERS:

1. All the documents / manuals should be provided in English along with offer.

2. Detailed technical literature/brochure/supporting specifications – 2 copies.

3. The list of users (oil and gas companies) with their addresses (including e-mail, Fax No.) to whom the equipment has been sold within last 5 years including sales in India, if any.

4. Documentary proof for minimum Five (05) years of experience of manufacturing the equipment.

5. List of spares and consumables with their description & quantity along with costs.

6. List of authorized representative supplier who can provide after sale maintenance service/calibration facility in India with their addresses.

7. Guarantee certificate for the lifetime supply (i.e., for at least ten (10) years after the warranty period) of spares & consumables for the equipment.

8. List of accessories, mechanical tools, consumable spares etc. included in the installation kit.

9. The following document should be submitted along with supply of equipment:

- Operation and maintenance manual-2 sets.
- Application software manual-2 sets.
- Spare parts / consumable catalogue with price list-2 sets.
- MSDS in case any hazardous chemicals are used with the instrument.

10. The bidder should submit the filled ANNEXURE – E i.e. BID EVALUATION MATRIX (TECHNICAL SPECIFICATION) ANNEXURE – F i.e. BID EVALUATION MATRIX (BRC) with necessary supporting document along with bid offer.

11. Following information shall be securely stamped / stenciled on the body of the equipment at the time of supply:

- Manufacturer's Name
- Model Number
- Serial Number
- Year of manufacture
- Weight of the equipment
- Rated voltage/current
- Any other relevant information

12. Payment Terms:

INDIAN BIDDER: Maximum 80% of the cost of materials shall be payable within 21 days of receipt of materials at destination against undisputed invoice and the remaining payment shall be released after successful commissioning and training.

FOREIGN BIDDER: Maximum 80% of the cost of materials shall be made against supply of materials and he remaining payment shall be released after successful commissioning and training.

Note: for mode of payment refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).

12. WARRANTY

1. The instrument/computer/printer should be under warranty for minimum 18 months from the date of dispatch/shipment or 12 months from the date of successful commissioning, whichever is earlier.

2. Bidder should specify the warranty period details for the X-ray generating tube.

3. In case of breakdown during the warranty period, a competent service engineer of the supplier should make as many visits are necessary to rectify the problem of the instrument.

4. The defected parts should be replaced with new parts on free of cost by the Bidder/supplier during the warranty period.

5. During the warranty period, in addition to any nos. of breakdown visits, the bidder will compulsorily provide two (2) numbers of preventive maintenance service visits by an authorized and trained service engineer stationed in India.

DD: ANNUAL MAINTENANCE CONTRACT

1. The bidders/supplier must submit a written undertaking that they should be able to provide non-comprehensive AMC service at the quoted rates after expiry of warranty for whole instrument.

2. The annual maintenance service should be given by the trained service engineers of OEM or authorized service provider stationed in India.

3. Charges for the non-comprehensive Annual Maintenance Contract (AMC) for four (4) years, after the warranty period is over, should be quoted with year wise break up which shall be considered for bid evaluation.

4. While quoting for AMC, the bidder should take into account two (02) preventive maintenance visit and two (02) breakdown visits (if necessary) per year by an OEM trained and authorized service engineer.

5. 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

must visit again to rectify the problem. Reported/identified originally, all those visits would be considered as single breakdown visit.

6. Spares required, if any, during the annual maintenance contract period will be provided by OIL.

Note: Please refer the General Conditions of Contract for Services

ANNEXURE - C

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

The bids shall in general conform to the specifications and terms and conditions given in the tender. Bids 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 wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the bids, without which the same will be considered as non-responsive and be rejected.

BID REJECTION CRITERIA

A.1 TECHNICAL:

1.0 BIDDER'S ELIGIBILITY:

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

OR

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

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

The bidder must comply to the following:

2.1 The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.

2.2 In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.

2.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:

- (i) Satisfactory supply / completion / installation report (OR)
- (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
- (iii) Consignee receipt / delivery receipt (OR)
- (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ GST Invoice.
- (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

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

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

The bidder must fulfill the following requirements:

3.1 The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment proceeding to the original Bid Closing date of the tender.

3.2 Additionally, the bidder himself/themselves should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.

3.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:

- (i) Satisfactory supply / completion / installation report (OR)
- (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
- (iii) Consignee receipt/ delivery receipt (OR)
- (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ GST Invoice.
- (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

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

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

NOTES TO BIDDER:

- a. Authorization letter must be issued on the official letter head of the OEM clearly mentioning the status of Bidder i.e., whether 'authorized dealer' or 'authorized distributor' or 'authorized supplier' or wholly owned subsidiary of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway.
- b. Authorization letter issued by the OEM in any other form such as Direct Channel Partner /Indirect Channel Partner/Channel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.

PART - A

c. In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.

4.0 Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.

5.0 Authorization letter and warranty/guarantee back-up as aforesaid must be issued to the bidder by the Original Equipment Manufacturer (OEM) in their official letter head only. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.

6.0 Unsolicited bids shall be straightway rejected.

7.0 Bidder/OEM must submit an undertaking along with the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.

8.0 **Delivery:**

INDIAN BIDDER: Materials must be despatched within four months (04) from the date of placement of order by OIL. The date of clear Lorry Receipt (L/R) or Consignment Note(C/N) shall be considered as the date of delivery.

FOREIGN BIDDER: Materials must be shipped within four months (04) from the date of opening of Letter of Credit by OIL. The date of unambiguous Bill of Lading (B/L) shall be considered as the date of delivery.

A.2 BRC - FINANCIAL:

1.0 The bidder shall have an annual financial turnover from operation of minimum **INR 45,17,180.00 or USD 53,642.00** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

[Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91) .]

2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]

PART - A

- 3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking (**PROFORMA - 8**) certifying that 'the balance sheet/Financial Statements for the financial year (*as applicable*) has actually not been audited so far'.

Note:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-
- i) A certificate issued by a practicing Chartered Cost Accountant (*with Membership Number and Firm Registration Number*), certifying the Annual Turnover & Net worth as per format prescribed in (**PROFORMA – 9**).
- OR
- ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.
- 5.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted:
- (i) Turnover of the parent/ultimate parent/holding company should be in line with Para A.2 (1) above.
 - (ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2) above
 - (iii) Corporate Guarantee (**PROFORMA - 10**) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
 - (iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

A.3 BRC - 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 online under **SINGLE STAGE TWO BID SYSTEM**. Bidders must prepare the Techno-Commercial Bid (Unpriced) as well as the Priced Bid separately and upload both these bids in OIL's e-

procurement portal at the designated fields separately assigned. **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/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.

- 2.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.
- 3.0 Bids received in physical form against online invitation shall be rejected (*except the documents specifically called for in hard copies, if any*). Also, modifications to bids received after the bid closing date & time shall not be entertained.
- 4.0 Bids containing incorrect/false/misleading statement(s) shall be rejected.
- 5.0 Validity of the bid shall be **minimum 120 days** from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.
- 6.0 Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. In the event of an order, the items should be guaranteed against any manufacturing defect, workmanship etc. for a period of 18 months from the date of despatch or 12 months from the date of receipt, whichever is earlier. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier’s expenses at no extra cost to OIL. Bidders must confirm the same in their quotations.
- 7.0 Successful bidder will be required to furnish a Performance Bank Guarantee **@5%** of the order value. The Performance Security specified above must be valid for 3(three) months beyond the warranty period indicated in the Purchase Order/contract agreement [*Please refer “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*]]. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.
- 8.0 Online Bid must be uploaded together with the Integrity Pact and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 9.0 Bidders 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
- 10.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:
 - a) Validity of bid shorter than the validity indicated in the Tender.
 - b) Original Bid security not received within the stipulated date and time mentioned in the tender.
 - c) Bid Security with (i) Validity shorter than the validity indicated in tender and /or (ii) Bid Security amount lesser than the amount indicated in the tender.

d) In case the party refuses to sign Integrity Pact.

11.0 **PRICE SCHEDULE:**

Bidder shall submit the Price Break up as per Price Bid Format [ANNEXURE – G(i) or G(ii), as applicable]. Bidders should fill up the annexure(s), sign and upload under “Notes & Attachments” > “Attachments” only.

A.4 BID EVALUATION CRITERIA:

1.0 Bidders must submit prices as indicated in the Price Bid Format [Annexure – G(i) or G(ii), as applicable]. In case, any charges (*except basic material value*) are not indicated item wise specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder. Hence, bidders are requested to quote accordingly.

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

(i) For Foreign Bidders:

- (1) Basic Material Value including TPI, if any (to indicate HSN code)
- (2) Packing & FOB charges
- (3) FOB Value (1+2)
- (4) Ocean Freight Charges upto Kolkata, India
- (5) Insurance, @0.5% of Total FOB Value (3)
- (6) Banking Charges @1% of Total FOB Value (3) 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(3) will be loaded)
- (7) CIF Landed Value (3+4+5+6)
- (8) Basic Custom Duty (including cess, if any) on (7)
- (9) CIF Landed Value + CD (7+8)
- (10) IGST (including cess, if any) on (9)
- (11) Compensatory Cess on (10), if any
- (12) CIF+CD+GST Landed Value, (9+10+11)
- (13) Pre-despatch Inspection Charges, if any
- (14) Training Charges, if any
- (15) GST on Training Charges (14)
- (16) Installation & Commissioning Charges, if any
- (17) GST on Installation & Commissioning Charges (16)
- (18) AMC Charges, if any
- (19) GST on AMC Charges (18)
- (20) Total Value (12+13+14+15+16+17+18+19)**

(i) For Domestic Bidders:

- (1) Basic Material Value including TPI, if any (to indicate HSN code)
- (2) Packing & Forwarding charges, if any
- (3) Total Ex-Works Value (1+2)
- (4) GST on Ex-Works Value (3)
- (5) Compensatory Cess, if any
- (6) Total FOR Despatching Station Value (3+4+5)
- (7) Inland Freight Charges upto Duliajan, Assam
- (8) GST on Inland Freight (7)
- (9) Transit Insurance Charges, if any including GST
- (10) Pre-despatch Inspection Charges, if any inclusive of GST
- (11) Training Charges, if any
- (12) GST on Training Charges (11)
- (13) Installation & Commissioning Charges, if any

- (14) GST on Installation & Commissioning Charges (13)
- (15) AMC Charges, if any
- (16) GST on AMC Charges (15)
- (17) **Total (6+7+8+9+10+11+12+13+14+15+16)**

3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections/adjustments given herein.

- (I) **When only foreign bidders are involved:**
Comparison will be done on Total value vide SI. No 20.
- (II) **When both foreign & Domestic bidders are involved:**
Comparison will be done on total value vide SI. No 20 of foreign bidder and total value vide SI. No. 17(excluding SI no 7, 8, 9) of domestic bidder.
- (III) **When only domestic bidders are involved:**
Comparison will be done on Total value vide SI No. 17 of Domestic bidder.

Note:

- (a) *Domestic bidders must quote inland freight charges upto Duliagan. 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.*
- (b) *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@12% shall be applicable. IGST@12% shall be applicable for Indigenous bidders also under deemed export benefit.*
- (c) *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.*

4.0 **Purchase Preferences (As quoted by bidder):**

- a) As per Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises, MSE bidders whose quote price is within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the order shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

Or

- b) As per Revised Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Government of India vide notification no. No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as amended time to time, Class-I local bidder with local content equal to or more than 50% (or as amended by competent authority from time to time) shall be eligible for purchase preference of 20%. Offer evaluation and award of order shall be based on the provisions of aforesaid policy.

Note:

Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids

will be evaluated based on their declaration. Tenders involving eligible/qualified MSE Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSE Vendors.

- 5.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

- 6.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

ANNEXURE – D (i)**COMMERCIAL CHECK LIST**

A. The Commercial Check List must be completed and submitted with your offer. Please ensure that all these points are covered in your offer. Please select "yes" or "no" to the following questions, in the right hand column.

Sl. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
1.0	Whether bid submitted under Single Stage Two Bid System?	
2.0	Whether quoted as manufacturer?	
2.1	Whether quoted as OEM Dealer/Supply House.	
2.2	If quoted as OEM Dealer/Supply House	
	(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 Purchase Preference claimed? If so, whether under -	
	(i) PPLC (Whether relevant documents uploaded?)	
	(ii) MSE (Whether relevant documents uploaded?)	
	(iii) DMS&IP (Whether relevant documents uploaded?)	
4.0	Whether offered firm prices?	
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	
4.2	Whether quoted a firm delivery period?	
4.3	Whether agreed to the NIT Warranty clause?	
4.4	Whether confirmed acceptance of tender Payment Terms as per Tender?	
5.0	Whether confirmed to submit PBG as asked for in NIT?	
5.1	Whether agreed to submit PBG within 30 days of placement of order?	
6.0	Whether Price submitted as per Price Schedule?	
6.1	Whether cost of Recommended Spares for 2 years of operations quoted (if applicable)?	
7.0	Whether quoted as per NIT (without any deviations)?	
7.0	Whether quoted any deviation?	
7.1	Whether deviation separately highlighted?	
8.0	Whether indicated the country of origin for the items quoted?	
8.1	Whether technical literature / catalogue enclosed?	
8.2	Whether weight & volume of items offered indicated?	
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:	
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance)?	
9.3	Whether Indian Agent applicable?	
	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:	
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	
10.2	For Indian Bidders only - Whether offered Ex-works price is including packing/forwarding	

	charges?	
10.3	For Indian Bidders only - Whether indicated import content in the offer?	
10.4	For Indian Bidders only - Whether offered Deemed Export prices?	
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	
11.0	Whether all BRC/BEC clauses accepted?	
12.0	Whether Integrity Pact with digital signature uploaded?	
12.1	Whether all the clauses in the Integrity Pact have been accepted?	
13.0	Whether indicated 'Local Content' required as per PPLC Policy?	
14.0	Whether indicated the import content in Price Bid?	

B. ADDITIONAL INFORMATION (To be filled up by bidder and submit along with Technical Bid):

Sl. No.	Requirement	Bidder's Response
1	Offer reference & Date	
2	Name, Address, Phone No & E-mail of Bidder	
3	Bank details of Bidder	
4	Name of Manufacturer	
5	Bid validity	
6	Payment Terms	
7	Bid Security	
8	Guarantee/Warranty Terms	
9	Delivery Period	
10	Country of Origin	
11	Port of Despatch/Despatching Station	
12	Confirm submission Integrity pact, if required as per NIT	
13	Confirm acceptance of PBG clause, if required as per NIT	
14	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
15	Confirm submission of the balance sheet/Financial Statements for the financial year (as applicable). If not, whether declaration as per BRC submitted (PROFORMA - 8).	
16	Confirm submission of undertaking towards authenticity of submitted documents as per format Proforma - 4	
17	Confirm submission of undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India as per format Exhibits – I, II & III	
18	Confirm submission of Power of Attorney / Authorization letter (Regarding authority for submission of bid) as per format Proforma – 14	
19	Confirm submission of Bidders financial standing as per format Proforma – 15	
20	Confirm submission declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation (Proforma – 16)	

21	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents. ANNEXURE III of General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) submitted in this regard?	
22	Whether submitted all the applicable Annexures as per document General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).	

ANNEXURE – E

BID EVALUATION MATRIX (TECHNICAL SPECIFICATION) <i>(TO BE FILLED IN BY BIDDER DULY SIGNED)</i>			
BID EVALUATION CRITERIA			
Sl. No.	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied /Deviation/Not Applicable)	TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
	Technical Specification of Insert pump of Sucker Rod Pumping Unit		
1	Scope The tabletop powder XRD instrument is required to carry out mineralogical studies of drill cutting, core samples, corrosion products and pigging residue samples.		
2.	(i) The entire operation of the equipment should be controlled by a user-friendly software. (ii) The instrument should have in-built safety protection system for power failure. (iii) The instrument should be able to work round the clock without interruption. (iv) The equipment should be new and of recent model/version of manufacture. (v) The instrument should be complete and supplied in ready to use condition. (vi) Power Supply: 230 Volt: +/- 10 Volts; 50 Hz		
3.	Environmental conditions (i) Operating Temperature: 15 °C – 30 °C or Operatable in wider temperature range (ii) Relative humidity: up to 80 % without condensation or more.		
4.	System Type: Tabletop powder XRD Diffractometer		

5.	<p>X-ray Generator</p> <p>The instrument should meet the following criteria for X-ray generator and should be upgradable.</p> <p>(i) X-Ray tube = Ceramic, Cu based X-ray tube.</p> <p>(ii) Tube load = 600 W or more</p> <p>(iii) Tube voltage = 40 kV or more (Step variable= 5kV, Tube should generate X-ray in lower voltage also)</p> <p>(iv) Tube current= 15 mA or more (Step variable= 5mA, Tube should generate X-ray in lower current also)</p>		
6.	<p>X-ray Generator Safety Features</p> <p>The instrument should raise the alarm or automatic power cut option for X-ray generator when it meets the following conditions.</p> <p>(i) Abnormal generator overload detection.</p> <p>(ii) Abnormal tube voltage & current detection.</p> <p>(iii) X-rays completely shut off, alarm and warning system in case of any failure.</p> <p>(iv) Lights indication system (any fail of safe devices or tripped)</p> <p>(v) Emergency stop switch to quickly terminate the X-ray exposure in case of emergency/unsafe condition.</p> <p>(vi) Auto X-ray cut off upon accidental opening of cabinet doors during the runtime.</p> <p>(vii) The instrument should be approved by Atomic Energy Regulatory Board (AERB) or equivalent regulatory board.</p>		
7.	<p>Goniometer</p> <p>The instrument should meet the following criteria for goniometer.</p> <p>(i) Type = # - #, # -2# (or) Equivalent</p>		

	<p>(ii) Should be compatible to Bragg-Brentano, transmission, and grazing incidence XRD (or) Equivalent.</p> <p>(iii) Radius = 140 mm or more</p> <p>(iv) Scanning range = 0° to 140° or more (should have excellent low-angle measurement)</p> <p>(v) Minimum step size = at least 0.005° (2#) Or better</p> <p>(vi) Divergence Slit = Variable (Effective below 20° 2# to reduce the background radiation)</p> <p>(vii) Scanning speed: 0.01° to 100°/min (2#) or faster</p> <p>(viii) Suitable scattering slits and soller slits (different slits should be supplied with instrument)</p> <p>(ix) Filter=K-beta reduction & Ni-filter</p> <p>(x) Provision to upgrade with non-ambient temperature stages up to 500°C or more in future should be available and confirmed.</p>		
8.	<p>Cooling System</p> <p>The instrument should have an inbuilt internal cooling system.</p>		
9.	<p>X-ray Detector</p> <p>The instrument should meet the following criteria for X-ray detector and should be upgradable.</p> <p>(i) Efficiency Cu K = >95 % or better</p> <p>(ii) Count = Minimum 25×10⁶ cps (or) Equivalent.</p> <p>(iii) Detector should support X-ray radiation from the following target metals (Cu, Co, Fe, Mn and Cr).</p> <p>(iv) High-speed detector with good resolution which can be operate in 0D, 1D and 2D modes without any calibration or equivalent.</p>		

10.	<p>Software</p> <p>(i) Provision to operate the system through external computer along with in-built screen control.</p> <p>(ii) The control software should have a provision to create new analytical methods based on requirement.</p> <p>(iii) The processing software should have facility to do background subtraction, smoothing, K#1, K#2 separation/elimination, peak search and match, multiple peak separation, multiple plotting, custom report generation, peak or line profile analysis.</p> <p>(iv) The processing software should have facility to do phase analysis (qualitative and quantitative), crystallite size determination, % crystallinity, lattice strain determination, FWHM, particle size determination, indexing, lattice parameter calculation, Rietveld refinement, standard less quantitative analysis, Reference Intensity Ratio (RIR).</p> <p>(v) Processing software should be enabled with latest Rietveld algorithm for standard less quantitative analysis. Facility for automated Rietveld quantification set up of sample should be available.</p> <p>(vi) The processing software should give qualitative result by comparing (search& match) with ICDD/PDF-4+ database (or) latest version database.</p> <p>(vii) The single license ICDD/PDF-4+ database (or) latest version database at the time issuing purchase order database having minimum 5-years license should delivered along with instrument.</p> <p>(viii) Open-source databases (Crystallographic Open Database) files should deliver along with the instrument.</p> <p>(ix) Processing software should be supplied with minimum 2 user's license.</p>		
11.	<p>Computer</p> <p>(i) Data system computer with preloaded controlling and processing software or which is compatible with the software with extended memory capacity and latest operating system. Computer Configuration as given below or better.</p>		

	(ii) Branded PC i5 processor, 16 GB RAM 1TB HDD with windows 10 professional or licensed version of latest type with 23" LED monitor and suitable printer.		
12.	Sample preparation kit (i) 20 numbers of suitable sample holder should be supplied along with the instrument. (ii) Sample preparation kit and side loading sample holder for avoiding preferred orientation should be supplied along with the instrument.		
13.	Standard Reference Materials (SRM) (i) Standard for line position and shape calibration should delivered along with the instrument.		
BB	INSTALLATION & COMMISSIONING		
1	The entrance of the laboratory has a door of dimensions: height: 2.1 meters and width: 0.76 meters. The supplied instrument must be able to be placed inside the laboratory through the door having the abovementioned dimensions. The supplied instrument which includes the main instrument, its accessories, data station should completely fit inside the laboratory which shall also include adequate working space required for the operators handling the instruments. The bidder must submit the dimensions of the main instrument, its accessories etc. along with the Bid. The bid shall be straightaway rejected if the criteria mentioned in this Clause are not met."		
2	Bidder should provide pre-installation visit to check the condition (any damages during transportation) of the instrument and its accessories after reached to OIL installation site. During the pre-installation visit the bidder should provide details of the system requirement along with the essential space/safety requirement and power requirement for the equipment as well as for accessories supplied with the instrument.		
3	Bidder shall be responsible for successful onsite installation/commissioning and satisfactory demonstration of its features, operation and application, routine, and preventive maintenance aspects of the equipment at OIL specified premises within thirty days (30 days) from the intimation from OIL regarding receipt of the equipment/after site preparation.		
4	The Bidder should clearly mention the Installation and Commissioning terms (Free-of-Cost / chargeable as extra). In case the supplier wishes to charge an additional amount for installation and commissioning, they should clearly mention the installation term and the chargeable amount in their offer		
5	The Bidder will supply the complete system which includes the basic instrument with all necessary		

	accessories mentioned in the specifications.		
6	The Bidder should arrange all material necessary for installation of the equipment including the installation kit.		
7	The Bidder should replace defective parts if found any, during installation and or during the warranty period. This replacement should be done within 1 month time at supplier's cost.		
8	TRAINING: Scientific staff of OIL should be trained in the operation of the software and the instrument and routine maintenance of the instrument at site for 5 working days after installation of the instrument. Training to be provided free of cost.		
CC.	SPECIAL NOTES FOR BIDDERS		
1	All the documents / manuals should be provided in English along with offer.		
2	Detailed technical literature/brochure/supporting specifications – 2 copies.		
3	The list of users (oil and gas companies) with their addresses (including e-mail, Fax No.) to whom the equipment has been sold within last 5 years including sales in India, if any.		
4	Documentary proof for minimum Five (05) years of experience of manufacturing the equipment.		
5	List of spares and consumables with their description & quantity along with costs.		
6	List of authorized representative supplier who can provide after sale maintenance service/calibration facility in India with their addresses.		
7	Guarantee certificate for the lifetime supply (i.e., for at least ten (10) years after the warranty period) of spares & consumables for the equipment.		
8	List of accessories, mechanical tools, consumable spares etc. included in the installation kit.		
9	<p>The following document should be submitted along with supply of equipment:</p> <ul style="list-style-type: none"> • Operation and maintenance manual-2 sets. • Application software manual-2 sets. • Spare parts / consumable catalogue with price list-2 sets. • MSDS in case any hazardous chemicals are used with the instrument. 		
10	The bidder should submit the filled ANNEXURE – E i.e. BID EVALUATION MATRIX (TECHNICAL SPECIFICATION) ANNEXURE – F i.e. BID EVALUATION MATRIX (BRC) with necessary supporting		

	document along with bid offer		
11	<p>Following information shall be securely stamped / stenciled on the body of the equipment at the time of supply:</p> <ul style="list-style-type: none"> • Manufacturer's Name • Model Number • Serial Number • Year of manufacture • Weight of the equipment • Rated voltage/current • Any other relevant information 		
12.	<p>Payment Terms:</p> <p>INDIAN BIDDER: Maximum 80% of the cost of materials shall be payable within 21 days of receipt of materials at destination against undisputed invoice and the remaining payment shall be released after successful commissioning and training.</p> <p>FOREIGN BIDDER: Maximum 80% of the cost of materials shall be made against supply of materials and the remaining payment shall be released after successful commissioning and training.</p> <p><i>Note: for mode of payment refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).</i></p>		
CC.	WARRANTY		
1	The instrument/computer/printer should be under warranty for minimum 18 months from the date of dispatch/shipment or 12 months from the date of successful commissioning, whichever is earlier.		
2	Bidder should specify the warranty period details for the X-ray generating tube.		
3	In case of breakdown during the warranty period, a competent service engineer of the supplier should make as many visits as necessary to rectify the problem of the instrument		
4	The defected parts should be replaced with new parts on free of cost by the Bidder/supplier during the warranty period.		
5	During the warranty period, in addition to any nos. of breakdown visits, the bidder will compulsorily provide two (2) numbers of preventive maintenance service visits by an authorized and trained service engineer stationed in India.		

DD.	ANNUAL MAINTENANCE CONTRACT		
1	The bidders/supplier must submit a written undertaking that they should be able to provide non-comprehensive AMC service at the quoted rates after expiry of warranty for whole instrument.		
2	The annual maintenance service should be given by the trained service engineers of OEM or authorized service provider stationed in India.		
3	Charges for the non-comprehensive Annual Maintenance Contract (AMC) for four (4) years, after the warranty period is over, should be quoted with year wise break up which shall be considered for bid evaluation.		
4	While quoting for AMC, the bidder should take into account two (02) preventive maintenance visit and two (02) breakdown visits (if necessary) per year by an OEM trained and authorized service engineer.		
5	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 must visit again to rectify the problem. Reported/identified originally, all those visits would be considered as single breakdown visit.		
6	Spares required, if any, during the annual maintenance contract period will be provided by OIL.		

ANNEXURE – F**BID EVALUATION MATRIX (BID REJECTION CRITERIA)
(TO BE FILLED IN BY BIDDER DULY SIGNED)****BID EVALUATION CRITERIA**

Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied /Deviation/Not Applicable)	TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
A.1	BRC - TECHNICAL		
1.0	BIDDER'S ELIGIBILITY:		
	1.1 The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s). OR 1.2 The bidder should be an authorized dealer/authorized distributor /authorized supplier/wholly owned subsidiary of an Original equipment manufacturer (OEM) of the tendered item(s).		
2.0	IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):		
2.1	The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.		
2.2	In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.		
2.3	Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as: (i) Satisfactory supply / completion / installation report (OR) (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR) (iii) Consignee receipt / delivery receipt (OR) (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ GST Invoice. (v) Any other documents which shall prove that the bidder has successfully executed such order (s).		

	Note: The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.		
3.0	IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:		
3.1	The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment proceeding to the original Bid Closing date of the tender.		
3.2	Additionally, the bidder himself/themselves should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.		
3.3	Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as: (i) Satisfactory supply / completion / installation report (OR) (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR) (iii) Consignee receipt/ delivery receipt (OR) (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ GST Invoice. (v) Any other documents which shall prove that the bidder has successfully executed such order (s). Note: The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.		
3.4	The bidder shall submit valid Authorization Certificate/Letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidder's status as their authorized supplier / dealer / distributor/wholly owned subsidiary (as the case may be) to sell their products with proper warranty and guarantee back -up. Such authorization certificate/ letter shall be valid for the entire period of execution of the order. Offers shall be rejected straightway, if such authority letter is not submitted along with the technical bid.		
	NOTES TO BIDDER:		
a.	Authorization letter must be issued on the official letter head of the OEM clearly mentioning the status of Bidder i.e., whether 'authorized dealer' or 'authorized distributor' or 'authorized supplier' or wholly owned subsidiary of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway.		
b.	Authorization letter issued by the OEM in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.		

c.	In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.		
4.0	Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.		
5.0	Authorization letter and warranty/guarantee back-up as aforesaid must be issued to the bidder by the Original Equipment Manufacturer (OEM) in their official letter head only. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.		
6.0	Unsolicited bids shall be straightway rejected.		
7.0	Bidder/OEM must submit an undertaking along with the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.		
8.0	<p>Delivery:</p> <p>INDIAN BIDDER: Materials must be despatched within four months (04) from the date of placement of order by OIL. The date of clear Lorry Receipt (L/R) or Consignment Note(C/N) shall be considered as the date of delivery.</p> <p>FOREIGN BIDDER: Materials must be shipped within four months (04) from the date of opening of Letter of Credit by OIL. The date of unambiguous Bill of Lading (B/L) shall be considered as the date of delivery.</p>		
A.2	BRC - FINANCIAL		
1.0	<p>The bidder shall have an annual financial turnover from operation of minimum INR 45,17,180.00 or USD 53,642.00 during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.</p> <p><i>[Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91) .]</i></p>		
2.0	"Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the		

	original Bid Closing Date of the Tender. [Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]		
3.0	<p>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 (PROFORMA - 8) certifying that 'the balance sheet/Financial Statements for the financial year (as applicable) has actually not been audited so far'.</p> <p>Note:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-</p> <p>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 (PROFORMA – 9).</p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>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.</p>		
4.0	In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.		
5.0	In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate		

	parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted:		
	(i) Turnover of the parent/ultimate parent/holding company should be in line with Para A.2 (1) above.		
	(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2) above.		
	(iii) Corporate Guarantee (PROFORMA - 10) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.		
	(iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.		
A.3	BRC - COMMERCIAL:		
1.0	Bids are invited online under SINGLE STAGE TWO BID SYSTEM . Bidders must prepare the Techno-Commercial Bid (Unpriced) as well as the Priced Bid separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. 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/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.		
2.0	The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.		
3.0	Bids received in physical form against online invitation shall be rejected (<i>except the documents specifically called for in hard copies, if any</i>). Also, modifications to bids received after the bid closing date & time shall not be entertained.		
4.0	Bids containing incorrect/false/misleading statement(s) shall be rejected.		
5.0	Validity of the bid shall be minimum 120 days from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.		
6.0	Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. In the event of an order, the items should be guaranteed against any manufacturing defect, workmanship etc. for a period of 18 months from the date of despatch or 12 months from the date of commissioning, whichever is earlier. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL. Bidders must confirm the same in their quotations.		

7.0	Successful bidder will be required to furnish a Performance Bank Guarantee @5% of the order value. The Performance Security specified above must be valid for 3(three) months beyond the warranty period indicated in the Purchase Order/contract agreement [Please refer "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)]. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.		
8.0	Online Bid must be uploaded together with the Integrity Pact and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.		
9.0	Bidders 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		
10.0	A bid shall be rejected straightway if it does not conform to any one of the following clauses: e) Validity of bid shorter than the validity indicated in the Tender. f) Original Bid security not received within the stipulated date and time mentioned in the tender. g) Bid Security with (i) Validity shorter than the validity indicated in tender and /or (ii) Bid Security amount lesser than the amount indicated in the tender. h) Incase the party refuses to sign Integrity Pact.		

ANNEXURE – G(i)
&
ANNEXURE G(ii)

PRICE BID FORMAT

(Uploaded as attachment in the Attachment Tab “Notes and Attachments” in e-portal)