



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

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Tender No. & Date	: SDG 5575P18/06 dated: 28.08.2017
Tender Fee	: INR 6,000.00 OR USD 100.00
Bid Security Amount	: INR 26,000.00 OR USD 400.00
Bidding Type	: SINGLE STAGE COMPOSITE BID SYSTEM
Period of Sale of Bid Documents	: From 01.09.2017 to 11.10.2017; 15:30 Hrs (IST)
Bid Closing on	: 18.10.2017 (at 11.00 Hrs. IST)
Bid Opening on	: 18.10.2017 (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 18.04.2018
Performance Guarantee	: Applicable @ 10% of Order value
Integrity Pact	: Not Applicable
List of Annexures	: Annexure-I-Specification and various notes to bidders Applicable Annexure- II- Bid evaluation & Rejection 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/BRC)

ANNEXURE – I

OIL INDIA LIMITED invites Global Tenders for items detailed below:

Item No	Item Description	Quantity
10	Supply of Oil Content Analyser	1 No.
20	Installation & Commissioning of Item no -10	1 AU

AA: ITEM SPECIFICATION/SCOPE OF WORK:

The equipment shall have the following features/specification:

A. Features:

- 1) Automatic Analysis under Microprocessor control.
 - a. Principle- Solvent extraction with subsequent non-dispersive infrared spectroscopy
 - b. Detector-Pyro electric sensor
- 2) After sample and solvent are poured in the equipment, all other function, measurement, rinsing, drainage, result display shall be automatically performed via microprocessor controlled analysis sequencing.
- 3) Facility for separate drainage of oil charged solvent and water after measurement shall be present, so that after appropriate treatment of the solvent, the solvent may be reused.
- 4) Built-in extractor shall be present.
- 5) Additional facility for automatic testing by direct injection of externally prepared and diluted extract to take care of higher concentration sample coupled with external solvent extraction facility.

B. Specifications:

- 1) Measurement Range : 0-200 ppm
- 2) Limit of error : $\leq \pm 3\%$ of final measured value
- 3) Calibration: One touch automatic zero calibration with Zero solution & Sensitivity calibration against oil / standard solution.
- 4) Temperature range: 0-40 deg. C
- 5) Analysis cycle time: 15 minutes (maximum) from sample incorporations to result display with variable extraction time of 0-5 minutes.
- 6) Data Storage: Atleast 100 nos. of data in equipment memory
- 7) Display: 3 Digit LCD with backlit.
- 8) Power supply: 220 / 240 V AC single phase

C. Other Accessories & Consumables:

- i. Extraction Solvent - 01 No.
- ii. Syringe - 02 Nos. (One for Solvent and one for Sample)

- iii. Other requisite accessories for immediate installation and commissioning.

BB. SPECIAL NOTES TO THE BIDDERS:

- i) The unit shall be complete with all other essential operating accessories and consumable (solvent etc.) required for smooth, efficient running and immediate commissioning after receipt at Duliajan and throughout the warranty period. A declaration by the OEM or the authorized dealer shall be provided mentioning the aforesaid.
- ii) Necessary spares and consumables for two years trouble free operation should be quoted separately with price details. The price of the consumables/spares should not be clubbed with the main offer as it will not be considered for bid evaluation.
- iii) Adequate Calibration certificates (traceable to NABL or any other recognized calibration agency) should be submitted by the supplier at the time of delivery.
- iv) The supplier or their authorized service engineer(s) shall install and commission the equipment at Chemical Laboratory Duliajan, Assam, India.
- v) **WARRANTY/GUARANTY:** The Vendor shall provide warranty for a period of minimum 18 months from the date of shipment or 12 months from the date of successful commissioning, whichever is earlier. During warrantee period if any item of the offered system fails or performance of the offered system is not satisfactory, vendor shall have to replace /rectify the same within 30 days from the date of intimation by OIL, without any financial implication to OIL. Courier charges, transportation and taxes for supplying the spares up to OIL premises to be borne by the vendor.
All visits including transport to and fro journey to Duliajan and accommodation at Duliajan by suppliers' personnel for warranty related work shall have to be borne by the successful bidder. Warranty certificate to be provided along with the equipment.
- vi) The party should quote for the cost of Annual Maintenance contract for a period of three years after the successful commissioning of the equipment, as optional expense.
- vii) The supplier shall provide (in the event of order) the following manuals along with supply:
 - a) Operation Manual containing principle of operation, detailed installation and setup instructions etc. (Both soft as well as hard copies-2 nos.)

- 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.
- viii) In case the OEM is bidding through an Indian agent, the OEM should give a written undertaking that they will be responsible for providing the warranty and annual maintenance as per the clauses above, even if there is a change in the Indian agency of the manufacturer. The undertaking from OEM should also include that, if in future, OEM does not have any Indian agency, the service will be provided directly by the service engineer of the OEM without any extra charge.
- ix) Supplier to provide list of customers and contact person in India. (Details of the installations like site, Contact person, Tel No., Fax No., e-mail id etc. to be provided, supported by PO copies/installation certificates/satisfactory performance reports).

C. Installation / Commissioning & Training:

- 1.0 The successful bidder shall install and commission the Oil Content Analyser at Chemical Department, Oil India Ltd., Duliajan, Assam, India by their competent service engineer (s). The party shall demonstrate all specification and operation at the time of installation.
- 2.0 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.
- 3.0 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 Oil Content Analyser for ready reference.
- 4.0 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 that it has been included in the total cost of the item.
- 5.0 Deviation from purchaser's requirement: Bidder shall be specific to OIL's requirement and shall offer as per OIL's terms & conditions and requirements. If there is any deviation, bidder shall indicate the deviation clearly with sufficient justification. Not indicating any deviation by the

bidder shall be considered as full acceptance of the OIL's terms & conditions.

CC:: 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.

Notes and Attachments

→ Only Price Details Should Be Uploaded

Technical attachments

→ 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 Compatability Settings](#)

[General Guidelines to bidders](#)

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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 / BRC 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 BRC 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: 80% payment will be made against supply of materials and balance 20% after satisfactory installation & commissioning at site along with the installation & commissioning charges. Bidders must confirm the same while quoting.**

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 during import will be applicable. Indigenous bidder shall be eligible for concessional rate of IGST against Essentiality Certificate for order 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.

DD :: 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-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
6. **When Input tax credit is available for Set Off**
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall

evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the 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.

EE :: 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).

ANNEXURE- II

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

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)

A1. 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 (in original on user's letter head with duly sealed and signed) (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 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 proceeding 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 (in original on user's letter head with duly sealed and signed) (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 along with the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for

ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.

A.2 FINANCIAL CRITERIA:

- 1.0 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum **US\$ 10,000.00 or Rs 6.5 Lakhs** 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 proceeding to the original bid closing date of the tender (i.e. FY 2016-17).
- 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 2016 (As the case may be) has actually not been audited so far'.

Note:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
 - i) 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. In case of Foreign bidders, self-attested/digitally signed printed published accounts are also acceptable
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date 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\$.

A.3 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 \$ 400.00 or Rs. 26,000.00** 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 18 months from the date of shipment/dispatch or twelve (12) months from the date of receipt of the items at destination, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten (10%) of total evaluated value of Order, which should remain valid throughout the period execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which

OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above

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

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

- (A) Material Value for item no 10 (bidder to indicate HSN Code):**
- (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) Compensatory Cess, if any on H:**
- (K) Total CIF+GST Landed Value (H+I+J):**
- (L) Total Value in words :**
- (M) Gross Weight & Volume for item no 10:**

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

- (A) Material Value for item no 10 (bidder to indicate HSN Code alongwith actual applicable rate of GST):**
- (B) Packing & Forwarding Charges for item no 10:**
- (C) Total Ex-works value, (A+B) above :**
- (D) GST @ 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) Total Value in words :**
- (J) Gross Weight & Volume for item no 10 :**
- (K) 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.
- d) The equipment shall be delivered within 4 months from the placement of formal P.O, failing which the offer will be rejected.

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, Indigenous bidder shall be eligible for concessional rate of IGST against Essentiality Certificate for order valuing 10 lakh and above.

5.0 When only foreign bidders are involved:

4.1 Comparison of bids shall be done on the basis of "TOTAL CIF+CD+GST LANDED VALUE (N)" quoted by the Bidders against **each individual item** as per Price Bid Format adopted in the Tender considering the following:

- (A) Material value including TPI; if any :
- (B) Packing & FOB Charges :
- (C) Total FOB Port of Shipment value, (A+B) above :
- (D) Overseas Freight Charges upto Kolkata, India :
- (E) Insurance Charges :
- (F) Banking Charges @ 1% of C*
- (G) CIF value (C+ D + E + F) :
- (H) Landing Charges 1% on G :
- (I) CIF Landed Value (G+H):
- (J) Basic Customs Duty (including cess, if any) on I :
- (K) CIF Landed value +CD (I+J) :
- (L) IGST (including cess, if any) on K :
- (M) Compensatory cess on L, if any :
- (N) Total CIF+CD+GST Landed Value (K+L+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. And 1.5 % if confirmed LC at buyer's account is required.

4.2 When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response:

Comparison of bids shall be done on the basis of "TOTAL FOR DULIAJAN VALUE (J)" quoted by the Bidders against **each individual item** as per Price Bid Format adopted in the Tender considering the following:

- (A) Material value including TPI :
- (B) Packing and Forwarding Charges, if any:
- (C) Total Ex-works value, (A+B) above :
- (D) GST on C :
- (E) Compensatory Cess, if any :
- (F) Total FOR Despatching Station price, (C+D+E) above :
- (G) Road Transportation charges to Duliajan :

(H) GST on G :

(I) Insurance Charges inclusive of GST:

(J) Total FOR Duliajan value, (F+G+H+I) above :

4.3 **When both foreign and domestic bidders are involved:**

The Total Value of domestic bidder as worked out as per para 4.2 (F) above and Total Value of the foreign bidder worked out as per Para 4.1(N) 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.

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	YES/NO	

	ocean freight up to C&F Kolkata port (Excluding marine insurance)?	
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 Duliajan quoted?	YES/NO
28.	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	YES/NO
29.	For Indian Bidders only - Whether offered Deemed Export prices?	YES/NO
30.	Whether quoted prices are exclusive of Excise duty?	YES/NO
31.	For Indian bidders only – whether import content indicated in the offer?	YES/NO
32.	For Indian Bidders only - whether all Taxes have been indicated categorically?	YES/NO
33.	Whether all BRC/BEC clauses accepted?	YES/NO

(B) TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Mention Make and Model of the Items quoted	
02	Mention Bid validity quoted	

03	Mention Payment Terms quoted	
04	Mention Guarantee/Warranty Terms quoted	
05	Mention Delivery Period quoted	
08	Mention Port of Despatch / Despatching Station	
09	Confirm submission Integrity pact, if required as per NIT	
10	Confirm submission PBG, if required as per NIT	
11	Compliance to: a) Liquidated Damage b) Warranty/Guarantee c) Arbitration/Resolution of Dispute d) Force Majeure e) Applicable laws	
12	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	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

Sl. No.	Clause No of Tender Document: Technical Specification/ Scope of Work	Description Bidders Remarks Complied/ Not Complied/ Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance
A.	Item Specification:		
	The equipment shall have the following features/specification:		
	<i>Features:</i>		
1)	Automatic Analysis under Microprocessor control.		
	a. Principle- Solvent extraction with subsequent non-dispersive infrared spectroscopy		
	b. Detector-Pyroelectric sensor		
2)	After sample and solvent are poured in the equipment, all other function, measurement, rinsing, drainage, result display shall be automatically performed via microprocessor controlled analysis sequencing.		
3)	Facility for separate drainage of oil charged solvent and water after measurement shall be present, so that after appropriate treatment of the solvent, the solvent may be reused.		
4)	Built-in extractor shall be present.		
5)	Additional facility for automatic testing by direct injection of externally prepared and diluted extract to take care of higher concentration sample coupled with external solvent extraction facility.		
	<i>Specifications:</i>		

1)	Measurement Range : 0-200 ppm		
2)	Limit of error : $\leq \pm 3\%$ of final measured value		
3)	Calibration: One touch automatic zero calibration with Zero solution & Sensitivity calibration against oil / standard solution.		
4)	Temperature range: 0-40 deg. C		
5)	Analysis cycle time: 15 minutes (maximum) from sample incorporations to result display with variable extraction time of 0-5 minutes.		
6)	Data Storage: At least 100 nos. of data in equipment memory		
7)	Display: 3 Digit LCD with backlit.		
8)	Power supply: 220 / 240 V AC single phase		
	Other Accessories & Consumables:		
	i. Extraction Solvent – 01 No.		
	ii. Syringe – 02 Nos. (One for Solvent and one for Sample)		
	iii. Other requisite accessories for immediate installation and commissioning.		
B.	Special Terms and Conditions:		
i)	The unit shall be complete with all other essential operating accessories and consumable (solvent etc.) required for smooth, efficient running and immediate commissioning after receipt at Duliajan and throughout the warranty period. A declaration by the OEM or the authorized dealer shall be provided mentioning the aforesaid.		
ii)	Necessary spares and consumables for two years trouble free operation should be quoted separately with price details. The price of the consumables/spares should not be clubbed with the main offer as it will not be considered for bid evaluation.		

iii)	Adequate Calibration certificates (traceable to NABL or any other recognized calibration agency) should be submitted by the supplier at the time of delivery.		
iv)	The supplier or their authorized service engineer(s) shall install and commission the equipment at Chemical Laboratory Duliajan, Assam, India.		
v)	<p><u>WARRANTY/GUARANTY</u>: The Vendor shall provide warranty for a period of minimum 18 months from the date of shipment or 12 months starting from the date of successful commissioning, whichever is earlier. During warrantee period if any item of the offered system fails or performance of the offered system is not satisfactory, vendor shall have to replace /rectify the same within 30 days from the date of intimation by OIL, without any financial implication to OIL. Courier charges, transportation and taxes for supplying the spares up to OIL premises to be borne by the vendor.</p> <p>All visits including transport to and fro journey to Duliajan and accommodation at Duliajan by suppliers' personnel for warranty related work shall have to be borne by the successful bidder. Warranty certificate to be provided along with the equipment.</p>		
vi)	The party should quote for the cost of Annual Maintenance contract for a period of three years after the successful commissioning of the equipment, as optional expense.		
vii)	The supplier shall provide (in the event of order) the following manuals along with supply:		
	a) Operation Manual containing principle of operation, detailed installation and setup instructions etc. (Both soft as well as hard copies-2 nos)		
	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.		
viii)	In case the OEM is bidding through an Indian agent, the OEM should give a written undertaking that they will be responsible for providing the warranty and annual maintenance as per the clauses above, even if there is a change in the Indian agency of the manufacturer. The undertaking from OEM should also include that, if in future, OEM does not have any Indian agency, the service will be provided directly by the service engineer of the OEM without any extra charge.		

ix)	Supplier shall provide list of customers and contact person in India. (Details of the installations like site, Contact person, Tel No., Fax No., e-mail id etc. to be provided, supported by PO copies/installation certificates/satisfactory performance reports).		
C.	Installation / Commissioning & Training:		
1	The successful bidder shall install and commission the Oil Content Analyser at Chemical Department, Oil India Ltd., Duliajan, Assam, India by their competent service engineer (s). The party shall demonstrate all specification and operation at the time of installation.		
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.		
3	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 Oil Content Analyser for ready reference.		
4	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 that it has been included in the total cost of the item.		
5	Deviation from purchaser's requirement: Bidder shall be specific to OIL's requirement and shall offer as per OIL's terms & conditions and requirements. If there is any deviation, bidder shall indicate the deviation clearly with sufficient justification. Not indicating any deviation by the bidder shall be considered as full acceptance of the OIL's terms & conditions.		

ANNEXURE-VI

	<u>BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)</u>	Compliance / Non- Compliance
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	<u>GENERAL CONFORMITY</u>	
	The bids shall conform generally to the specifications and terms & conditions given in the bid document. Bids shall be liable for rejection in case the materials/services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.	
	<u>BID REJECTION CRITERIA (BRC)</u>	
(A)	TECHNICAL:	
1.0	<u>BIDDER'S ELIGIBILITY:</u>	
1.1	The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s).	
	OR	
1.2	The bidder should be an authorized dealer/authorized distributor /authorized supplier/wholly owned subsidiary of an Original equipment manufacturer (OEM) of the tendered item(s).	
2.0	<u>IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):</u>	-
	The bidder must comply to the following:	
2.1	The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.	
2.2	In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.	

2.3	Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:	
	(i) Satisfactory supply / completion / installation report (in original on user's letter head with duly sealed and signed) (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	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 (in original on user's letter head with duly	

	sealed and signed) (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 along with the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.	
(B)	<u>FINANCIAL CRITERIA:</u>	-
1.0	The bidder shall have an annual financial turnover of minimum US\$ 10,000.00 or Rs 6.5 Lakhs 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 proceeding to the original bid closing date of the tender (i.e. FY 2016-17).	

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 2016 (As the case may be) has actually not been audited so far'.	
	Note: a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-	
	i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in <u>ANNEXURE IV</u> .	
	OR	
	ii) Audited Balance Sheet along with Profit & Loss account. In case of Foreign bidders, self-attested/digitally signed printed published accounts are also acceptable	
	b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.	
4.0	In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.	
C)	<u>COMMERCIAL:</u>	-
	<u>Standard commercial BRC as applicable to be included. Additionally following clause to be included at the end:</u>	

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	
2.0	The equipment shall be delivered within 4 months from the placement of formal P.O, failing which the offer will be rejected.	
