



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

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Tender No. & Date: SDG5538P18/07 Dated: 23.08.2017

Tender Fee : INR 6,000.00 OR USD 100.00

Bid Security Amount : INR 75,200.00 OR USD 1,160.00

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

Period of Sale of Bid Documents : **From 15.09.2017 to 25.10.2017; 15:30 Hrs (IST)**

Bid Closing on : **01.11.2017 (at 11.00 Hrs. IST)**

Bid Opening on : **01.11.2017 (at 14.00 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 **01.05.2018**

Performance Guarantee : **Applicable @ 10% of Order value**

Integrity Pact : **Not Applicable**

List of Annexures Applicable : Annexure-I–Specification and various notes to bidders

Annexure- II- Bid evaluation Criteria

Annexure- III - Check List (Commercial)

Annexure-IV - Certificate of Annual turnover & Net Worth

Annexure-V – Technical Evaluation Matrix (Technical specifications)

Annexure – VI - Technical Evaluation Matrix (BEC)

OIL INDIA LIMITED invites Global Tenders for items detailed below:

| Item No. | MATERIAL DESCRIPTION | QTY. | UOM |
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| <u>10</u> | <p>(Scope-Procurement and installation of Extreme Pressure Lubricity Tester -02 Nos)</p> <p>A.0 Specifications:</p> <p>1)EP (Extreme Pressure) Lubricity Tester is a sophisticated instrument designed to measure the lubricating quality of drilling fluids and lubricating additives by simulating the speed of rotation of the drill pipe and the pressure with which the pipe bears against the wall of the bore hole.</p> <p>2)The lubricity test measures fluid resistance (lubricating character) between two hardened steel moving surfaces at 100 pounds force (which translates into a 5,000 to 10,000 psi or 34,470 to 68,940 kPa) pressure on the intermediate fluid film.</p> <p>3)The extreme pressure test which produces an indication of the film strength of the fluid being tested shall be performed by applying a measured force to a torque-sensitive bearing cup with the torque arm.</p> <p>4)The unit shall have conveniently replaceable block and ring fitting for performing lubricity/extreme pressure tests.</p> <p>5)Power Supply: 220 +/- 10 V, 50 Hz single phase AC</p> <p>6)Operating temperature: 0 to 50 degC</p> <p>7)Relative Humidity: Up to 95 %</p> <p>8)Result reading: Manual or digital display</p> <p>9)Operation Control: Manual with switch/keypad or software controlled</p> <p>10)Motor: 90 V DC Suitable motor to transmit 60 rpm on 150 inch pound and 1000 rpm on 350 inch pounds load. The motor shall be suitable to work continuously without overheating for a period of minimum 8 hours.</p> <p>11)Speed range: 0-1000 rpm with least count 20 rpm</p> <p>12)Speed control: Through digital control panel/software or manually with speed control knob</p> <p>13)Main Shaft: Main shaft made of stainless steel shall be fitted on bearings from both sides and suitable to withstand torque up to 350 inch pounds</p> | 02 | Nos. |

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| | <p>14)Lubricity/film strength meter: The meter shall be calibrated in rpm/torque to measure speed/torque with the help of mode selection switch</p> <p>15)Torque Arm: The torque arm shall be provided with torque meter and shall be suitably designed for convenient loading/unloading of the test rings</p> <p>16)Torque: 600 inch pounds maximum</p> <p>17)Sample cup: One sample cup made of corrosion resistance stainless steel and of adequate size shall be provided with each unit</p> <p>18)Spare/Accessories: The bidder shall supply one set of following spare/accessories with each unit of the equipment.</p> <p>a)Test Ring for Lubricity Test: 10 Nos (Total 20 nos for two sets)</p> <p>b)Test Block for EP Test: 10 Nos (Total 20 nos for two sets)</p> <p>c)Test Ring for EP Test: 10 Nos (Total 20 nos for two sets)</p> <p>d)Test Block for Lubricity Test: 10 Nos (Total 20 nos for two sets)</p> <p>e)Measuring Magnifier: 01 No.(Total 2 nos for two sets)</p> <p>f)Maintenance Tool kit: 01 No. (2 nos for each equipment)</p> <p>g)Heat cup: 01 No.(Total 2 nos for two sets)</p> <p>h)Torque Wrench- 01 No.(Total 2 nos for two sets)</p> <p>i)Calibrated Lubricity Ring- 01 No.(Total 2 nos for two sets)</p> <p>j)Calibrated Lubricity Block- 01 No.(Total 2 nos for two sets)</p> <p>k)Any other accessories including power chord/adapter, RS232/USB cable required for immediate commissioning of each unit of the equipment.</p> <p>B.0 Documentation: The bidder shall submit the following documents</p> <p>(i) Along with the offer:</p> <p>1)Technical literature/brochure of the offered product</p> <p>2)Repair facilities available in India with their addresses and active e-mail</p> | | |
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| | <p>3)List of spares/consumables with price list for two years trouble free operation of the equipment from the date of installation. The price of the consumables/spares will not be considered for bid evaluation.</p> <p>4)Technical evaluation sheet for BRC/BEC and 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.</p> <p>ii)Along with the supply of each unit of the equipment:</p> <p>1)Hard copies as well as soft copies of operational and maintenance manuals- 01 set</p> <p>2)Hard copies as well as soft copies Service and repair manual- 01 set</p> <p>3)Necessary calibration certificate of the equipment.</p> | | |
| <u>20</u> | Installation & Commissioning for Item No. 10 above | 1 | AU |

AA:: Special Terms & Conditions :

1. The items shall be brand new, unused & of prime quality. Also confirm to provide warranty 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 12 months from date of commissioning. The defected materials, if any, shall be replaced by the supplier at their own expense. The bidder must confirm the same while quoting.

2. Installation & Commissioning and Training:

Installation and commissioning of the total system & training is in vendor's scope. Vendor is to consider the following points in respect of installation and commissioning activities.

2.1. The successful bidder shall install and commission the equipment at Chemical Department, Oil India Ltd., Duliajan, Assam, and India by their competent service engineer within 15 days after receipt of advice from our end. The party shall demonstrate all specification and operation at the time of installation.

2.2. 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.

2.3. Installation / commissioning & training charges if any must be quoted separately on lump sum basis which shall also be considered for evaluation of the offers. In case if charges are not quoted it will be considered to have been included in the total cost.

2.4 Transportation and lodging/boarding expenses of Service Engineer (s) deputed for Installation/Commissioning and Training shall be borne by the supplier. However, OIL may provide accommodation on request on chargeable basis to the personnel at the time of commissioning /installation of the equipment.

NOTE: Delivery Clause: "Bidder should categorically confirm in the technical bid a delivery schedule within 3 MONTHS, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within 3 MONTHS after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected."

BB:: General Notes for e-tender :

- 1.0 Tender Fee – Tender fee must be paid online through OIL's payment gateway only and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.**
- 2.0 Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.**
- 3.0 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 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 DGM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.
 - a) Original Bid Security along with two duplicate copies of Bid Security.**
 - b) Any other documents which have been particularly asked for in this tender for submission.**
- 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 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 the rejection of its offer without seeking any clarifications.
- 8.0 All the Bids must be Digitally Signed using “Class 3” digital certificate (*e-commerce application*) with organisation names 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.
- 9.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 10.0 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”.

Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.

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| Notes and Attachments |
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➔ Only Price Details Should Be Uploaded

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| Technical attachments |
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➔ All technical bid documents except price details

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “ **New Vendor Manual (effective 12.0.2017)** ” available in the login Page of the OIL’s E-tender Portal.



Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

Important Note for New Portal Users:

[Click here to View Comptability Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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- 11.0 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.
- 12.0 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.
- 13.0 Quantity of Individual item may be increased or decreased 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.
- 14.0 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 shall prevail.
- 15.0 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.

- 16.0 Original Bid Closing Date shall be considered by OIL for evaluation of BEC Criteria in case of any extension of the original bid closing date.
- 17.0 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.
- 18.0 Payment terms: Payment shall be released as follows :
- 1) 70% of the order value shall be paid against proof of dispatch/shipment of the goods.
 - 2) Balance 30% of the order value along with installation / commissioning charges, shall be paid after successful commissioning, training and acceptance of the unit by OIL.
- 19.0 Liquidated Damage: Refer to “General Terms & Conditions” for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)
- 20.0 Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the new clause is detailed in the Amendment dated 25.04.2016 issued to MM/GLOBAL/01/2005. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Bidders to note the same and to confirm its acceptance in their offers.

The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:

- a. (i) “MT760/ MT760 COV for issuance of bank guarantee
(ii) MT767/ MT767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin-786602.

- b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

- 21.0 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 plus IGST during import will be applicable. Indigenous bidder shall be eligible for concessional rate of IGST against Essentiality Certificate for invoice valuing 10 lakh and above.

In the event of an order on Indigenous bidder, OIL will issue Project Authority Certificate (PAC), where import content is declared by the bidder for availing Custom Duty benefit on the import content. Supplier shall affect dispatch only on receipt of these certificates from OIL, failing which all related liabilities shall be to Supplier's account.

Bidders are advised to go through the Govt. Of India, Custom Notification No. 50/2017-Custom dtd. 30.06.17 and Finance Department of Revenue Notification No. 3/2017 dated 28/06/2017 prior to bid submission.

CC :: CLAUSES RELATED TO GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 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-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. **When Input tax credit is available for Set Off**

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

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

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

DD :: PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)

Purchase preference policy (linked with Local Content) (PP-LC) is applicable to this tender and may refer to Annexure-PPLC in this regard in addition to the clauses mentioned hereunder:

- a) Ministry of Petroleum & Natural Gas, Government of India implemented PP-LC Policy

to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd. 25.04.2017.

- b) As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. Bidders seeking Purchase preference (linked with Local Content)(PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide MOPNG notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).
- c) In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.
- d) Price Break-up: The bidder shall provide break up of "Local component" and "Imported Component" along with their price bid.
- e) Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____."

- f) Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL's tender No. _____ by M/s _____ (Name of the bidder)."

- g) Failure to submission of documents as mentioned in d), e) & f) above will be treated as "Calculation of LC is not verifiable, the value of LC of the said component shall be treated as NIL" and hence will not be eligible for PP-LC.
- h) At the time of bidding, the bidder has to confirm in their bid for submission/ complying the following in the event of order:
 - i) In case of procurement of goods under PP-LC, the LC content may be calculated by the supplier and the verification of the procurement of goods, service shall be carried out by a Statutory Auditor engaged by the bidder.

ii) The supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met, issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured.

iii) The local content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

iv) A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price. View this, the supplier shall confirm in their bid for submission of PBG (PBG-PPLC) of 10% of the contract value which shall be valid throughout the execution of the contract(format as provided vide the notification). This PBG-PPLC is in addition to the PBG, which is required to be submitted by the successful bidder as per OIL's general terms & condition. **Bidders to provide an undertaking complying to the submission of additional PBG along with their bid, in case of availing PPLC benefit.**

v) Bidders should note that PP - LC shall not be available in case of procurement of goods /services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP).

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.

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.
- (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 preceding 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 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.
- (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

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

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

NOTES TO BIDDER:

a. Authorization letter must be issued on the official letter head of the OEM clearly mentioning the status of Bidder i.e., whether 'authorized dealer' or 'authorized distributor' or 'authorized supplier' or wholly owned subsidiary of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway.

b. Authorization letter issued by the OEM in any other form such as Direct Channel Partner /Indirect Channel Partner/Channel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.

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\$ 29,000.00 or Rs 18,80,000.00** during any of the preceding 03 (three) financial years reckoned from the original bid closing date of the tender.

2.0 "Net Worth" of the bidder should be positive for the preceding financial/ accounting year.

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 FY 2016-17 (As the case may be) has actually not been audited so far'.

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

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

OR

ii) Audited Balance Sheet along with Profit & Loss account.

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. 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 of US \$ 1,160.00 or Rs. 75,200.00** shall be furnished as a part of the TECHNICAL BID (refer Clause Nos.9.0 & 12.0 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)). 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 12 months from the date of commissioning 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 Bidders are required to submit the summary of the prices in their price bids as Price Bid format (Summary), given below.

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

- (A) **Material Value for item no 10**
(bidder to indicate HSN Code):
Please indicate Unit Rate, Qty : 2 No., Total Value
- (B) **Packing & FOB Charges for item no. 10:**
- (C) **Total FOB Port of Shipment value, (A+B) above :**
- (D) **Overseas Freight Charges upto Kolkata, India for item no 10:**
- (E) **Banking & Insurance Charges @1.5% of C :**
- (F) **Total CIF Kolkata value, (C+D+E) :**
- (G) **Landing Charges @1% of F:**
- (H) **Total CIF Landed Value (F+G):**
- (I) **IGST @ 5% on H:**
- (J) **Total CIF+IGST Landed Value (H+I):**
- (K) **Installation & Commissioning Charges for item no 10, if any**
(bidder to indicate SAC Code):
Please indicate Unit Rate, Qty: 2 No., Total Value
- (L) **GST @5%, considering natural bundle for Installation & Commissioning Charges of K:**
- (M) **Total Value,(J+K+L) above :**
- (N) **Total Value in words :**
- (O) **Gross Weight & Volume for item no 10 , Port of Shipment, Country of Origin:**

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

- (A) **Material Value for item no 10**
(bidder to indicate HSN Code):
Please indicate Unit Rate, Qty : 2 No., Total Value
- (B) **Packing & Forwarding Charges for item no 10:**
- (C) **Total Ex-works value, (A+B) above :**
- (D) **IGST @ 5% on C :**
- (E) **Total FOR Despatching Station price, (C+D) above**
- (F) **Road Transportation charges to Duliajan for item no 10 including GST:**
- (G) **Insurance Charges @0.5% on C including GST:**
- (H) **Total FOR Duliajan value, (E+F+G) above :**
- (I) **Installation & Commissioning Charges for item no 10, if any**
(bidder to indicate SAC Code):
Please indicate Unit Rate, Qty: 2 No., Total Value
- (J) **GST @5%, considering natural bundle for Installation & Commissioning Charges of I:**
- (K) **Total Value,(H+I+J) above:**
- (L) **Total Value in words :**
- (M) **Gross Weight & Volume for item no 10:**
- (N) **Import Content, if any for item no 10:**

10.0 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

11.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:

- a) Validity of bid shorter than the validity indicated in the Tender.
- b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
- c) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

B. BID EVALUATION CRITERIA

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

B.1 COMMERCIAL

The bids conforming to the specifications, terms and conditions stipulated in the tender 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 in the Tender 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.

Note: 1) 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.

2) For enquiries with duty exemption benefit – The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable customs duty for import of goods shall be zero. However, IGST @5% shall be applicable. IGST @5% shall be applicable for Indigenous bidders also.

4.1 When only foreign bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in

A3. Commercial 9.0 (i) M

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 **A3. Commercial 9.0 (ii) K**

4.3 When both foreign and domestic bidders are involved:

The Total Value of domestic bidder as worked out as per para **A3. Commercial 9.0 (ii) E+I+J (i.e FOR Dispatching Station price + Installation & Commissioning adding GST @5% on it)** above and Total Value of the foreign bidder worked out as per Para **A3. Commercial 9.0 (i) M** above will be compared.

Note: 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 Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

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ANNEXURE-III**(A) COMMERCIAL CHECK-LIST**

| Sl. No. | PARAMETERS/REQUIREMENTS | BIDDER RESPONSE | REMARKS IF ANY |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| 1. | Whether Original Signed quotation submitted? | YES/NO | |
| 2. | Whether quoted as manufacturer? | YES/NO | |
| 3. | Whether quoted as authorized dealer? [To Specify] | YES/NO | |
| 4. | If quoted as authorized dealer, | | |
| 5. | (a) Whether submitted valid and proper authorization letter from manufacturer IN ORIGINAL confirming that bidder is their authorized dealer for the product offered? | YES/NO | |
| 6. | (b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted? | YES/NO | |
| 7. | Whether ORIGINAL Bid Bond (not copy of Bid Bond) enclosed with the offer? If YES, provide details | YES/NO | |
| | (a) Amount : | | |
| | (b) Name of issuing Bank : | | |
| | (c) Validity of Bid Bond : | | |
| 8. | Whether offered firm prices? | YES/NO | |
| 9. | Whether quoted offer validity of 90 days from the date of closing of tender? | YES/NO | |
| 10. | Whether quoted a firm delivery period? | YES/NO | |
| 11. | Whether quoted as per NIT (without any deviations)? | YES/NO | |
| 12. | Whether any deviation is there in the offer? | YES/NO | |
| 13. | Whether deviation separately highlighted? | YES/NO | |
| 14. | Whether agreed to the NIT Warranty clause? | YES/NO | |
| 15. | Whether Price Bid submitted as per Price Schedule? | YES/NO | |
| 16. | Whether indicated the country of origin for the items quoted? | YES/NO | |
| 17. | Whether all the items of tender quoted? | YES/NO | |
| 18. | Whether technical literature/catalogue/drawings enclosed? | YES/NO | |
| 19. | For Foreign Bidders - Whether offered FOB/FCA port of dispatch including sea/air worthy packing & forwarding? | YES/NO | |
| 20. | For Foreign Bidders – Whether port of shipment indicated? [To specify] | YES/NO | |
| 21. | For Foreign Bidders only - Whether indicated ocean freight up to C&F Kolkata port (Excluding marine insurance)? | YES/NO | |
| 22. | 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? | YES/NO | |
| 23. | Whether weight & volume of items offered indicated? | YES/NO | |
| 24. | Whether confirmed to submit PBG as asked for in NIT? | YES/NO | |
| 25. | Whether agreed to submit PBG within 30 days of placement of order? | YES/NO | |
| 26. | For Indian bidders – Whether place of dispatch indicated in the offer? [To specify] | YES/NO | |
| 27. | For Indian bidders – Whether road transportation charges up to Duliagan quoted? | YES/NO | |
| 28. | For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges? | YES/NO | |
| 29. | Whether quoted prices are exclusive of Excise duty? | YES/NO | |
| 30. | For Indian bidders only – whether import content indicated in the offer? | YES/NO | |
| 31. | For Indian Bidders only - whether all Taxes have been indicated categorically? | YES/NO | |
| 32. | Whether all BRC/BEC clauses accepted? | YES/NO | |

CERTIFICATE OF ANNUAL TURNOVER & NET WORTHTO 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 | 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

***Applicable only for GLOBAL tenders**

Technical Evaluation Sheet for Technical Specifications & Terms and Conditions of NIT

| Compliance Sheet for Extreme Pressure Lubricity Tester | | |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| A.0 | Specifications: | Compliance/ Non-Compliance/ Deviation, if any |
| 1 | EP (Extreme Pressure) Lubricity Tester is a sophisticated instrument designed to measure the lubricating quality of drilling fluids and lubricating additives by simulating the speed of rotation of the drill pipe and the pressure with which the pipe bears against the wall of the bore hole. | |
| 2 | The lubricity test measures fluid resistance (lubricating character) between two hardened steel moving surfaces at 100 pounds force (which translates into a 5,000 to 10,000 psi or 34,470 to 68,940 kPa) pressure on the intermediate fluid film. | |
| 3 | The extreme pressure test which produces an indication of the film strength of the fluid being tested shall be performed by applying a measured force to a torque-sensitive bearing cup with the torque arm. | |
| 4 | The unit shall have conveniently replaceable block and ring fitting for performing lubricity/extreme pressure tests. | |
| 5 | Power Supply: 220 +/- 10 V, 50 Hz single phase AC | |
| 6 | Operating temperature: 0 to 50 degC | |
| 7 | Relative Humidity: Up to 95 % | |
| 8 | Result reading: Manual or digital display | |
| 9 | Operation Control: Manual with switch/keypad or software controlled | |

| | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 10 | Motor: 90 V DC Suitable motor to transmit 60 rpm on 150 inch pound and 1000 rpm on 350 inch pounds load. The motor shall be suitable to work continuously without overheating for a period of minimum 8 hours. | |
| 11 | Speed range: 0-1000 rpm with least count 20 rpm | |
| 12 | Speed control: Through digital control panel/software or manually with speed control knob | |
| 13 | Main Shaft: Main shaft made of stainless steel shall be fitted on bearings from both sides and suitable to withstand torque up to 350 inch pounds | |
| 14 | Lubricity/film strength meter: The meter shall be calibrated in rpm/torque to measure speed/torque with the help of mode selection switch | |
| 15 | Torque Arm: The torque arm shall be provided with torque meter and shall be suitably designed for convenient loading/unloading of the test rings | |
| 16 | Torque: 600 inch pounds maximum | |
| 17 | Sample cup: One sample cup made of corrosion resistance stainless steel and of adequate size shall be provided with each unit | |
| 18 | Spare/Accessories: The bidder shall supply one set of following spare/accessories with each unit of the equipment. | |
| | a)Test Ring for Lubricity Test: 10 Nos (Total 20 nos for two sets) | |
| | b)Test Block for EP Test: 10 Nos (Total 20 nos for two sets) | |
| | c)Test Ring for EP Test: 10 Nos (Total 20 nos for two sets) | |
| | d)Test Block for Lubricity Test: 10 Nos (Total 20 nos for two sets) | |
| | e)Measuring Magnifier: 01 No.(Total 2 nos for two sets) | |
| | f)Maintenance Tool kit: 01 No. (2 nos for each equipment) | |
| | g)Heat cup: 01 No.(Total 2 nos for two sets) | |
| | h)Torque Wrench- 01 No.(Total 2 nos for two sets) | |
| | i)Calibrated Lubricity Ring- 01 No.(Total 2 nos for two sets) | |

| | | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | j)Calibrated Lubricity Block- 01 No.(Total 2 nos for two sets) | |
| | k)Any other accessories including power chord/adapter, RS232/USB cable required for immediate commissioning of each unit of the equipment. | |
| | | |
| B.0 | Documentation: The bidder shall submit the following documents | |
| | (i) Along with the offer: | |
| | 1)Technical literature/brochure of the offered product | |
| | 2)Repair facilities available in India with their addresses | |
| | 3)List of spares/consumables with price list for two years | |
| | 4)Technical evaluation sheet for BRC/BEC and technical | |
| | | |
| | ii)Along with the supply of each unit of the equipment: | |
| | 1)Hard copies as well as soft copies of operational and maintenance manuals- 01 set | |
| | 2)Hard copies as well as soft copies Service and repair manual- 01 set | |
| | 3)Necessary calibration certificate of the equipment. | |
| | | |
| C.0 | Special Terms & Conditions: | |
| 1 | The items shall be brand new, unused & of prime quality. Also confirm to provide warranty 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 12 months from date of commissioning. The defected materials, if any, shall be replaced by the supplier at their own expense. The bidder must confirm the same while quoting. | |
| | | |
| 2 | Installation & Commissioning and Training: | |

| | | |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 2.1 | <p>Installation & Commissioning and Training:</p> <p>Installation and commissioning of the total system & training is in vendor's scope. Vendor is to consider the following points in respect of installation and commissioning activities.</p> <p>2.1. The successful bidder shall install and commission the equipment at Chemical Department, Oil India Ltd., Duliajan, Assam, and India by their competent service engineer within 15 days after receipt of advice from our end. The party shall demonstrate all specification and operation at the time of installation.</p> <p>2.2. 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>2.3. Installation / commissioning & training charges if any must be quoted separately on lump sum basis which shall also be considered for evaluation of the offers. In case if charges are not quoted it will be considered to have been included in the total cost.</p> <p>2.4 Transportation and lodging/boarding expenses of Service Engineer (s) deputed for Installation/Commissioning and Training shall be borne by the supplier. However, OIL may provide accommodation on request on chargeable basis to the personnel at the time of commissioning /installation of the equipment.</p> | |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

ANNEXURE-VI

| | | | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| | BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC) | | |
| | GENERAL CONFORMITY | | |
| | The bids shall conform to the specifications and terms as well conditions laid out in the tender. Bids will be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, particularly the following requirements will have to be met by the bidders, without which, the offer will be considered as non-responsive and shall be rejected. | | |
| | BID REJECTION CRITERIA: | Description Bidders Remarks Complied/ Not Complied/ Deviation | Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance |
| A. | TECHNICAL: | | |
| 1.0 | Bidder's Eligibility: | | |
| 1.1 | The bidder should be an Original Equipment Manufacturer (OEM) of the tender 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 tender 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. | | |
| (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 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 | 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. | | |
| (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\$ 29,000 or Rs 18,80,000.00 during any of the preceding 03 (three) financial years reckoned from the original bid closing date of the tender. | | |
| | | | |
| 2.0 | "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the bid closing date. | | |
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| 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 FY 2016-17 has actually not been audited so far'. | | |
| | | | |
| | Note: | | |
| | For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:- | | |
| | | | |
| | i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-IV. | | |
| | OR | | |
| | ii) Audited Balance Sheet along with Profit & Loss account. | | |
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| 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\$. | | |

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| C. | COMMERCIAL: | | - |
| | 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 | | |
