

Bid Document

Bid Details	
Bid End Date/Time	23-03-2022 18:00:00
Bid Opening Date/Time	23-03-2022 18:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	1
Item Category	AUTOMATIC FLASH POINT TESTER (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Annual Maintenance Charges Required	Yes
Time allowed for Technical Clarifications during technical evaluation	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

Bid Details	
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	20

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

GM-FA

Oil India Limited, Duliajan Assam - 786602 Ph: 0374 2808705 (Direct). Details of Beneficiary : OIL INDIA LIMITED
Bank Name :HDFC BANK LIMITED Branch Name :Duliajan Bank Account No. :21182320000016 Type of Account :Current Account IFSC Code :HDFC0002118 MICR Code:786240302 SWIFT Code :HDFCINBBCAL NOTE: THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS: a. (i)"MT 760 /MT760COV FOR ISSUANCE OF BANK GUARANTEE (ii) "MT 760 / MT 767 COV FOR AMENDMENT OF BANK GUARANTEE THE ABOVE MESSAGE / INTIMATION SHALL BE SENT THROUGH SFMS BY THE BG ISSUING BANK BRANCH TO HDFC BANK, DULIAJAN BRANCH, IFS CODE - HDFC0002118; SWIFT CODE - HDFCINBBCAL. BRANCHADDRESS: HDFC BANK LIMITED, DULIAJAN BRANCH, UTOPIA COMPLEX, BOC GATE, JAYANAGAR, DULIAJAN, DIBRUGARH, PIN - 786602." b. THE SUPPLIERSHALL SUBMIT TO OIL THE COPY OF SFMS MESSAGE AS SENT BY THE ISSUING BANK BRANCH ALONG WITH THE ORIGINAL BANK GUARANTEE. Contact person: Tushar Ranjan Dutta, Manager Materials, Ph: 03742808705.
(Gm-fa)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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Details of the Competent Authority for MII

Name of Competent Authority	Rupak Kalita(Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
Designation of Competent Authority	GM(C&P),Corporate Office (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
Office / Department / Division of Competent Authority	OIL, C&P (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
CA Approval Number	OIL 62/C&P/267/2020 (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
Competent Authority Approval Date	23-02-2022

Brief Description of the Approval Granted by Competent Authority

Oil India Limited has adopted Purchase Preference policy linked with Local Content issued by MOPNG vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and the original policy was approved by the Cabinet. This policy is applicable for tender value more than Rs. 1.0 Crore to treat the local supplier as Class I, Class II and Non Local Supplier and to extend the benefit of purchase preference accordingly as per policy.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference

MSE Purchase Preference

Yes

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

2. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

AUTOMATIC FLASH POINT TESTER (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Annual Maintenance	
Warranty of required product	1 Year
Annual Maintenance Charges Duration (Post Warranty)	3 Year
Annual Maintenance Charges Frequenecy	Bi-annually

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	1%
Number of days allowed for ICT after site readiness communication to seller	30 Days

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	1	180

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Tender document View	Tender document	AUTOMATIC FLASH POINT TESTER(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Terms and Conditions

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. Warranty

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

6. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

7. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

8. **Generic**

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST : 5%

Notification No.and date : 03/2017 dated 28/06/2017

9. **Generic**

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within 120 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

Additional Clause For Annual Maintenance Charges

1.AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.

2. GST shall be included in the AMC Charges quoted.

3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

- 3.1.1** AMC charges for first year after warranty period – Percentage to be indicated- A1.
- 3.1.2** AMC charges for second year after warranty period – Percentage to be indicated A2.
- 3.1.3** AMC charges for third year after warranty period – Percentage to be indicated A3.
- 3.1.4** AMC charges for fourth year after warranty period – Percentage to be indicated A4.
- 3.1.5** AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 10% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 3% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

ANNEXURE – AA

Ref: PR No. 1422490

Sl.	TECHNICAL SPECIFICATIONS
10	<p data-bbox="277 383 845 416"><u>AUTOMATIC FLASH POINT TESTER</u></p> <p data-bbox="277 454 1544 562">To measure the Flash Point of Petroleum/Petroleum products by automatic detection of flash using the principle of measuring the instantaneous pressure increase inside the continuously closed chamber due to occurrence of flame.</p> <p data-bbox="277 600 1544 674">Measurement according to ASTM D 6450 and D 7094 with the following features and specifications.</p> <p data-bbox="277 712 735 786">Features: Portable stand-alone unit Fully automatic, fast measurement</p> <p data-bbox="277 824 1050 857">Flash Point Temperature Range : 10-400 degree C or better.</p> <p data-bbox="277 857 628 891">Sample Volume : < 10 ml</p> <p data-bbox="277 891 767 925">Temperature Accuracy : +/- 0.2 deg.C</p> <p data-bbox="277 925 703 958">Type : Continuously closed cup</p> <p data-bbox="277 958 1177 992">Ignitor : Controlled high voltage electric arc instead of an open flame</p> <p data-bbox="277 992 1506 1066">Temperature Control: Built-in Peltier Temperature controlled cooling for rapid cool down after the test</p> <p data-bbox="277 1066 1417 1099"># RS 232 interface and PC communication software for storing and recalling test results.</p> <p data-bbox="277 1099 1038 1133"># Automatic calibration of pressure and temperature sensor</p> <p data-bbox="277 1133 703 1167"># Display # Alpha Numeric LCD</p> <p data-bbox="277 1167 1358 1240"># Flash Point indication : Microprocessor controlled programmable, with end point indication by audible alarm & display of results.</p> <p data-bbox="277 1279 464 1312">Special Notes:</p> <p data-bbox="277 1350 1544 1424">i) The unit shall be complete with all other essential operating accessories required for smooth, efficient running and immediate commissioning after receipt at Duliajan</p> <p data-bbox="277 1462 1544 1536">ii) Necessary spares for two years trouble free operation should be quoted separately with price details and should not be combined with the main equipment.</p> <p data-bbox="277 1574 1544 1648">iii) Adequate Calibration certificates (traceable to NABL or any other recognized calibration agency) should be submitted by the supplier at the time of delivery.</p> <p data-bbox="277 1686 1544 1760">iv) The supplier or their authorized service engineer(s) shall install and commission the equipment at Chemical Laboratory Duliajan, Assam, India.</p> <p data-bbox="277 1798 1544 1872">v) The party should quote for the cost of Annual Maintenance contract for a period of three years after the successful commissioning of the equipment and after the warranty period.</p> <p data-bbox="277 1910 1485 1944">vi) The supplier shall provide (in the event of order) the following manuals along with supply</p>

	<p>a) Operation Manual containing principle of operation,detailed installation and set up instructions etc (Both soft as well as hard copies-2 nos.)</p> <p>b) Maintenance and Troubleshooting manual(Both soft as well as hard copies-2 nos etc.)comprising of Circuit Diagrams, PCB details, detailed troubleshooting guide, spare parts list,consumables etc.</p>
20	<p><u>Installation/Commissioning & Training:</u></p> <p>a) The successful bidder shall install and commission the equipment at Chemical Department, Oil India Ltd., Duliajan, Assam, India-Pin: 786602 by their competent service engineer (s). The party shall demonstrate all specification and operation at the time of installation.</p> <p>b) The supplier shall replace defective parts if found any, during installation or during the warranty period. This replacement shall be done within a month's time at supplier's cost.</p> <p>c) The supplier's service engineer must demonstrate the performance of the system as specified in the offer and also must provide training to OIL's technical/scientific staff on operation, application and trouble shooting of the system after installation. Basic instrumentation drawings/ configuration, manuals are to be supplied along with the unit for ready reference.</p> <p>d) Installation / commissioning & Training charges if any must be quoted separately as per provision of the tender in Gem portal.</p>
30	<p><u>Annual Maintenance Contract:</u></p> <p>a. OIL reserves the right to enter into a Non-Comprehensive AMC for a period of 03years after the expiry of Warranty Period. Non-comprehensive AMC rate for three years, after the warranty period, should be quoted and it will be considered for Bid evaluation.</p> <p>b. While quoting for AMC the bidder should consider two nos. of preventive maintenance visits per year and breakdown visits (free of cost) as and when required. The bidder shall be responsible for supplying the required spares and OIL shall reimburse the amount as per the actual price (in case of non-comprehensive AMC only). In case of breakdown visit(s), the bidder must come to attend the equipment to make it operational within 15(fifteen) days after receiving the intimation.</p> <p>c. Payment: Payment of AMC charge will be made after execution of preventive maintenance visit on production of invoice.</p> <p>d. The AMC cost shall include all to & fro fares, boarding/lodging and other expenses during AMC visits.</p>
40	<p>NOTE FOR BIDDERS:</p> <p>1. The unit shall be complete with all other essential operating accessories required for smooth, efficient running and immediate commissioning after receipt at OIL, Duliajan. The manufacture has to quote for state of art technology-based instrument of latest model, meeting our requirements and should not quote a model which is obsolete or about to obsolete.</p> <p>2. Essential Consumable parts to be supplied along with the unit: The bidders are requested to quote for their recommended essential spares & consumables for one-year normal operation, and also tools and essential accessories required for the functioning of the equipment which are required to be supplied along with the equipment. The prices of these items should be included in the basic price of the equipment (The prices of essential spares, consumables, tools and accessories are not</p>

	<p>to be shown separately). The list of above said essential spares, consumables, tools & accessories with quantity against each item should be furnished in the techno-commercial bid.</p> <p>3. Necessary spares for another two years trouble free operation should be quoted separately with price details and should not be combined with the main equipment and that shall not be considered for bid evaluation. The list should be should be uploaded in the price bid only. No prices should be mentioned in the techno-commercial bid.</p> <p>4. Adequate Calibration certificates (traceable to NABL or any other recognized calibration agency) should be submitted by the supplier at the time of delivery.</p> <p>5. Name plate/ Marking details: Following information shall be securely stamped / stenciled on the body of the equipment / item or through a metallic plate tagged on the equipment / item.</p> <p>a. Manufacturer's Name:</p> <p>b. Model No.:</p> <p>c. Serial No:</p> <p>d. Date / Year of Manufacture:</p> <p>e.Oil India Purchase Order No with date.</p> <p>f. Any other relevant information (if any)</p> <p>6. The supplier shall provide (in the event of order) the following manuals along with supply</p> <p>a) Operation Manual containing principle of operation, detailed installation and set up instructions etc (Both soft as well as hard copies-2 nos)</p> <p>b) Maintenance and Troubleshooting manual(Both soft as well as hard copies-2 nos etc.)comprising of Circuit Diagrams, PCB details, detailed troubleshooting guide, spare parts list, consumables etc.</p> <p>7. Supply and availability of the spares & consumable of the offered model has to be assured for at least 10 years from the date of installation.</p> <p>8. The vendor should give Technical compliance for each item / point as mentioned in technical specifications and terms and conditions in their offer as well as in separate sheet also.</p> <p>9. Packing: Item should be strictly packed in sturdy, durable & weather proof packing to avoid any transit damage.</p> <p>10. After Sales Service & Spares:</p> <p>(a) The vendor should provide list of consumables and all the spare parts required for smooth functioning of the equipment.</p> <p>(b) The vendor should provide a catalogue of spares and consumables with their parts number, description and unit price along with utility along with the equipment</p> <p>(c) The supplier should also provide Tool kit containing essential tools required for repair and maintenance with the apparatus.</p> <p>(d) The supplier should provide all the essential accessories required to make it a self-sufficient unit and to meet all the functionality of the equipment.</p> <p>11. Guarantee/Warrantee: The items shall be brand new, unused & of prime quality. Also, the bidder 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 12 months from date of commissioning of the item in</p>
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	<p>Chemical Department, Duliajan, Oil India Limited. The defective materials within the period of 12 months from the date of commissioning of the item, if any, rejected by us shall be replaced by the supplier at their own expense. The bidder must confirm the same while quoting.</p> <p>12. The bidder must submit Annexure-BB (BEC/BRC Matrix) & Annexure-CC (Commercial Check List) alongwith the offer.</p>
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ANNEXURE - BB

BID EVALUATION CRITERIA/ BID REJECTION CRITERIA

BEC / BRC EVALUATION MATRIX (TO BE FILLED IN BY BIDDER DULY SIGNED)			
BID EVALUATION CRITERIA			
Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation / Not Applicable)	TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
Technical Criteria:			
I	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.		
1.0	BIDDER'S ELIGIBILITY:		
1.1	The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s). OR The bidder should be authorized dealer/ authorized distributor/authorized supplier/		

	wholly owned subsidiary of an Original equipment Manufacturer (OEM) of the tendered item(s) 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: <ul style="list-style-type: none"> (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. (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 flowing 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	<p>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:</p> <ul style="list-style-type: none"> (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. (v) Any other documents which shall prove that the bidder has successfully executed such order (s). <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	<p>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.</p> <p><u>NOTES TO BIDDER:</u></p> <p>a. Authorization letter must be issued on the</p>		

	<p>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.</p> <p>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.</p> <p>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.</p>		
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.		

Financial Criteria			
1.0	Annual Turnover: The bidder shall have an annual financial turnover of minimum INR 15,00,000.00 during any of the preceding 03 (three) financial years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not.		
2.0	"Net Worth" of the bidder must be positive for the financial/accounting year just proceeding to the original Bid Closing Date of the Tender (i.e., Year 2020-21).		
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 (ref. Proforma-6) certifying that 'the balance sheet/Financial Statements for the financial year 2020-21 has actually not been audited so far'.</p> <p>Note:</p> <p>a) For proof of Net worth any one of the following document must be submitted along with the technical bid:-</p> <p>i) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in Proforma-7.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>		
4.0	In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or		

	US\$, then 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\$.		
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 submit its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:</p> <ul style="list-style-type: none"> i) Turnover of the parent/ ultimate parent/ holding company should be in line with Para 1.0 above. ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with Para 2.0 above. iii) Corporate Guarantee (as per Proforma-8) on parent / ultimate parent/ holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them. iv) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company. 		

ANNEXURE-CC

COMMERCIAL CHECKLIST:

Sl.	REQUIREMENT	COMPLIANCE
1.0	Whether quoted as manufacturer?	Yes / No
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	Yes / No
2.1	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?	Yes / No
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
2.3	Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.	Yes / No
3	Name of Manufacturer	
4	Local content amount and percentage. Details of locations at which the local value addition is made.	
5	Name, Address, Phone No & E-mail id of Bidder.	

PROFORMA – 6

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

Ref: Clause No. B - Financial Criteria of the BEC

Tender No.: _____

**I the authorized signatory(s) of
..... (Company or firm name with address) do hereby solemnly affirm and
declare as under:-**

**The balance sheet/Financial Statements for the financial year _____ (as the case
may be) has actually not been audited as on the Original Bid closing Date.**

Place :.....

Date :.....

Signature of the authorized signatory

Note: This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

PROFORMA - 7

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTERED 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	TURN OVER 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

NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.

PROFORMA – 8

**PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS
FINANCIAL STANDING (Delete whichever not applicable)**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s(mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office atherein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

6. The Guarantor represents that:

- (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
- (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
- (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
- (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable)	for and on behalf of (Bidder)
--	----------------------------------

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.