



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

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- Tender No.** : **SDG1749P20/08 dtd. 19.06.2019**
- Tender Fee** : **NOT APPLICABLE**
- Bid Security Amount** : **INR 50,000.00 or USD 720.00**
- Bidding Type** : **SINGLE STAGE COMPOSITE BID SYSTEM**
- Bid Closing on** : **07.08.2019 (at 11.00 Hrs. IST)**
- Bid Opening on** : **07.08.2019 (at 13.00 Hrs. IST)**
- Bid Validity** : Bid should be valid for **90 days** from bid closing date.
- Bid Bond Validity** : Bid Bond should be valid up to **29.02.2020**
- Performance Guarantee** : **Applicable @ 10% of Order value**
- Integrity Pact** : **Not Applicable**
- List of Annexures Applicable** : **Annexure-I- Specification and various notes to bidder**
Annexure- II- Bid evaluation & Rejection Criteria
Annexure- III - Check List (Commercial)
Annexure-IV - Certificate of Annual Turnover & Net
Annexure- V - Technical Evaluation Matrix (Technical Specifications)
Annexure-VI – Technical Evaluation Matrix (BEC/BRC)
Format-A-No Deviation Confirmation
Annexure K- Format of undertaking by Bidders towards submission of authentic information/documents

ANNEXURE - I

OIL INDIA LIMITED invites Global Tenders for items detailed below:

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

Item No	Item Description	Quantity
10	<p>1. The Rotational Viscometer shall be dial reading instruments with minimum eight (08) speed design for measuring viscosity and gel strength.</p> <p>2. The Rotational Viscometer shall have minimum 8-speed option viz. 3, 6, 30, 60, 100, 200, 300, 600 rpm.</p> <p>3. The Rotational Viscometer shall be Couette Coaxial cylinder Rotational Viscometers.</p> <p>4. The Rotational Viscometer shall be suitable for operation on 230 VAC, 50/60Hz. In case the power requirement for the instrument is less than 230 V, then a step down transformer shall be provided without additional cost.</p> <p>5. The Rotational Viscometer shall conform to API Specification RP 13B.</p> <p>6. Viscosity: 0.5 to 10,000,000 Centipoise</p> <p>7. Resolution: 1 dyne/cm² to 10 dyne/cm² based on spring selection</p> <p>8. Accuracy: ±1% of torque span or better</p> <p>9. Temperature: Ambient</p> <p>10. Pressure: Atmospheric Pressure</p> <p>11. The unit shall be complete with:</p> <p>I. Bob: B1, 01 No. (Wetted Material: Stainless Steel SS-303)</p> <p>II. Rotor Sleeve, R1, 01 No. (Wetted Material: Stainless Steel SS-303)</p> <p>III. Torsion Spring Assembly: F1</p> <p>IV. Stainless Steel Sample Cup: 01 No</p> <p>V. Sample size: 35-150 ml</p> <p>VI. Thermo cup (Withstand minimum 50 deg): 01 No</p> <p>VII. Hard Plastic Carrying Case</p> <p>VIII. Any other requisite spares/consumables for immediate installation and commissioning</p> <p>10. The Supplier shall provide necessary factory calibration certificate along with the supply of instrument.</p> <p>B. Calibration:</p> <p>01 No. of Calibration test kit and Calibration fluids - 50 cp & 100 cp to be supplied along with the order.</p>	05 Nos.

BB. SPECIAL NOTES TO THE BIDDERS:

1. The unit shall be complete with all other essential operating accessories and sufficient amount of spares required for smooth efficient running and immediate commissioning after receipt at Chemical Department, Duliajan, Oil India Limited. A declaration by the OEM or the authorised dealer shall be provided mentioning the same.
2. The items shall be brand new, unused & of prime quality. Also the party has to confirm to provide warranty that the product supplied will be free from all defects & fault in material, workmanship & manufacturing and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of receipt/commissioning. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. The bidder must confirm the same while quoting.
3. Installation and Commissioning of the instrument shall be carried out by the supplier without any additional cost to OIL in the presence of Laboratory Representatives at Chemical Department, Oil India Limited, Duliajan, Assam, India. OIL will give 14 days advance notice upon receipt of materials for Supplier to take up Installation and Commissioning at site. During Installation and Commissioning, supplier shall demonstrate all specifications and operations.
4. **WARRANTY/GUARANTY:** The Vendor shall provide warranty for a period of minimum 18 months from the date of shipment or 12 months starting from the date of successful commissioning whichever is later. During warrantee period if any item of the offered system fails or performance of the offered system is not satisfactory, vendor shall have to replace /rectify the same within 30 days from the date of intimation by OIL, without any financial implication to OIL. Courier charges, transportation and taxes for supplying the spares upto OIL premises to be borne by the vendor.
5. All visits including transport to and fro journey to Duliajan and accommodation at Duliajan by suppliers's personnel for warranty related work shall have to be borne by the successful bidder. Warranty certificate to be provided along with the equipment.

The bidder shall submit the following documents

- a) Along with the offer:
 - i) Technical literature/brochure of the offered product.
 - ii) Repair facilities available in India with their addresses.
 - iii) List of spares/consumables with price list for two years trouble free operations of the equipment from the date of installation.
 - iv) Technical evaluation sheet for technical specifications & terms and conditions separately as per attached formats explicitly mentioning compliance/ non-compliance/ deviation and indicating relevant page no of their bid to support the remarks/compliance.
- b) Along with the supply of the equipment:
 - i) Operation Manual containing principle of operation, detailed installation and setup instructions etc. (Both soft as well as hard copies-1 no.)

ii) Maintenance and Troubleshooting manual (Both soft as well as hard copies-1 no.) comprising of diagrams, detailed troubleshooting guide, spare parts list, consumables etc

6. Bidder should categorically confirm in the technical bid a delivery schedule within Six (06) months, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Six (06) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.


7. Bidder to sign and submit completely filled up Technical check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification.

8. Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

BB:: GENERAL NOTES TO BIDDERS:

Sl No	Clause description
1.0	<p><u>Tender fee is not applicable against this tender.</u></p> <ol style="list-style-type: none"><u>1.</u> Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal<u>2.</u> Necessary Login ID& Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.<u>3.</u> MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi& Village Industries Commission or Khadi& Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.<u>4.</u> For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communications in this regard and request for bid closing date extension on that plea shall not be entertained by Company.
2.0	<p>Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.</p>

3.0	The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to “General Terms & Conditions” for e-Procurement.
4.0	Bid must be submitted online through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
5.0	<p>Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to The GM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs. (IST) on the Bid Closing Date mentioned in the Tender.</p> <p>a) Original Bid Security along with two duplicate copies of Bid Security. b) Any other documents which have been particularly asked for in this tender for submission.</p> <p>The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:</p> <p>a. (i) “MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee</p> <p>The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., DuliajanBranch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin- 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
6.0	Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time, failing which the offer shall be rejected.
7.0	<p>The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The “Techno-commercial Unpriced Bid” shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab “Notes and Attachments”.</p> <p>Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.</p> <p>Notes and Attachments → Only Price Details Should Be Uploaded</p> <p>Technical attachments → All technical bid documents except price details</p> <p>Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “New Vendor Manual (effective 12.04.2017)” available in the login Page of the OIL’s E-tender Portal.</p>

		
8.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.	
9.0	Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.	
10.0	To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected.	
11.0	Other terms and conditions of the tender shall be as per “General Terms & Conditions” for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.	
12.0	All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be liable for rejection.	
13.0	Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.	
14.0	Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector	

	Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.
15.0	The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of successful installation, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.
16.0	Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.
17.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
18.0	The Integrity Pact is not applicable against this tender.
19.0	Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.
20.0	<p>Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the new clause is detailed in the Amendment dated 25.04.2016 issued to MM/GLOBAL/01/2005. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Bidders to note the same and to confirm its acceptance in their offers.</p> <p>The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:</p> <p>a. (i) "MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee</p> <p>The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., DuliajanBranch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin- 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
21.0	Bidder to sign and submit completely filled up Technical & Commercial check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification failing which their offer will be rejected.

22.0	Payment terms: Refer to “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)
23.0	Liquidated Damage: Refer to “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). The applicable GST on the Liquidated Damage shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.
24.0	<p>The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty during import will be applicable.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export, where import content is declared by the bidder for availing Advance Licence for intermediate Supply/Deemed Export benefit on the import content. However, Indian bidders will not be issued Recommendatory Letter. The bidders are requested to check the latest position on the subject on their own and OIL shall not accept any liability, whatsoever, on this account.</p> <p>Indigenous Supplier shall furnish the invoice to OIL before the despatch for obtaining Essentiality Certificate from DGH towards concessional rate of GST against invoice valuing 10 lakh and above.</p> <p>Supplier shall arrange to provide all necessary documents to apply for the essentiality certificate on receipt of request from OIL, if any. Further, supplier shall affect dispatch only on receipt of relevant certificates from OIL, failing which all related liabilities shall be to Supplier’s account.</p>
25.0	Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable. Policy details are available in APPENDIX-A2.
26.0	<p>Clauses related to GST</p> <ol style="list-style-type: none"> 1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings: <ol style="list-style-type: none"> (a) GST - means any tax imposed on the supply of goods and/or services under GST Law. (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time. 2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all

types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
6. **When Input tax credit is available for Set Off**
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders
When Input tax credit is NOT available for Set Off
Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders
7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the

	<p>invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.</p> <p>8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.</p>
27.0	<p>Along with the technical bid, bidders must submit duly filled undertaking as per format provided vide Annexure-K as undertaking towards submission of authentic information/documents.</p>
28.0	<p>For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of thee-tender.</p>

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BID REJECTION CRITERIA / BID EVALUATION CRITERIA

GENERAL CONFORMITY

The bids shall conform generally to the specifications and terms & conditions given in the bid document. Bids shall be liable for rejection in case the materials/services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.

(I) BID REJECTION CRITERIA (BRC)

(A) 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 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. Bidder should categorically confirm in the technical bid a delivery schedule within Six (06) weeks, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Six (06) weeks after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.**

(B) FINANCIAL CRITERIA:

- 1.0 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum **US\$ 17,900.00 or INR 12.50 Lakhs** during any of the preceding 03 (three) financial years reckoned from the original bid closing date.
- 2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender (i.e. FY 2018-19).
- 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 certifying that 'the balance sheet/Financial Statements for the financial year 2018-19 has actually not been audited so far'.**

Note:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

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

OR

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

- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

(C) COMMERCIAL

Commercial Bid Rejection Criteria will be as per Section D of General Terms & Conditions of Global Tender (MM/GLOBAL/E-01/2005) with following Special Bid Rejection Criteria.

- 1.0 Bids are invited under **Single Stage Composite Bid System**. Bidders shall quote accordingly under Single Stage Composite Bid System.
- 2.0 The prices offered shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.
- 4.0 Bids containing incorrect statement shall be rejected.
- 5.0 Validity of the bid shall be **minimum 90 days** from the date of Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 Bid security in ORIGINAL of shall be furnished as a part of the TECHNICAL BID. Any bid not accompanied by a proper bid security in ORIGINAL will be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 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 Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of 18 months from the date of shipment/dispatch or twelve (12) months from the date of successful commissioning of the item at destination, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier’s expenses at no extra cost to OIL.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten (10%) of total evaluated value of Order, which should remain valid throughout the period execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders

should undertake in their bids to submit Performance Security as stated above.

9.0 All the tendered items are to be procured from the same source; hence bidders are requested to quote accordingly for all the items, else their bid will be rejected straightway.

10.0 Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below:

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

(A)	Basic Material Cost :
(B)	Packing & FOB Charges:
(C)	Total FOB Port of Shipment value, (A+B):
(D)	Ocean Freight Charges upto Kolkata, India:
(E)	Banking & Insurance Charges @ 1.5% on Total FOB Value vide (C) above:
(F)	Total CIF Kolkata value, (C + D + E):
(G)	IGST @ 5% on (F):
(H)	Compensatory Cess on (G), If any:
(I)	Total CIF + IGST Value (F + G + H):
(J)	Grand Total value in words:
(K)	Gross Weight :
(L)	Gross Volume :

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

(A)	Basic Material Cost :
(B)	Packing and Forwarding Charges:
(C)	Total Ex-works value, (A + B) above:
(D)	GST @ 5% on (D) above:
(E)	Compensatory Cess, If any on (D) :
(F)	Total FOR Despatching Station value (C + D +E):
(G)	Inland Freight Charges upto Duliajan, Assam including GST :
(H)	GST included Transit Insurance Charges @ 0.5 % of (F):
(I)	Total FOR Duliajan value, (F + G + H) above :
(J)	Grand Total value in words:
(K)	Gross Weight :
(L)	Gross Volume :
(M)	Import Content, if any:

Note : i) Please indicate HSN Code of the quoted material. Cost of individual

items must be shown separately as called in the Price Bid Format (SUMMARY), above.

ii) 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.

iii) The items covered under this enquiry shall be used by OIL in the PEL/ML areas and hence, applicable customs duty for import of goods shall be nil as per prevailing govt. policy. However, IGST @5% shall be applicable during import.

IGST /Concessional GST @5% shall be applicable for Indigenous bidders also. Indigenous bidders must quote Deemed Export prices. OIL will issue Project Authority Certificate (PAC) under Deemed Export benefit, where import content is declared by the bidder for availing Advance Licence for intermediate Supply. However, Indian bidders will not be issued Recommendatory Letter towards import, but EC will be provided by OIL for concessional GST @5% on the finished product.

11.0 Bidder shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- i) Liquidated Damages
- ii) Warranty/Guarantee of material
- iii) Arbitration / Resolution of Dispute
- iv) Force Majeure
- v) Applicable Laws

(II) BID EVALUATION CRITERIA (BEC)

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 shall be considered for further evaluation as per General Terms and Conditions for Global Tender and the Bid Evaluation Criteria given below:

- 1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided under (I), (C), BRC Commercial Para 11.0 and detailed below.
- 2.0 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.
- 3.0 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.

- 4.0 To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made as under, subject to corrections / adjustments, if any.

4.1 When only foreign bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in para **11.0, (i), (I) of BRC Commercial** above.

NOTE: *Banking charge in the country of the foreign bidder shall be borne by the bidder. Banking charge 1% for payment through Letter of Credit. If confirmed L/C at buyer's account is required, 1.5 % will be loaded.

4.2 When only domestic bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in para **11.0, (ii), (I) of BRC Commercial** above.

4.3 When both foreign and domestic bidders are involved:

The Grand Total Value of domestic bidder **as per para 11.0, (ii), (I) of BRC Commercial excluding (G + H) i.e** Grand Total Value of domestic bidder excluding inland transportation charges including GST and Insurance charges including GST worked out as above and Grand Total Value of the foreign bidder worked out **as per para 11.0, (i), (I) of BRC Commercial** will be compared.

Note: When more than one domestic bidders fall within price preference range, inter-se-ranking will be done on Grand Total Value basis. If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

- 5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the BEC/BRC mentioned here contradicts the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.

COMMERCIAL CHECK LIST

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

(A)COMMERCIAL CHECK-LIST

Sl#	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Composite Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	
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 ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format Sent separately? If YES, provide details	Yes / No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 90 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of Payment Terms as per NIT general terms and conditions covered under "MM/GLOBAL/E-01/2005" ?	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule indicated in the tender?	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No

7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
9.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance) ?	Yes / No
9.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	Yes / No
10.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
10.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
10.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
11.0	Whether all BRC/BEC clauses accepted ?	Yes / No
12.0	Whether all Financial documents as per BRC Financial have been uploaded?	Yes / No

Signature _____

Name _____

Designation _____

B) TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Mention Make and Model of the Items quoted	
02	Mention Bid validity quoted	
03	Mention Payment Terms quoted	
04	Mention Guarantee/Warranty Terms quoted	
05	Mention Delivery Period quoted	
08	Mention Port of Despatch / Despatching Station	
09	Confirm submission Integrity pact, if required as per NIT	
10	Confirm submission PBG, if required as per NIT	
11	Compliance to: a) Liquidated Damage b) Warranty/Guarantee c) Arbitration/Resolution of Dispute d) Force Majeure e) Applicable laws	
12	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTARD ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the bidder) for the last three (3) completed accounting years upto..... **(as the case may be)** are correct

YEAR	TURNOVER In INR (Rs.) Crores/ US \$ Million) *	NET WORTH In INR (Rs.) Crores / US \$ Million) *

*Rate of conversion (if used any): USD 1.00 = INR

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

***Applicable only for GLOBAL tenders**

Technical Evaluation Matrix (Technical Specifications)

ANNEXURE-V

Sl. No.	Clause No of Tender Document:Technical Specification/ Scope of Work	Description Bidders Remarks Complied/ Not Complied/ Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance
	SCOPE OF SUPPLY & EQUIPMENT DESCRIPTION:		
	Rotational Viscometer is required for the Rheology determination of Drilling Fluids. Rotational Viscometer is the most robust type of instrument for the measurement of Mud Rheology		
A	Features:		
1	The Rotational Viscometer shall be dial reading instruments with minimum eight (08) speed design for measuring viscosity and gel strength		
2	The Rotational Viscometer shall be Couette Coaxial cylinder Rotational Viscometers		
3	The Rotational Viscometer shall conform to API Specification RP 13B.		
4	Packed in Hard Plastic Carrying Case		
5	The Supplier shall provide necessary factory calibration certificate along with the supply of instrument.		
B	Specifications:		
1	The Rotational Viscometer shall have minimum 8-speed option viz. 3, 6, 30, 60, 100, 200, 300, 600 rpm.		
2	The Rotational Viscometer shall be suitable for operation on 230 VAC, 50/60Hz. In case the power requirement for the instrument is less than 230 V, then a step down transformer shall be provided without additional cost.		

3	Viscosity: 0.5 to 10,000,000 Centipoise		
4	Resolution: 1 dyne/cm ² to 10 dyne/cm ² based on spring selection		
5	Accuracy: ±1% of torque span or better		
6	Temperature: Ambient		
7	Pressure: Atmospheric Pressure		
8	The unit shall be complete with:		
	I. Bob: B1, 01 No. (Wetted Material: Stainless Steel SS-303) II. Rotor Sleeve, R1, 01 No. (Wetted Material: Stainless Steel SS-303) III. Torsion Spring Assembly: F1 IV. Stainless Steel Sample Cup: 01 No V. Sample size: 35-150 ml VI. Thermo cup (Withstand minimum 50 deg): 01 No VII. Any other requisite spares/consumables for immediate installation and commissioning		
C	Calibration:		
	01 No. of Calibration test kit and Calibration fluids - 50 cp & 100 cp to be supplied along with the order		
D	Special terms and conditions		
1	The unit shall be complete with all other essential operating accessories and sufficient amount of spares required for smooth efficient running and immediate commissioning after receipt at Chemical Department, Duliajan, Oil India Limited. A declaration by the OEM or the authorised dealer shall be provided mentioning the same.		
2	2. The items shall be brand new, unused & of prime quality. Also the party has to confirm to provide warranty that the product supplied will be free from all defects & fault in material, workmanship & manufacturing and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of receipt/commissioning. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. The bidder must confirm the same while quoting.		

3	3. Installation and Commissioning of the instrument shall be carried out by the supplier without any additional cost to OIL in the presence of Laboratory Representatives at Chemical Department, Oil India Limited, Duliajan, Assam, India. OIL will give 14 days advance notice upon receipt of materials for Supplier to take up Installation and Commissioning at site. During Installation and Commissioning, supplier shall demonstrate all specifications and operations.		
4	WARRANTY/GUARANTY: The Vendor shall provide warranty for a period of minimum 18 months from the date of shipment or 12 months starting from the date of successful commissioning whichever is later. During warrantee period if any item of the offered system fails or performance of the offered system is not satisfactory, vendor shall have to replace /rectify the same within 30 days from the date of intimation by OIL, without any financial implication to OIL. Courier charges, transportation and taxes for supplying the spares upto OIL premises to be borne by the vendor.		
5	All visits including transport to and fro journey to Duliajan and accommodation at Duliajan by suppliers's personnel for warranty related work shall have to be borne by the successful bidder. Warranty certificate to be provided along with the equipment.		

Technical Evaluation Matrix (BEC/BRC)

	<u>BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)</u>	Compliance / Non-Compliance
	<u>GENERAL CONFORMITY</u>	
	The bids shall conform generally to the specifications and terms & conditions given in the bid document. Bids shall be liable for rejection in case the materials/services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.	
	<u>BID REJECTION CRITERIA (BRC)</u>	
	TECHNICAL:	
(A)		
1.0	<u>BIDDER'S ELIGIBILITY:</u>	
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	<u>IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):</u>	-
	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	<u>IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:</u>	
	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 preceding 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 alongwith 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)	FINANCIAL CRITERIA:	-
1.0	Annual Turnover: The bidder shall have an annual financial turnover of minimum US\$ 17,750.00 or INR 12.50 Lakhs during any of the preceding 03 (three) financial years reckoned from the original bid closing date.	
2.0	"Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender (i.e. FY 2018-19).	
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 certifying that 'the balance sheet/Financial Statements for the financial year 2018-19 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 bid:-</p> <p>i) Audited Balance Sheet alongwith Profit & Loss account. In case of Foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p style="text-align: center;">OR</p> <p>ii) 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 <u>ANNEXURE-IV</u>.</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.	
4.0	In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.	
C)	<u>COMMERCIAL:</u>	-
	Standard commercial BRC as applicable to be included. Additionally following clause to be included at the end:	
1.0	Bidder shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:	
	i) Liquidated Damages	
	ii) Warranty/Guarantee of material	
	iii) Arbitration / Resolution of Dispute	
	iv) Force Majeure	
	v) Applicable Laws	

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:

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
The HOD-Materials
Materials Deptt,
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

******* END OF THE DOCUMENT*******