

**FORWARDING LETTER**

**Subject: Tender No. SDG0351P26 dated 04.10.2025 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 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.

1.1 In connection to its operations, OIL invites **INTERNATIONAL COMPETITIVE BIDS** from competent and experienced bidders through OIL's e-procurement site for the items mentioned below. 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.	:	<b>SDG0351P26 dated 04.10.2025</b>
Type of Bidding	:	<b>SINGLE STAGE TWO BID SYSTEM</b>
Bid Closing Date & Time	:	12.11.2025 at 11:00 HRS.
Technical Bid Opening Date & Time	:	12.11.2025 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 and Validity	:	<b>INR 2,31,200.00 or USD 2587.00 valid upto 15.06.2026.</b>
Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
Bid Opening Place	:	Office of GM-MATERIALS, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	:	Bid should be valid for <b>120 days</b> from actual bid closing date.
Performance Guarantee	:	Applicable @ 5% of Order value
Integrity Pact	:	Applicable
MSE Purchase Preference	:	Applicable
Preference To Make In India) order (MII Purchase Preference	:	Applicable
Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	:	Not Applicable
Document Verification by independent third party inspection agencies	:	Not Applicable ( <i>Detailed in clause 47 of under CC: General Notes to Bidders of Annexure – A</i> )

	Restrictions on procurement from a bidder of a country which shares a land border with India	: Applicable
	Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy	: Not Applicable
	OIL's Banning policy	: Applicable
	Pre - despatch inspection	: Not Applicable
	Third party inspection (TPI)	: Not Applicable
	Installation & Commissioning	: Applicable
	Training	: Applicable
	Annual Maintenance Contract	: Applicable
	Contact Details	: Basanta Das, Manager Materials (FP-05) E-MAIL: <a href="mailto:Basanta.das@oilindia.in">Basanta.das@oilindia.in</a> PHN: 0374-2808793
	E-Tender technical Support	: TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: <a href="mailto:erp_mm@oilindia.in">erp_mm@oilindia.in</a>
	Bids to be addressed to	: GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
<b>LIST OF ANNEXURES, APPENDICES &amp; PROFORMAS</b>		
<b>PART - A</b>	Annexure - A	: Tender details and various notes to bidders
	Annexure - AA	: Item specifications and detailed scope of work
	Annexure - B	: Bid Rejection Criteria/Bid Evaluation Criteria
	Annexure – B2	: Details of Manufacturing & Supply Experience against BEC/BRC
	Annexure - C	: Technical & Commercial Check List
	Annexure – D (i)	: Price Bid Format/Price Schedule – For Domestic Bidders ( <i>Attached in 'Notes &amp; Attachments'</i> )
	Annexure – D (ii)	: Price Bid Format/Price Schedule – For Foreign Bidders
<b>PART - B</b>	Annexure - H	: AA: General Notes to Bidders BB: Additional Notes to Bidders
	Appendix - A1	: Public Procurement (Preference To Make In India) order (PPP- MII Order)
	Appendix - A2	: Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP)
	Appendix - A3	: Amendment to DMI&SP vide Gazette notification No. S-13026/1/2020- IDD dated 31.12.2020 and amendments thereof, Ministry of Steel for certain amendment to DMI&SP policy
	Appendix - A4	: Restrictions on procurement from a bidder of a country which shares a land border with India.
	General Terms & Conditions (GTC-1)	: General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
	General Conditions of Contract (GTC -2)	: General Terms & Conditions for Services (Applicable for AMC cases)

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
Proforma - 5	:	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 Networth 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 A	:	Format for declaration that bidder is not under holiday list/delisted/blacklisted/debarred
Proforma - 16 B	:	Format for declaration of NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation
Proforma - 17	:	Format for Inspection Certificate to be issued by Independent Inspection Agencies against Document Verification Clause
Proforma - 18	:	Format for Bank Guarantee linked with Advance Payment
Proforma -19	:	Format for Insurance surety bond for Bid security and Performance security
Proforma -20	:	Format for Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy

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

Thanking You  
Yours Faithfully,  
OIL INDIA LIMITED

**(Basanrta Das)**  
**Manager - Materials (FP-05)**  
**For GM-Materials (HoD)**  
**For Resident Chief Executive**

**PART – A**

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

**ANNEXURE – A**

**AA: ITEM DETAILS & QUANTITY OF ITEMS**

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

**BB: PRE-BID CONFERENCE:**

1.0 Not Applicable.

**ANNEXURE – B**

**AA: TECHNICAL SPECIFICATIONS:**

**1. Scope**

The tabletop powder XRD instrument is required to carry out mineralogical studies of geological samples (drill cutting, core samples), corrosion products and pigging residue (Crude oil Deposits) samples etc.

**2. General**

2.1 The entire operation of the equipment should be controlled by user-friendly software.

2.2 The instrument should have an in-built safety protection system for power failure.

2.3 The instrument should be able to work round the clock without interruption.

2.4 The equipment should be new and of recent model/version of manufacture.

2.5 The instrument should be complete and supplied in ready-to-use condition.

2.6 Power Supply: 230 Volt: +/- 10 Volts; 50 Hz

**3. Environmental conditions**

3.1 Operating Temperature: 15 °C – 30 °C or Operatable in wider temperature range

3.2 Relative humidity: up to 80 % without condensation or more.

**4. X-ray Generator**

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

4.1 X-Ray tube = Ceramic, Cu based X-ray tube.

4.2 Tube load = 600 W or more

4.3 Tube voltage = 40 kV or more (Step variable= 5kV, Tube should generate X-ray in lower voltage also)

4.4 Tube current= 15 mA or more (Step variable= 5mA, Tube should generate X-ray in lower current also)

**5. 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.

5.1 Abnormal generator overload detection.

5.2 Abnormal tube voltage & current detection.

5.3 X-rays completely shut off, alarm and warning system in case of any failure.

5.4 Lights indication system (any fail of safe devices or trips)

5.5 Emergency stop switches quickly terminate the X-ray exposure in case of emergency/unsafe condition.

5.6 Auto X-ray cut off upon accidental opening of cabinet doors during the runtime.

5.7 The instrument should be approved by the Atomic Energy Regulatory Board (AERB) or equivalent regulatory board.

## **6. Goniometer**

The instrument should meet the following criteria for goniometer.

6.1 Type =  $\theta$  -  $2\theta$  (or) Equivalent

6.2 Should be compatible with Bragg-Brentano XRD (or) better.

6.3 Radius = 140 mm or more

6.4 Scanning range =  $0^\circ$  to  $140^\circ$  or more (should have excellent low-angle measurement)

6.5 Minimum step size = at least  $0.005^\circ$  ( $2\theta$ ) Or better

6.6 Divergence Slit = Variable (Effective below  $20^\circ$   $2\theta$  to reduce the background radiation)

6.7 Scanning speed:  $0.01^\circ$  to  $100^\circ/\text{min}$  ( $2\theta$ ) or faster

6.8 Suitable scattering slits and soller slits (different slits should be supplied with instrument)

6.9 Filter=K-beta reduction & Ni-filter

## **8. Cooling System**

8.1 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.

9.1 Efficiency Cu K =  $>95\%$  or better

9.2 Count = Minimum  $25 \times 10^6$  cps (or) Equivalent.

9.3 Detector should support X-ray radiation from the following target metals (Cu, Co, Fe, Mn and Cr).

9.4 High-speed detector with good resolution which can be operated in 0D, 1D modes or better modes without any calibration or equivalent.  
without any calibration or equivalent.

## **10. Software**

10.1 Provision to operate the system through external computer.

10.2 The control software should have a provision to create new analytical methods based on

requirement.

10.3 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.

10.4 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).

10.5 Processing software should be enabled with the latest Rietveld algorithm for standard less quantitative analysis. Facility for automated Rietveld quantification set up of sample should be available.

10.6 The processing software should give qualitative results by comparing (search& match) with ICDD/PDF-4+ database (or) latest version database.

10.7 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.

10.8 Open-source databases (Crystallographic Open Database) files should be delivered along with the instrument.

10.9 Processing software should be supplied with minimum 2 user's license.

## **11. Computer**

11.1 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.

11.2 Branded PC i7 processor, 16 GB RAM 1TB HDD/SSD with windows 11 professional or licensed version of latest type with 23" LED monitor and suitable printer.

## **12. Sample preparation kit**

12.1 Twenty (20) numbers of suitable sample holders should be supplied along with the instrument.

12.2 Sample preparation kit and side loading sample holder for avoiding preferred orientation should be supplied along with the instrument.

## **13. Standard Reference Materials (SRM)**

Standard for line position and shape calibration should be delivered along with the instrument.

14. The sampler can be upgradable to an autosampler with a minimum of 6 positions.

## **BB. INSTALLATION AND COMMISSIONING:**

1.0 Bidder/supplier 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 equipment.

2.0 Bidder/supplier 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 user regarding receipt of the equipment / site clearance.

3.0 The Bidder/supplier should clearly mention the Installation and Commissioning cost extra in their offer.

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

5.0 The Bidder/supplier should arrange all material necessary for installation of the equipment including the installation kit.

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

7.0 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 and OEM must inform the user about the change in authorized distributor / dealer / sole selling agent.

## **8.0 TRAINING**

Scientific staff of OIL should be trained for 5 days in the operation the instrument and routine maintenance of the instrument at site after the installation is over.

## **CC. ANNUAL MAINTENANCE CONTRACT (Non-Comprehensive)**

1.0 Charges for the Annual Maintenance Contract (AMC) for three years for the complete instrument, after the warranty period is over, should be quoted with year wise break up which shall be considered for bid evaluation. The bidder should confirm their acceptance for the same. The AMC will be processed through Contracts Department of Oil India Limited, Duliajan following all the guidelines after the expiry of warranty period.

2.0 While quoting for AMC, the bidder should consider minimum two (02) preventive maintenance visit and two (02) free of cost breakdown visits, if necessary, 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. Spares required, if any, during the maintenance contract period will be provided by OIL.

3.0 The bidders must submit a written undertaking that they would be able to provide AMC service at the quoted rates after expiry of warranty. It should categorically mention that the time of availing the AMC will be at user's discretion and the value of the AMC for the next three years after expiry of the warranty period will be valid irrespective of the time of availing the same within that three (3) year span.

**DD: SPECIAL NOTES FOR BIDDERS**

1.0 The bidder has to provide the following documents along with the Bid:

1.1 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 and the catalogue shall be used for tender evaluation.

1.2 The list of users 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. OIL will have an option to seek performance reports/comments from these users.

1.3 The list of spares and consumables with their description.

1.4 Guarantee certificate for the lifetime supply (i.e., for at least ten (10) years after the warranty period) of spares & consumables for the equipment from the Original Equipment Manufacturer (OEM).

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

1.6 Pre-installation requirements.

2.0 All the documents / manuals to be provided in English along with supply of equipment:

2.1 Operation and maintenance manual

2.2 Application software manual

2.3 Spare parts / consumable catalogue with price list

2.4 MSDS in case any hazardous chemicals are used with the instrument.

3.0 The bidder should submit the filled bid documents: FORMAT - A (NO DEVIATION CONFIRMATION) and Annexure - E (TECHNICAL SPECIFICATION SHEET), Annexure- F (BID EVALUATION MATRIX)

**4.0 WARRANTY**

The complete system including all accessories should be under warranty for a minimum of 12 months from the date of successful commissioning. In case of breakdown during the warranty period, a competent service engineer of the supplier should make as many visits as are necessary to rectify the instrument to make it operational free of cost. During the warranty period, in addition to any nos. of breakdown visits, the bidder will compulsorily provide two nos. of preventive maintenance service visits by an authorized and trained service engineer stationed in India. The supplier should provide any spares required for making the instrument operational.

**EE: GENERAL NOTES TO BIDDERS:**

**1. 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 the 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).*

2. Advance Payment:
- A) Request for advance payment shall not be normally considered. However, depending on merit and at the sole discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery/refund.
- B) Advance payment if agreed to by OIL shall be paid only against submission of an acceptable Bank Guarantee [PROFORMA-A7] whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period without further reference.
- C) Bank Guarantee shall be valid for 3 (three) months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.
- D) In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.
- E) Advance paid, if any along with the interest amount (as mentioned above) shall be recovered from supplier's first bill/invoice.
- F) In no case, total value of advance payment shall exceed 10% of the purchase order value towards supply.
- G) Advance payment if agreed to by OIL shall be paid after approval of drawings by OIL.
3. **Domestic bidders are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and paid accordingly in that currency; and the portion of the allied work and services, which are to be undertaken in India (like installation and commissioning of equipment) are to be quoted and paid in Indian currency.**
4. Any statutory variation (increase/decrease) in the rate of Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate after the expiry of the scheduled date of delivery shall be to the supplier's account. Any decrease in Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate shall be passed on to OIL.
5. The item shall be brand new, unused and of prime quality. Bidder shall warrant (in the event of order) that the product supplied will be free from all defects & faults in the material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 (eighteen) months from date of dispatch/shipment or 12 (twelve) months from the date of receipt whichever is earlier. The defective materials, if any rejected by OIL shall be replaced by the supplier at their own expense. Bidder must confirm the same in the quotation.

6. The Bidder should indicate the dimensions and weight of the offered items, the name of the manufacturer, the country of origin, Local / Import content and place of dispatch of the materials.
7. In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme (as per Govt. Policy in vogue), where import content is declared by the bidder for availing Custom Duty benefit on the import content. The PAC will be issued in the name of the indigenous bidder including the name of the sub-vendors as declared in their offer or as per the format issued by competent authority at time of placement of order.
8. In case the bidder has satisfactorily executed development order (i.e. including satisfactory inspection and Field Trial Testing) for each of similar tendered item of same or higher capacity in the past in OIL/ONGCL, then the bidder does not have to satisfy past supply experience criteria of BEC /BRC in OIL provided the specification of items matches to that of OIL.
9. Delivery: Materials must be delivered within delivery date mentioned in the tender.
10. For payment through LC, Supplier shall submit following documents within 30 days of receipt of PO. Letter of credit (LC) shall be opened within 30 days of receipt of following documents:
  - Receipt and subsequent verification of Performance Security to be submitted to Materials Deptt, Duliajan.
  - Receipt of current year TRC, PE, Form 10F, bank details, Payment Favouring, HSN Code. to be submitted to Shipping office, Kolkata.
11. Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy -  
Consequent to the implementation of Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy in OIL, effective from 28.08.2024. For purchase orders value INR 20 Crores and above the successful bidder shall be required to submit a duly filled ESG Questionnaire in the prescribed format within fifteen (15) calendar days from the date of issue of purchase order. Failure to submit the completed ESG Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly.  
The ESG Questionnaire, along with an Explanatory Note for guidance, is provided as Proforma - 20 of the tender document.
12. Liquidated Damages (LD):
  - i) LD shall be applicable @ 0.5% per week or on part thereof of the value of the goods in respect of which default in delivery/completion time takes place subject to a maximum of 7.5 % of the total supply order value of the delayed goods.
  - ii) In case of package items (ordered as a complete system including site works, if any), LD shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved).
  - iii) In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables etc.), LD shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.
  - iv) In case of orders where installation and commissioning is involved, LD shall be applicable on delivery as well as Installation and Commissioning.

v) Both Seller and Purchaser agree that the above percentages of LD are genuine pre estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Seller and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding.

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**ANNEXURE - C**

**BID EVALUATION CRITERIA (BEC)**

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.

**A.1 BEC-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 quantity: 1 No. of the tendered item/ equipment with same or higher / better specifications 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 the following documents evidencing satisfactory execution of those Purchase Order(s):

(i) satisfactory supply and completion / Installation report issued on client's official signature

AND

(ii) 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 or their OEM should have supply experience of successfully executed at least one order of quantity: 1 No. of the tendered item/ equipment with same or higher / better specifications 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 the following documents evidencing satisfactory execution of those Purchase Order(s):
  - (i) satisfactory supply and completion / Installation report issued on client's official signature  
AND
  - (ii) 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.
- 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 must submit an undertaking **from the OEM** 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 Bidder should categorically confirm the delivery schedule in the technical bid as under:

**INDIAN BIDDER: Materials must be despatched within seven months (07) 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 seven months (07) 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.

- 9.0 The bidder must have authorized service centre(s) with adequate number of factory trained service engineers based in India (either directly or through an Indian Agency). The detailed CV of the service engineers based in India must be enclosed.

**A.2 BEC - FINANCIAL:**

- 1.0 The bidder shall have an annual financial turnover from Operations of minimum **INR 57.79 Lakhs or USD 64,660.00** 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". }

- 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 documents 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) Financial Statements (Audited Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

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 a wholly 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 (supporting company) should be in line with Para A.2 (1.0) above.

(ii) Net Worth of the parent/ultimate parent/holding company (supporting company) should be positive in line with Para A.2 (2.0) above

(iii) Corporate Guarantee (PROFORMA - 10) on parent/ultimate parent/holding company's (supporting 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) A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

The above certificate should not be more than 30 days old as on the original bid closing date.

### A.3 BEC – COMMERCIAL:

Commercial Bid Evaluation Criteria will be as per Section D of General Terms & Conditions of Global Tender (MM/GLOBAL/E-01/2005) with following Special Bid Evaluation 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 Bid Security in ORIGINAL amounting to **INR 2,31,200.00 or USD 2587.00 valid upto 15.06.2026** shall be submitted by the Bidder as a part of their Technical Bid. The amount of Bid Security & its validity shall be specified in the covering letter of this bid document. **Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender. **The Bank Guarantee / LC shall be valid for seven (7) months from the original Bid closing date.**
- 6.1 For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).

- 7.0 Successful bidder will be required to furnish a Performance Bank Guarantee @ 5 % of the order value after receipt of PO. 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) Incase the party refuses to sign Integrity Pact.
  - c) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
  - d) 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.

**11.0 PRICE SCHEDULE:**

**Bidder shall submit the Price Break up as per Price Bid Format (ANNEXURE - G). Bidders should fill up the annexure(s), sign and upload under “Notes & Attachments” > “Attachments” only.**

- 12.0** The bidder shall submit an undertaking/declaration as per Proforma 16 A confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

**DD: OTHER EVALUATION CRITERIA:**

- 1.0 Bidders must submit prices as indicated in the Price Bid Format (Annexure G). 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) Price Bid Format (SUMMARY) for Foreign Bidders:**

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

**(i) Price Bid Format (SUMMARY) for Indigenous Bidders:**

- (1) Basic Material Value including cost of all accessories (but excluding TPI) (to indicate HSN code)
- (2) Pre-despatch Inspection Charges, if any inclusive of GST
- (3) Packing & Forwarding charges, if any
- (4) Total Ex-Works Value (1+2+3)
- (5) GST on Ex-Works Value (4)
- (6) Compensatory Cess, if any
- (7) Total FOR Despatching Station Value (4+5+6)
- (8) Inland Freight Charges upto Duliajan, Assam
- (9) GST on Inland Freight (8)
- (10) Transit Insurance Charges, if any including 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 (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 8, 9, 10) 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 Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.*
- (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@ 18 % shall be applicable as per Govt. Policy in vogue. IGST @ 18 % shall be applicable for Indigenous bidders also under deemed export benefit as per Govt. Policy in vogue.*

**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 who are manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s) and whose quoted 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.

- Procurement Preference Sequencing (L1 + 15% Band)

In case a non-MSE bidder emerges as L1 bidder, price matching by MSE bidder shall be done in the following order of preference:

1. SC/ST Women-owned MSEs
2. SC/ST owned MSEs
3. Women-owned MSEs
4. Other MSEs

If any MSE bidder, irrespective of its social category or gender, emerges as L1 bidder, 100% order quantity shall be awarded to them.

**Or**

- b) As per 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 P-45021/2/2017-PP (BE-II)-Part (4) Vol II dated 19.07.2024 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.

- 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.

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**ANNEXURE - D****TECHNICAL CHECKLIST**

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**COMMERCIAL CHECK LIST**

- A.** The Commercial 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.

<b>Sl. No.</b>	<b>REQUIREMENT</b>	<b>COMPLIANCE Yes/No/N ot Applicable</b>
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) PPP-MII (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 <b>validity of 120 days from</b> 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?	
4.5	Whether Bid security submitted as per NIT.	
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 PPP-MII Policy ?	
14.0	Whether indicated the import content in Price Bid ?	
14.1	Whether submitted Undertaking towards Local Content and CA Certificate towards Local Content (as applicable) (PROFORMA – 13)	
15.0	Whether submitted Undertaking towards submission of authentic information/ documents submitted (PROFORMA – 4)	
16.0	Whether submitted Undertaking for restrictions on procurement from a bidder of a country which shares a land border with India. (Exhibit – I / III / III as applicable)	
17.0	Whether submitted Power of Attorney/ Authorization letter (Regarding authority for submission of bid) in prescribed format (PROFORMA – 14)	
18.0	Whether submitted Declaration about bidder's Financial standing i.e. the bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. (PROFORMA – 15)	
19.0	Whether submitted declaration that bidder is not under holiday list/delisted/blacklisted/debarred (PROFORMA – 16 A)  Whether submitted declaration of NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation (PROFORMA – 16 B)	
20.0	Whether submitted declaration for Document Verification by independent third party inspection agencies (PROFORMA – 17)	
21.0	Whether submitted declaration for Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy (PROFORMA – 20)	

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

<b>S1 No</b>	<b>Requirement</b>	<b>Bidder's Reply</b>
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	Guarantee/Warranty Terms	
8	Delivery Period	
9	Country of Origin	
10	Port of Despatch/Despatching Station	
11	Confirm submission Integrity pact, if required as per NIT	
12	Confirm acceptance of PBG clause, if required as per NIT	
13	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
14	Confirm submission of the balance sheet/Financial Statements for the financial year (as applicable). If not, whether declaration as per BRC submitted ( <b>PROFORMA - 8</b> ).	
15	Confirm submission of undertaking towards authenticity of submitted documents.	
16	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?	
17	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).	

**C. ADDITIONAL INFORMATION ON EXPERIENCE CRITERIA CLAUSE OF BEC-TECHNICAL.**  
**(To be filled up by bidder and submit along with Technical Bid):**

<b>Sl No</b>	<b>Requirement</b>	<b>Bidder's Reply</b>
1	Whether all documents have been submitted as required for fulfilling Experience criteria clause of BEC-Technical.	
2	Name and details of the vendor to whom the bidder has successfully executed orders / contracts for atleast 50% of the tendered quantity as per Experience criteria clause of BEC-Technical.	
3	Whether submitted the profile and other documents of the E&P company / Drilling Contractor / Drilling Service provider for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.) if applicable	

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**FORMAT - A**

**NO DEVIATION CONFIRMATION**

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Entity)

\_\_\_\_\_  
\_\_\_\_\_

Tel.:

Fax:

E-mail address:

**To**

GM (MATERIALS)  
MATERIALS DEPARTMENT  
OIL INDIA LIMITED  
DULIAJAN  
District : DIBRUGARH (Assam)  
PIN 786602

**Sub:** Bid for “ \_\_\_\_\_ ”

**Tender No :**

**Dear Sir,**

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

**ANNEXURE – E**

<b>BID EVALUATION MATRIX (TECHNICAL SPECIFICATION)</b> <b>(TO BE FILLED IN BY BIDDER DULY SIGNED)</b>			
<b>BID EVALUATION CRITERIA</b>			
<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S RESPONSE (Complied / Not Complied /Deviation/Not Applicable)</b>	<b>TO BE FILLED BY THE BIDDER</b>  <b>Relevant Location of their Bid to support the remarks / compliance</b>  <b>(Reference of Document name / Serial number / Page number of bid for documentary evidence)</b>
	<b>Technical Specification of Tabletop Powder X-ray Diffractometer</b>		
<b>1</b>	<b>Scope</b> The tabletop powder XRD instrument is required to carry out mineralogical studies of geological samples (drill cutting, core samples), corrosion products and pigging residue (Crude oil Deposits) samples etc.		
<b>2.</b>	<b>General</b>  2.1 The entire operation of the equipment should be controlled by user-friendly software.  2.2 The instrument should have an in-built safety protection system for power failure.  2.3 The instrument should be able to work round the clock without interruption.  2.4 The equipment should be new and of recent model/version of manufacture.  2.5 The instrument should be complete and supplied in ready-to-use condition.  2.6 Power Supply: 230 Volt: +/- 10 Volts; 50 Hz		

3.	<p>Environmental conditions</p> <p>3. 1 Operating Temperature: 15 °C – 30 °C or Operatable in wider temperature range</p> <p>3.2 Relative humidity: up to 80 % without condensation or more.</p>		
4.	<p>X-ray Generator</p> <p>The instrument should meet the following criteria for X-ray generator and should be upgradable.</p> <p>4.1 X-Ray tube = Ceramic, Cu based X-ray tube.</p> <p>4.2 Tube load = 600 W or more</p> <p>4.3 Tube voltage = 40 kV or more (Step variable= 5kV, Tube should generate X-ray in lower voltage also)</p> <p>4.4 Tube current= 15 mA or more (Step variable= 5mA, Tube should generate X-ray in lower current also)</p>		
5.	<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>5.1 Abnormal generator overload detection.</p> <p>5.2 Abnormal tube voltage &amp; current detection.</p> <p>5.3 X-rays completely shut off, alarm and warning system in case of any failure.</p> <p>5.4 Lights indication system (any fail of safe devices or trips)</p> <p>5.5 Emergency stop switches quickly terminate the X-ray exposure in case of emergency/unsafe condition.</p> <p>5.6 Auto X-ray cut off upon accidental opening of cabinet doors during the runtime.</p>		

	5.7 The instrument should be approved by the Atomic Energy Regulatory Board (AERB) or equivalent regulatory board.		
<b>7.</b>	<p><b>Goniometer</b></p> <p>The instrument should meet the following criteria for goniometer.</p> <p>6.1 Type = <math>\theta</math> -2<math>\theta</math> (or) Equivalent</p> <p>6.2 Should be compatible with Bragg-Brentano XRD (or) better.</p> <p>6.3 Radius = 140 mm or more</p> <p>6.4 Scanning range = 0° to 140° or more (should have excellent low-angle measurement)</p> <p>6.5 Minimum step size = at least 0.005° (2<math>\theta</math>) Or better</p> <p>6.6 Divergence Slit = Variable (Effective below 20° 2<math>\theta</math> to reduce the background radiation)</p> <p>6.7 Scanning speed: 0.01° to 100°/min (2<math>\theta</math>) or faster</p> <p>6.8 Suitable scattering slits and soller slits (different slits should be supplied with instrument)</p> <p>6.9 Filter=K-beta reduction &amp; Ni-filter</p>		
<b>8.</b>	<p><b>Cooling System</b></p> <p>8.1 The instrument should have an inbuild internal cooling system.</p>		
<b>9.</b>	<p><b>X-ray Detector</b></p> <p>The instrument should meet the following criteria for X-ray detector and should be upgradable.</p> <p>9.1 Efficiency Cu K = &gt;95 % or better</p>		

	<p>9.2 Count = Minimum 25×10<sup>6</sup> cps (or) Equivalent.</p> <p>9.3 Detector should support X-ray radiation from the following target metals (Cu, Co, Fe, Mn and Cr).</p> <p>9.4 High-speed detector with good resolution which can be operated in 0D, 1D modes or better modes without any calibration or equivalent. without any calibration or equivalent.</p>		
<p><b>10.</b></p>	<p><b>Software</b></p> <p>10.1 Provision to operate the system through external computer.</p> <p>10.2 The control software should have a provision to create new analytical methods based on requirement.</p> <p>10.3 The processing software should have facility to do background subtraction, smoothing, K<sub>α1</sub>, K<sub>α2</sub> separation/elimination, peak search and match, multiple peak separation, multiple plotting, custom report generation, peak or line profile analysis.</p> <p>10.4 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>10.5 Processing software should be enabled with the latest Rietveld algorithm for standard less quantitative analysis. Facility for automated Rietveld quantification set up of sample should be available.</p> <p>10.6 The processing software should give qualitative results by comparing (search&amp; match) with ICDD/PDF-4+ database (or) latest version database.</p> <p>10.7 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>		

	10.8 Open-source databases (Crystallographic Open Database) files should be delivered along with the instrument.  10.9 Processing software should be supplied with minimum 2 user's license.		
<b>11.</b>	<b>Computer</b>  11.1 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.  11.2 Branded PC i7 processor, 16 GB RAM 1TB HDD/SSD with windows 11 professional or licensed version of latest type with 23" LED monitor and suitable printer.		
<b>12.</b>	<b>Sample preparation kit</b>  12.1 Twenty (20) numbers of suitable sample holders should be supplied along with the instrument.  12.2 Sample preparation kit and side loading sample holder for avoiding preferred orientation should be supplied along with the instrument.		
<b>13.</b>	<b>Standard Reference Materials (SRM)</b>  Standard for line position and shape calibration should be delivered along with the instrument.		
14.	The sampler can be upgradable to an autosampler with a minimum of 6 positions.		
<b>BB</b>	<b>INSTALLATION &amp; COMMISSIONING</b>		
<b>1</b>	Bidder/supplier 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 equipment.		
<b>2</b>	Bidder/supplier 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 user regarding receipt of the equipment / site clearance.		
<b>3</b>	The Bidder/supplier should clearly mention the Installation and Commissioning cost extra in their offer.		
<b>4</b>	The Bidder/supplier will supply the complete system which includes the basic instrument with all necessary accessories mentioned in the specifications.		
<b>5</b>	The Bidder/supplier should arrange all material necessary for installation of the equipment including the installation kit.		
<b>6</b>	The Bidder/supplier should replace defective parts if found any, during installation and or during the warranty period. This replacement should be done within a month's time at supplier's cost.		
<b>7</b>	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 and OEM must inform the user about the change in authorized distributor / dealer / sole selling agent.		
<b>8</b>	<b>TRAINING:</b> Scientific staff of OIL should be trained for 5 days in the operation the instrument and routine maintenance of the instrument at site after the installation is over.		
<b>CC.</b>	<b>ANNUAL MAINTENANCE CONTRACT</b>		
<b>1</b>	Charges for the Annual Maintenance Contract (AMC) for three years for the complete instrument, after the warranty period is over, should be quoted with year wise break up which shall be considered for bid evaluation. The bidder should confirm their acceptance for the same. The AMC will be processed through Contracts Department of Oil India Limited, Duliajan following all the guidelines after the expiry of warranty period.		
<b>2</b>	While quoting for AMC, the bidder should consider minimum two (02) preventive maintenance visit and two (02) free of cost breakdown visits, if necessary, 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. Spares required, if any, during the maintenance contract period will be provided by OIL.		
<b>3</b>	The bidders must submit a written undertaking that they would be able to provide AMC service at the quoted rates after expiry of warranty. It should categorically mention that the time of availing the AMC will be at user's discretion and the value of the AMC for the next three years after expiry of the warranty period will be valid irrespective of the time of availing the same within that three (3) year span.		
<b>DD</b>	<b>SPECIAL NOTES FOR BIDDERS</b>		
<b>1.0</b>	The bidder has to provide the following documents along with the Bid:		
<b>1.1</b>	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 and the catalogue shall be used for tender evaluation.		
<b>1.2</b>	The list of users 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. OIL will have an option to seek performance reports/comments from these users.		
<b>1.3</b>	The list of spares and consumables with their description.		
<b>1.4</b>	Guarantee certificate for the lifetime supply (i.e., for at least ten (10) years after the warranty period) of spares & consumables for the equipment from the Original Equipment Manufacturer (OEM).		
<b>1.5</b>	List of accessories, mechanical tools, consumable spares etc. included in the installation kit.		
<b>1.6</b>	Pre-installation requirements.		
<b>2.0</b>	All the documents / manuals to be provided in English along with supply of equipment:		
<b>2.1</b>	Operation and maintenance manual		
<b>2.2</b>	Application software manual		
<b>2.3</b>	Spare parts / consumable catalogue with price list		

2.4	MSDS in case any hazardous chemicals are used with the instrument.		
3.0	The bidder should submit the filled bid documents: FORMAT - A (NO DEVIATION CONFIRMATION) and Annexure - E (TECHNICAL SPECIFICATION SHEET), Annexure- F (BID EVALUATION MATRIX)		
4.0	<p><b>WARRANTY</b></p> <p>The complete system including all accessories should be under warranty for a minimum of 12 months from the date of successful commissioning. In case of breakdown during the warranty period, a competent service engineer of the supplier should make as many visits as are necessary to rectify the instrument to make it operational free of cost. During the warranty period, in addition to any nos. of breakdown visits, the bidder will compulsorily provide two nos. of preventive maintenance service visits by an authorized and trained service engineer stationed in India. The supplier should provide any spares required for making the instrument operational.</p>		
	<p><b>Payment Terms:</b></p> <p><b>INDIAN BIDDER:</b> 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><b>FOREIGN BIDDER:</b> 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.</p> <p><i>Note: for mode of payment refer to "General Terms &amp; Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).</i></p>		

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

<b>Clause Number</b>	<b>DESCRIPTION</b>	<b>BIDDER'S RESPONSE (Complied / Not Complied / Deviation/Not Applicable)</b>	<b>TO BE FILLED BY THE BIDDER</b>  <b>Relevant Location of their Bid to support the remarks / compliance</b>  <b>(Reference of Document name / Serial number / Page number of bid for documentary evidence)</b>
<b>A.1</b>	<b>BEC - TECHNICAL</b>		
<b>1.0</b>	<b>BIDDER'S ELIGIBILITY:</b>		
	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).		
<b>2.0</b>	<b>IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):</b>		
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 quantity: 1 No. of the tendered item/ equipment with same or higher / better specifications 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 the following documents evidencing satisfactory execution of those Purchase Order(s):		

	<p>(i) satisfactory supply and completion / Installation report issued on client's official signature AND</p> <p>(ii) Any other documents which shall prove that the bidder has successfully executed such order (s).</p> <p>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.</p>		
<b>3.0</b>	<b>IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:</b>		
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 or their OEM should have supply experience of successfully executed at least one order of quantity: 1 No. of the tendered item/ equipment with same or higher / better specifications 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	<p>Documentary evidences to substantiate manufacturing &amp; supply records must be submitted in the form of copies of relevant Purchase Order(s) and the following documents evidencing satisfactory execution of those Purchase Order(s):</p> <p>(i) satisfactory supply and completion / Installation report issued on client's official signature AND</p> <p>(ii) Any other documents which shall prove that the bidder has successfully executed such order (s).</p> <p>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.</p>		
3.4	The bidder shall submit valid <b>Authorization Certificate/Letter</b> 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.		
	<b>NOTES TO BIDDER:</b>		
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.		
<b>4.0</b>	Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.		
<b>5.0</b>	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.		
<b>6.0</b>	Unsolicited bids shall be straightway rejected.		
<b>7.0</b>	Bidder must submit an undertaking <b>from the OEM</b> 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.		
<b>8.0</b>	<b>Delivery:</b>  Bidder should categorically confirm the delivery schedule in the technical bid as under:		

	<p>INDIAN BIDDER: Materials must be despatched within seven months (07) 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 seven months (07) 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>		
<b>9.0</b>	The bidder must have authorized service centre(s) with adequate number of factory trained service engineers based in India (either directly or through an Indian Agency). The detailed CV of the service engineers based in India must be enclosed.		
<b>A.2</b>	<b>BEC - FINANCIAL</b>		
<b>1.0</b>	<p>The bidder shall have an annual financial turnover from operation of minimum <b>INR 57.79 Lakhs or USD 64,660.00</b> 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>		
<b>2.0</b>	<p>"Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.</p> <p><i>[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"]</i></p>		
<b>3.0</b>	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 ( <b>PROFORMA - 8</b> ) certifying that 'the balance sheet/Financial Statements for the financial year (as applicable) has actually not been audited so far'.		

	<p><b>Note:</b></p> <p>a) For proof of Annual Turnover &amp; 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 (<i>with Membership Number and Firm Registration Number</i>), certifying the Annual Turnover &amp; Net worth as per format prescribed in <b>(PROFORMA – 9)</b>.</p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet alongwith Profit &amp; 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	<p>In case the Audited Balance Sheet and Profit &amp; 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 &amp; Loss Account is signed. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.</p>		
5.0	<p>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:</p> <p>(i) Turnover of the parent/ultimate parent/holding company should be in line with Para A.2 (1) above.</p> <p>(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2) above.</p> <p>(iii) Corporate Guarantee <b>(PROFORMA - 10)</b> 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.</p> <p>(iv) A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the</p>		

	<p>supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p> <p>The above certificate should not be more than 30 days old as on the original bid closing date.</p>		
<b>A.3</b>	<b>BEC - COMMERCIAL:</b>		
<b>1.0</b>	Bids are invited online under <b>SINGLE STAGE TWO BID SYSTEM</b> . 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. <b>Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.</b> 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.		
<b>2.0</b>	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.		
<b>3.0</b>	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.		
<b>4.0</b>	Bids containing incorrect/false/misleading statement(s) shall be rejected.		
<b>5.0</b>	Validity of the bid shall be <b>minimum 120 days</b> from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.		
<b>6.0</b>	Bid Security in ORIGINAL amounting to <b>INR 2,31,200.00 or USD 2587.00 valid upto 15.06.2026</b> shall be submitted by the Bidder as a part of their Technical Bid. The amount of Bid Security & its validity shall be specified in the covering letter of this bid document. <b>Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration.</b> A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender. <b>The Bank Guarantee / LC shall be valid for seven (7) months from the original Bid closing date.</b>		

	For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).		
<b>7.0</b>	Successful bidder will be required to furnish a Performance Bank Guarantee @ <b>5 %</b> of the order value after receipt of PO. The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement [ <i>Please refer “General Terms &amp; Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments &amp; Addendum to “General Terms &amp; Conditions” for e-Procurement</i> ]]. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.		
<b>8.0</b>	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.		
<b>9.0</b>	Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection: <ul style="list-style-type: none"> <li>i) Liquidated Damages</li> <li>ii) Warranty/Guarantee of material</li> <li>iii) Arbitration / Resolution of Dispute</li> <li>iv) Force Majeure</li> <li>v) Applicable Laws</li> </ul>		
<b>10.0</b>	A bid shall be rejected straightway if it does not conform to any one of the following clauses: <ul style="list-style-type: none"> <li>a) Validity of bid shorter than the validity indicated in the Tender.</li> <li>b) Original Bid security not received within the stipulated date and time mentioned in the tender.</li> <li>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.</li> <li>d) Incase the party refuses to sign Integrity Pact.</li> </ul>		
<b>11.0</b>	<b><u>PRICE SCHEDULE</u></b>  <b>Bidder shall submit the Price Break up as per Price Bid Format (ANNEXURE - G). Bidders should fill up the annexure(s), sign and upload under “Notes &amp; Attachments” &gt; “Attachments” only.</b>		

<b>12.0</b>	The bidder shall submit an undertaking/declaration as per Proforma 16 A confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.		
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**ANNEXURE – G(i)**  
**&**  
**ANNEXURE G(ii)**

**PRICE BID FORMAT**

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