



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

Telephone No. (91-374) 2808724

Fax No: (91-374) 2800533

Email: [matdmmfd1@oilindia.in](mailto:matdmmfd1@oilindia.in) , [materials@oilindia.in](mailto:materials@oilindia.in); [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)

**Tender No. & Date : SDG5944P18/06 Dated: 09.10.2017**

Tender Fee : **INR 6,000.00 OR USD 100.00**

Bid Security Amount : **INR 1,20,000.00 OR USD 1875.00**

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

Period of Sale of  
Bid Documents : **From 16.10.2017 to 22.11.2017; 15:30 Hrs (IST)**

Bid Closing on : **29.11.2017 (at 11.00 Hrs. IST)**

Bid Opening on : **29.11.2017 (at 14.00 Hrs. IST)**

Bid Validity : Bid should be valid for **120 days** from bid closing date

Bid Bond Validity : Bid Bond should be valid up to **30.09.2018**

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

Integrity Pact : **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:

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

<b>Item No.</b>	<b>MATERIAL DESCRIPTION</b>	<b>QTY</b>	<b>UOM</b>
<u>10</u>	<p>Well site Mud Testing Kit(Portable) consist of Standard Mud balance, Pressurized Mud balance, Rotational 8-speed Viscometer, Marsh Funnel Viscometer with 1000 ml capacity cup, API Filter Press, Lab ware and Reagents in Stainless Steel case.</p> <p>Each Well site fluid testing kit shall consist of following:</p> <p>1. Four scale metal Mud balance with case:</p> <p>(i) Mud balance shall be sleek in design and shall be engineered in such a way so that the mud cup at one end of the beam is balanced by a fixed counterweight at the other end, with a sliding-weight rider that moves along a graduated scale.</p> <p>(ii) It shall have a level bubble mounted on the beam to ensure accurate balancing.</p> <p>(iii) It shall be built from heavy-duty aluminium alloy to withstand rugged rig usage and shall be designed to reduce the need for re-calibration.</p> <p>(iv) Other features shall include a large sample cup for better accuracy, a hard anodized aluminium beam for corrosion resistance, a stainless steel rider and heat-treated knife edge.</p> <p>(v) The mud balance shall have a silk-screened scale on top of the arm for clear &amp; accurate reading. It shall have following four scales on it:</p> <p>a. 6.5 – 23.0 lbs/gal  b. 0.79 – 2.72 specific gravity  c. 49 – 172 lbs/ft<sup>3</sup>  d. 340 – 1190 psi/1000 ft</p> <p>2. Pressurized Mud balance: TRU-WATE Pressurised Fluid Density Scale (Pressure Pycnometer) having four scales with measuring range:</p> <p>a. 7.0 – 22.0 lb/gal  b. 35–1200lb/sq.In/100 ft depth  c. 5.0–165lb/cu. ft  d. 0.75 – 2.60 Specific Gravity</p> <p>The balance should be made of sturdy material, e.g. Stainless steel or equivalent and with a carrying case.</p> <p>3. Marsh Funnel Viscometer:</p> <p>(i) The Marsh Funnel Viscometer shall be moulded from a</p>	04	Nos.

	<p>tough, durable fibre glass reinforced plastic to resist breaking and should be 6" in diameter at the top and 12" long. Its taper end must have a brass tube 2" long and 3/16" inside diameter.</p> <p>(ii) The capacity of the Marsh Funnel Viscometer must be 1500 CC and a 10 mesh screen must be fitted across one half of the top to remove any foreign matter / drill cuttings from the mud to be tested.</p> <p>(iii) The Marsh Funnel Viscometer must be supplied with a 1000 CC graduated measuring cup made up of durable fibre glass reinforced plastic with moulded mark of one quart (946 CC) level.</p> <p>4. 8-Speed Rotational Viscometer:</p> <p>(i) The rotational viscometer shall conform to API Specification RP 13B.</p> <p>(ii) It shall be capable to provide Gel strength values at temperature up to 200DegF.</p> <p>The unit shall be complete with:</p> <p>(a) Rotor Sleeve, R1, Chrome plated brass - 01 No.</p> <p>(b) Bob, B1, 303 SS, Hollow – 01 No.</p> <p>(c) Torsion Spring Assembly F1 – 01 No.</p> <p>(d) Stainless steel sample cup – 01 No.</p> <p>5. API Filter press with CO2 Pressure assembly for measuring filtration loss property of drilling fluid as per API schedule. The filter press shall be able to withstand working pressure upto 100Psi. The unit shall consist of:</p> <p>a. Bench Top Frame</p> <p>b. Complete Cell assembly</p> <p>c. Screen &amp; Gaskets</p> <p>d. CO2 Pressure assembly</p> <p>e. Graduated Cylinder - 25 ml.</p> <p>f. Filter paper - 100/Box - 1 pkt</p> <p>g. CO2 cartridge – 50 nos.</p> <p>6. Reagent Test Kit for Methylene blue test (MBT), Salinity, Alkalinity and Hardness.</p> <p>7. A water proof case to house all the above items of the kit.</p> <p>8. Power requirement for the above equipment: 220/230 Volts, AC.</p>		
--	--	--	--

**BB:: SPECIAL NOTES TO BIDDERS:**

- 1.0 The items shall be brand new, unused & of prime quality. Also the party has to confirm to provide warranty that the product supplied will be free from all defects & fault in material, workmanship & manufacturing and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of receipt, whichever is earlier. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. The bidder must confirm the same while quoting.

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.

- 2.0 Since the equipment in the kit shall be plug and play type, installation & commissioning for the same may not be required. However, the equipment in the kit shall be complete with all accessories and shall be ready for instant use once we receive.
- 3.0 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.

**4.0 Documentation:** The bidder shall submit the following documents

- a) Along with the offer:
  - i) Technical literature/brochure of the offered product
  - ii) List of spares/consumables with price list for two years trouble free operations of the equipment from the date of installation. The price of the consumables/spares will not be considered for bid evaluation.
  - iii) Technical evaluation sheet for technical specifications & terms and conditions separately as per attached formats explicitly mentioning compliance/ non-compliance/ deviation and indicating relevant page no of their bid to support the remarks/compliance.
- b) Along with the supply of the equipment:
  - i) Hard copy of Operation Manual containing principle of operation, maintenance instruction, repair, etc.
  - ii) Calibration certificates traceable to NABL or any other recognized calibration agency for all assembled equipment to be submitted at the time of delivery.

- 5.0 Delivery Clause:** Bidder should categorically confirm in the technical bid a delivery schedule within four (04) months from the date of formal P.O.failing which their offer will be rejected."

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

7.0 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.

8.0 Payment terms: Refer to “General Terms & Conditions” for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)

9.0 Liquidated Damage: Refer to “General Terms & Conditions” for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)

10.0 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.

11.0 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 Deemed Export Benefit against this purchase. Details of Deemed Export are furnished vide Addendum to MM/GLOBAL/E-01/2005 attached. However, Indian bidders will not be issued Recommendatory Letter.

In the event of an order on indigenous bidder under deemed export scheme, OIL will issue Project Authority Certificate(PAC) and arrange for DGH Certificate as may be appropriate/applicable. Supplier shall effect dispatch only on receipt of these certificates from OIL, failing which all related liabilities shall be to Supplier's account.”

12.0 The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. **If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.**

OIL's Independent External Monitor at present are as under:

**SHRI RAJIV MATHUR, IPS (Retd.),**  
**Former Director (IB) Govt. of India**  
**e-Mail ID : rajivmathur23@gmail.com**

**SHRI SATYANANDA MISHRA, IAS(Retd.)**  
**Former Chief Information Commissioner &**  
**Ex-Secretary, DOPT, Govt. of India**  
**E-mail Id : satyanandamishra@hotmail.com**

**SHRI JAGMOHAN GARG,**  
**Ex-Vigilance Commissioner, CVC**  
**e-Mail id : jagmohan.garg@gmail.com**

**CC:: GENERAL NOTES TO BIDDERS:**

- 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 The tender is invited under SINGLE STAGE-TWO 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 Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

© 2012 Oil India Limited. All rights reserved.

[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

- 8.0 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical Rfx Response-> User - > Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical Rfx Response-> User - > Technical Bid only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.
- 9.0 PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.

- 10.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 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 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.
- 13.0 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.
- 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 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection
- 16.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 17.0 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.



- 18.0 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.

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

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) Signed & sealed Satisfactory supply / completion / installation report (User's letter head) (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:

I. 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.

II. The 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.

**3.0 IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:**

The bidder must fulfill the following requirements:

3.1 The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment proceeding to the original Bid Closing date of the tender.

3.2 Additionally, the bidder himself/themselves should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.

3.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:

- (i) Satisfactory supply / completion / installation report (OR)
- (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
- (iii) Consignee receipt delivery receipt (OR)
- (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat.
- (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

Note:

I. 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.

II. The 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.

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\$ 46,875.00** or **Rs 30.00 Lakhs** (Being 50% of tender

value)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 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.

- 1.0 Bids are invited under **Single Stage Two Bid System**. Bidders shall quote accordingly under Single Stage Two Bid System. **Please note that no price**



**details should be furnished in the Technical (i.e. Unpriced) bid.** The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions.

Bidder not complying with above submission procedure will be rejected.

- 2.0 The prices 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 120 days** from the date of Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 **Bid Security in ORIGINAL** shall be furnished by the Bidder as a part of their Bid. The amount of Bid Security & its validity shall be specified in the covering letter of this bid document. **Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
  - 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 Offers should be submitted along with Integrity Pact duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.

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

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

- (A) 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 along with 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:**

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

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

12.0 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) Bidder should categorically confirm in the technical bid a delivery schedule within four (04) months from the date of formal P.O.

## **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 wherever applicable as per Notification No.3/2017-Integrated Tax (Rate) dated 28th June, 2017.**

**4.1 When only foreign bidders are involved:**

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 :
- (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 :
- (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.

=====

**CHECK LIST**

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

**A. COMMERCIAL**

<u>Sl#</u>	<u>REQUIREMENT</u>	<u>COMPLIANCE</u>
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
<b>3.0</b>	<b>Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, provide details</b>	Yes / No
	<b>(a) Amount :</b>	
	<b>(b) Name of issuing Bank :</b>	
	<b>(c) Validity of Bid Bond :</b>	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer <b>validity of 120 days from</b> the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
<b>5.0</b>	<b>Whether confirmed to submit PBG as asked for in NIT?</b>	<b>Yes / No</b>
<b>5.1</b>	<b>Whether agreed to submit PBG within 30 days of placement of order?</b>	<b>Yes / No</b>
6.0	Whether Price submitted as per Price Schedule (refer Para 12.0 of BRC vide Annexure – II)?	Yes / No
6.1	Whether cost of Recommended Spares for <b>2 years</b> of operations quoted?	YES/NO
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No

9.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
9.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance ) ?	Yes / No
9.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	Yes / No
10.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
10.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
10.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
11.0	Whether all BRC/BEC clauses accepted ?	Yes / No
12.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
<b>12.1</b>	<b>Whether all the clauses in the Integrity Pact have been accepted?</b>	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

<b>YEAR</b>	<b>TURN OVER</b> <b>In INR (Rs.) Crores/ US \$</b> <b>Million) *</b>	<b>NET WORTH</b> <b>In INR (Rs.) Crores / US</b> <b>\$ Million ) *</b>

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

**\*Applicable only for GLOBAL tenders**

**ANNEXURE: V**

<b>Sl. No.</b>	<b>Clause No of Tender Document: Technical Specification/ Scope of Work</b>	<b>Description Bidders Remarks Complied/ Not Complied/ Deviation</b>	<b>Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance</b>
	<b>SCOPE OF SUPPLY &amp; EQUIPMENT DESCRIPTION:</b>		
	<b>Well site mud testing</b> kit contains all the necessary equipment required for mud testing at well sites for field operations		
<b>1.0</b>	<b>Features:</b>		
	Well site mud testing kit should contain the following items.		
i)	Mud Balance		
ii)	Pressurised Mud balance		
iii)	8-speed Rotational viscometer		
iv)	Marsh Funnel viscometer with cup		
v)	API filter press		
vi)	Labware and reagents		
Vii)	Supply case.		
<b>2.0</b>	<b>Specifications:</b>		
<b>A</b>	Mud Balance:		
i)	Mud cup at one end of the beam should be balanced by a fixed counterweight at the other end, with a sliding-weight rider that moves along a graduated scale.		
ii)	Should be built from heavy-duty aluminum alloy to withstand rugged rig usage and be designed to reduce the need for re-calibration.		
iii)	Hard anodized aluminum beam for corrosion resistance		
iv)	Stainless steel rider and heat-treated knife edge.		

v)	It should contain following 4 scales		
	a. 6.5 - 23.0 lbs/gal		
	b. 0.79 - 2.72 specific gravity		
	c. 49 - 172 lbs/ft <sup>3</sup>		
	d. 340 - 1190 psi/1000 ft		
<b>B</b>	Pycnometer (pressurised mud balance)		
i)	TRU-WATE Pressurised Fluid Density Scale (Pressure Pycnometer) having four scales with measuring range:		
	a. 7.0 – 22.0 lb/gal		
	b. 35–1200 psi/100 ft		
	c. 5.0–165 lb/cu. ft		
	d. 0.75 – 2.60 Specific Gravity		
ii)	Made of sturdy material like stainless steel or equivalent		
<b>C</b>	Marsh Funnel Viscometer		
i)	The Marsh Funnel Viscometer shall be moulded from a tough, durable fiber glass reinforced plastic		
ii)	6" in diameter at the top and 12" long		
iii)	Taper end must have a brass tube 2" long and 3/16" inside diameter.		
iv)	Capacity of the Marsh Funnel Viscometer = 1500cc		
v)	10 mesh screen must be fitted across one half of the top		
vi)	1000 CC graduated measuring cup made up of durable fiber glass reinforced plastic with moulded mark of one quart (946 CC) level.		
<b>D</b>	Rotational Viscometer		
i)	The unit shall be complete with:		
	(a) Rotor Sleeve, R1, Chrome plated brass - 01 No.		
	(b) Bob, B1, 303 SS, Hollow – 01 No.		

	(c) Torsion Spring Assembly F1 – 01 No.		
	(d) Stainless steel sample cup – 01 No		
ii)	Conform to API Specification RP 13B		
iii)	Capable to provide Gel strength values at temperature up to 200DegF		
<b>E</b>	API Filter press with CO <sub>2</sub> Pressure assembly		
i)	The unit shall consist of:		
	a. Bench Top Frame		
	b. Complete Cell assembly		
	c. Screen & Gaskets		
	d. CO <sub>2</sub> Pressure assembly		
	e. Graduated Cylinder - 25 ml.		
	f. Filter paper - 100/Box - 1 pkt		
	g. CO <sub>2</sub> cartridge – 50 nos.		
<b>F</b>	Reagent Test Kit for Methylene blue test(MBT), Salinity, Alkalinity and Hardness.		
<b>G</b>	Power requirement: 220/230 Volts, AC		
<b>H</b>	A water proof case to house all the above items of the kit		
<b>3.0</b>	<b>Documentation:</b>		
a	Along with the offer:		
	i) Technical literature/brochure of the offered product		
	ii) List of spares/consumables with price list for two years trouble free operations of the equipment from the date of installation. The price of the consumables/spares will not be considered for bid evaluation.		
	iii) Technical evaluation sheet for technical specifications & terms and conditions separately as per attached formats explicitly mentioning compliance/ non-compliance/ deviation and indicating relevant page no of their bid to support the remarks/compliance.		

b	Along with the supply of the equipment:		
	i) Hard copy of Operation Manual containing principle of operation, maintenance instruction, repair, etc.		
	ii) Calibration certificates traceable to NABL or any other recognized calibration agency for all assembled equipment to be submitted at the time of delivery.		
4.0	<b>Special terms and conditions</b>		
a	<p>The items shall be brand new, unused &amp; of prime quality. Also the party has to confirm to provide warranty that the product supplied will be free from all defects &amp; fault in material, workmanship &amp; manufacturing and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of receipt, whichever is earlier. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. The bidder must confirm the same while quoting.</p> <p>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>		
b	The equipment shall be complete with all accessories and shall be ready for instant use once we receive		
c	All visits including to and fro transportation 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.		

**BID REJECTION CRITERIA / BID EVALUATION CRITERIA****GENERAL CONFORMITY**

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

**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) Signed and sealed Satisfactory supply / completion / installation report (in User's letter head) (OR)		
	(ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)		
	(iii) Consignee receipt delivery receipt (OR)		
	(iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat.		
	(v) Any other documents which shall prove that the bidder has successfully executed such order(s).		
	<p><b>Note: I. 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.</b></p> <p><b>II. The 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.</b></p>		
	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 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 (OR)		
	(ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)		
	(iii) Consignee receipt delivery receipt (OR)		
	(iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat.		
	(v) Any other documents which shall prove that the bidder has successfully executed such order (s).		

	<p>Note: I. The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.</p> <p>II. The 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.</p>		
	<p>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.</p>		
	<b>NOTES TO BIDDER:</b>		
	<p>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.</p>		
	<p>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.</p>		
	<p>c. In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.</p>		
	<p>4.0 Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.</p>		
	<p>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.</p>		



	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>(B) FINANCIAL CRITERIA:</b>		
	1.0 <b>Annual Turnover:</b> The bidder shall have an annual financial turnover of minimum <b>US\$ 47,000.00</b> or <b>Rs 30.00 Lakhs</b> (Being 50% of tender value)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 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) have 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> .		
	<b>OR</b>		
	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.		
	4.0In 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\$.		

-----