



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

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Tender No. & Date : **SDG8289P19/07 dated 12.06.2018**

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

Bid Security Amount : **INR 48,920.00 OR USD 723.00**

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

Period of Sale of Bid Documents : **From 12.07.2018 to 22.08.2018; 15:30 Hrs(IST)**

Bid Closing on : **29.08.2018 (at 11.00 Hrs. IST)**

Bid Opening on : **29.08.2018 (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 28.02.2019**

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

OIL INDIA LIMITED invites Global Tenders for Corrosive Properties Test Apparatus as per details provided in Annexure-I:

List of Annexures : Annexure- I: Technical Specifications, Scope of Supply, General & Special Applicable notes to bidders

Annexure- II: Bid Rejection & Evaluation Criteria

Annexure- III: Commercial Check List

Annexure- IV: Certificate of Annual Turnover & Net Worth

Annexure- V: PP-LC Policy

Format-A : No Deviation Confirmation

Format-B : Technical Specification Compliance Statement

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(I) MATERIAL DESCRIPTION, TECHNICAL SPECIFICATIONS & QUANTITY

Item No.	Material Description & Technical Specifications	Quantity	UOM
<u>10</u>	<p>Corrosive properties test apparatus for conducting test to determine the corrosive properties of gasoline and distillate fuels that are transported through pipelines. The test apparatus shall also be used for evaluating the performance of corrosion inhibitors applicable for protection of internal surfaces of petroleum product pipelines.</p> <p>A. Mandatory Conformance to standard test method : NACE International Standard TM0172</p> <p>B. Conformance to other desirable test methods : ASTM D665, D3603 and IP 135</p> <p>C. Technical specifications:</p> <p>1.0 Test Bath A thermostatically microprocessor controlled stainless steel bath with digital display and over temperature protection. The bath shall have a cover with holes to accommodate the test beakers and the temperature measuring device. The bath shall have the following additional capabilities:</p> <p>a) Maximum temperature range: at least upto 100 C or more</p> <p>b) Temperature control stability: ± 0.5 C</p> <p>c) Minimum bath capacity: 31 liters</p> <p>d) Testing capacity : simultaneously six (06) 400 mL sample beakers or more</p> <p>2.0 Test specimen The test specimen should be threaded steel rod with a plastic or polytetrafluoroethylene (PTFE) holder conforming to ASTM D 665.</p> <p>3.0 Beakers Modified, 400 mL Berzelius type glass beaker with vertical baffles as per NACE TM0172. The standard supply to include beakers as per the testing capacity of the offered test bath.</p> <p>4.0 Beaker covers Flat covers made of polymethyl methacrylate (PMMA) with three holes to accommodate stirrer, test specimen assembly and temperature measuring device.</p> <p>5.0 Stirrers Stainless steel stirrers in the form of inverted T for each of the test positions.</p>	1	NO

	<p>6.0 Drive Motor Assembly</p> <ul style="list-style-type: none"> a) The test bath shall be coupled to motor (input capable of providing rotary motion to all the stirrers simultaneously). b) Stirrer speed: 1000 ± 50 rpm. c) The assembly should be able to rotate all the specimens at the same rpm, simultaneously without any slippage. <p>7.0 Grinding and Polishing equipment for sample preparation</p> <p>The equipment should be supplied along with a motor (220-240 V, 50 Hz) operated grinding & polishing equipment capable of holding the test spindles and at a speed of 1700 - 1800 rpm. The equipment should be supplied with all necessary accessories such as wrench for assembly/reassembly of steel specimen with the chuck to hold the test specimen.</p> <p>8.0 Standard Test Kit</p> <p>The offer should include as standard test kit for conducting the NACE TM0172 test comprising of the following:</p> <ul style="list-style-type: none"> a) Modified Berzelius type heat resistant beaker of 400 mL capacity with vertical baffles - 6 Nos. b) PMMA beaker covers with three holes as per NACE TM0172 - 6 Nos. c) Test specimen holder as per ASTM D665 made of PMMA - 6 Nos. d) Test specimen without holder machined to ASTM/NACE specifications - 6 Nos. e) Stainless Steel T-Shaped stirrers - 6 Nos. f) Thermometer (ASTM 9C) - 6 Nos g) Silicone Carbide Cloth, 100 grit - 50 No. <p>Note: The standard test kit [Sl. no. 8 (a) to 8 (f)] should be suitably increased in case the quoted system is having more than six (06) simultaneous testing capacity.</p> <p>9.0 Required spares:</p> <p>In addition to the standard test kit at Sl. No. 8.0, the following quantities of essential consumable/spares also be quoted with their unit prices:</p> <ul style="list-style-type: none"> a) Modified Berzelius type heat resistant beaker of 400 mL capacity with vertical baffles - 6 Nos. b) Test specimen without holder machined to ASTM/NACE specifications - 12 Nos. c) Thermometer (ASTM 9C) - 3 Nos. d) Silicone Carbide Cloth, 100 grit - 50 No. e) Aluminium Oxide Cloth, 150 grit - 50 No. f) Aluminium Oxide Cloth, 240 grit - 50 No. g) Belt drive for stirrers - 1 No. h) Digital Manual tachometer - 1 No. 		
20	Installation & Commissioning of Corrosive properties test Apparatus (Item No. 10 above)	1	AU

30	Non-comprehensive ANNUAL MAINTENANCE CONTRACT (AMC)of Corrosive properties test Apparatus (Item No. 10 above)	3	YR
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(II) SPECIAL NOTES FOR BIDDERS:

1. The test set up and all its accessories shall be compatible for operation at 220/230 V, 50 Hz AC power supply.

2. The bidder should submit the original model-specific product brochure along with the bid document, FORMAT - A (NO DEVIATION CONFIRMATION) and FORMAT - B (TECHNICAL COMPLIANCE STATEMENT). The offer should clearly indicate the compliance of offered specification vis-à-vis tender specifications with the deviations clearly marked.

3.The Bidders should quote for all the items in NIT. Incomplete bids shall be rejected.

4.The Corrosive Properties Test Apparatus is to be supplied with the original model-specific operation and maintenance manuals.

5. Installation and commissioning:

(i) The Corrosive Properties Test Apparatus is to be installed and commissioned at R&D Department, Oil India Ltd., Duliajan along with onsite User's training on operation and application of the instrument.

(ii) Installation & Commissioning charges along with onsite User's training on operation and application of the instrument on lump sum basis, if any, should be quoted separately which shall be considered for evaluation of offers.

These charges should include amongst others to and fro fares, boarding/lodging, local transport at Duliajan and other expenses of supplier's commissioning personnel during their stay at Duliajan, Assam(India). All income, GST, Corporate Taxes etc. towards the services provided under installation / commissioning /training shall be borne by the supplier and will be deducted at source at the time of releasing the payment. Bidder should also confirm about providing all these services in the Technical Bid.

6. Warranty:

The Corrosive Properties Test Apparatus should carry on-site comprehensive warranty of one year minimum from the date of installation & commissioning. The bidder must agree to provide warranty or maintenance/support from the date of successful installation & commissioning for one year free of cost. The Corrosive Properties Test Apparatus should be serviceable during and after the warranty period by an authorized and trained service engineer stationed in India.

7. ANNUAL MAINTENANCE CONTRACT (AMC):

a) Oil India Limited may enter in to Non-comprehensive Annual Maintenance Contract (AMC) for a period of 3 (three) years after the initial warranty period of one year is over. The bidder should quote for Non-comprehensive Annual Maintenance Contract (AMC) for a period of 3 (three) years with year-wise breakup, which shall be considered for evaluation of the bids.

b) While quoting for AMC, the bidder should take into account two (02) numbers of preventive maintenance visits per year and any breakdown visits. In case of breakdown visit(s), the bidder must come to attend the equipment to make it operational within 15(fifteen) days after receiving the intimation.

c) The bidders must submit a written undertaking that they would be able to provide AMC service at the quoted rates after expiry of warranty.

d) While quoting Non-comprehensive Annual Maintenance Contract charges above, bidder should take into account all charges including to and fro fares, boarding/lodging, local transport at OIL, Duliajan, Assam, India and other expenses of supplier's personnel during their stay at Duliajan.

e). During the AMC period, payments will be made against invoices submitted by the supplier on quarterly basis after successful completion of each quarter.

8. Tax & Duties:

(i) All taxes, stamp duties and other levies imposed outside India shall be the responsibility of the Bidder/Seller and charges thereof shall be included in the offered rates.

(ii) All Taxes & levies, GST imposed in India, for the services including installation & commissioning, Training, AMC etc. shall be to the Bidder/Seller's account.

(iii) Income Tax on the value of the Services rendered by the Bidder /Seller in connection with installation, commissioning, training, AMC etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

9. Payment : Payment shall be released as follows:

(i) 80 % payment shall be released on supply of Corrosive properties test apparatus against proof of dispatch/shipment of the goods.


(ii) Remaining 20 % along with installation & commissioning charges, training charges, if any shall be paid after successful commissioning and acceptance of Corrosive properties test apparatus by OIL at site.

10. Delivery:

Maximum allowable delivery period is 16 weeks after the receipt of PO/LC.

BB:: GENERAL NOTES TO BIDDERS:

Sl No	Clause description				
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	<p>Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to The GM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.</p> <p>a) Original Bid Security along with two duplicate copies of Bid Security. b) Any other documents which have been particularly asked for in this tender for submission.</p>				
6.0	Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time, failing which the offer shall be rejected.				
7.0	<p>The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The “Techno-commercial Unpriced Bid” shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab “Notes and Attachments”.</p> <table border="1" data-bbox="349 1281 1429 1386"> <tr> <td>Notes and Attachments</td><td>→ Only Price Details Should Be Uploaded</td></tr> <tr> <td>Technical attachments</td><td>→ All technical bid documents except price details</td></tr> </table> <p>Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “ New Vendor Manual (effective 12.04.2017) ” available in the login Page of the OIL’s E-tender Portal.</p>	Notes and Attachments	→ Only Price Details Should Be Uploaded	Technical attachments	→ All technical bid documents except price details
Notes and Attachments	→ Only Price Details Should Be Uploaded				
Technical attachments	→ All technical bid documents except price details				

	
8.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
9.0	Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.
10.0	To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected.
11.0	Other terms and conditions of the tender shall be as per “General Terms & Conditions” for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
12.0	All the Bids must be Digitally Signed using “Class 3” [Organization] digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be liable for rejection.
13.0	<p>Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.</p> <p>"In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.</p> <p>Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in</p>

	order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible."
14.0	Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.
15.0	The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of commissioning of the item, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.
16.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
17.0	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.
18.0	<p>Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the new clause is detailed in the Amendment dated 25.04.2016 issued to MM/GLOBAL/01/2005. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value which should remain valid for the period execution, including extension, if any and the entire warranty period in line with tender requirement. 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. Bidders to note the same and to confirm its acceptance in their offers.</p> <p>The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:</p> <p>a. (i) "MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee</p> <p>The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin- 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
19.0	Bidder to sign and submit completely filled up Bidder's Response Sheet & Commercial check list.
20.0	<p>Payment terms:</p> <p>(i) 80 % payment shall be released on supply of Corrosive properties test apparatus against proof of dispatch/shipment of the goods.</p>

	<p>(ii) Remaining 20 % along with installation & commissioning charges, training charges, if any shall be paid after successful commissioning and acceptance of Corrosive properties test apparatus by OIL at site.</p> <p>Note : Payments for AMC will be made against invoices submitted by the supplier on quarterly basis after successful completion of each quarter.</p>
21.0	<p>Liquidated Damages: Refer to “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). In case of deduction of LD, LD amount will be deducted along with applicable rate of GST.</p>
22.0	<p>The items covered by this enquiry shall be used by Oil India Limited in DSIR registered and recognized in-house Laboratory of R&D Department and eligible for exemption of customs duty. Essentiality Certificate for availing customs duty exemption for import of item/equipments meant for R&D purpose shall be issued by GENERAL MANAGER (R&D) as and when required. Moreover, concessional IGST during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST against Essentiality Certificate for invoice valuing INR 10 lakh and above.</p> <p>Supplier shall arrange to provide all necessary documents to apply for the essentiality certificate on receipt of request from OIL, if any. Further, supplier shall affect dispatch only on receipt of relevant certificates from OIL, failing which all related liabilities shall be to Supplier’s account.</p>
23.0	<p>Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. A new Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished as Annexure-V of the tender document. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable.</p>
24.0	<p><u>Clauses related to GST</u></p> <ol style="list-style-type: none"> For the purposes of levy and imposition of GST, the expressions shall have the following meanings: <ol style="list-style-type: none"> GST - means any tax imposed on the supply of goods and/or services under GST Law. 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. 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. 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.

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>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</p> <p>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.</p> <p>8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.</p>
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BID REJECTION CRITERIA / BID EVALUATION CRITERIA

GENERAL CONFORMITY

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

(I) BID REJECTION CRITERIA (BRC)

(A) TECHNICAL:

1.0 BIDDER'S ELIGIBILITY:

- 1.1 The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s).**

OR

- 1.2 The bidder should be an authorized dealer/authorized distributor /authorized supplier/wholly owned subsidiary of an Original equipment manufacturer (OEM) of the tendered item(s).**

2.0 IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):

The bidder must comply to the following:

- 2.1 The bidder (OEM) should have at least 5 (five) years of manufacturing experience of 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 one (01) number tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.**
- 2.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:**
- (i) Satisfactory supply / completion / installation report (OR)**
 - (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)**
 - (iii) Consignee receipt/ delivery receipt (OR)**

- (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/GST Invoice.
- (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

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

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

The bidder must fulfill the following requirements:

- 3.1 The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of 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 one (01) number tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.
- 3.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:
 - (i) Satisfactory supply / completion / installation report (OR)
 - (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
 - (iii) Consignee receipt / delivery receipt (OR)
 - (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat /GST Invoice.
 - (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

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

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

NOTES TO BIDDER:

- a. Authorization letter must be issued on the official letter head of the OEM clearly mentioning the status of Bidder i.e., whether 'authorized dealer' or 'authorized distributor' or 'authorized supplier' or wholly owned subsidiary of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway.
 - b. Authorization letter issued by the OEM in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.
 - c. In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.
- 4.0 Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.
- 5.0 Authorization letter and warranty/guarantee back-up as aforesaid must be issued to the bidder by the Original Equipment Manufacturer (OEM) in their official letter head only. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.
- 6.0 Unsolicited bids shall be straightway rejected.
- 7.0 Bidder/OEM must submit an undertaking alongwith the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of it's receipt at destination, 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 date of receipt of the equipment at destination, without which offer will not be considered for evaluation/placement of order.
- 8.0 Delivery required against this tender is maximum sixteen (16) weeks from the date of opening of LC in case order is placed on the foreign supplier OR within sixteen (16) weeks from the date of receipt of order in case order is placed on indigenous supplier. Date of clean Bill of Lading (B/L in case of foreign supplier) or Consignment Note date (C/Note date in case of indigenous supplier) shall be considered as delivery date. Bidder must comply the above schedule and confirm in their Techno-Commercial bid. Bids not meeting time schedule as mentioned above shall be summarily rejected.

(B) FINANCIAL CRITERIA:

- 1.0 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum US\$ 18,137.00 or INR 12.23 Lacs during any of the preceding 03 (three) financial years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not 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 2017 - 18).
- 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 2017 - 18 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 technical bid:-
 - i) A certificate issued by a practicing Chartered Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-IV.
 - OR
 - ii) Audited Balance Sheet along with Profit & Loss account. 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) COMMERCIAL

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

Rejection Criteria.

- 1.0 Bids are invited under Single Stage Composite Bid System. Bidders shall quote accordingly under Single Stage Composite Bid System.
- 2.0 The prices offered shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.
- 4.0 Bids containing incorrect statement shall be rejected.
- 5.0 Validity of the bid shall be **minimum 90 days** from the date of actual Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 **Bid security in ORIGINAL of INR 48,920.00 OR US\$ 723.00;** shall be furnished as a part of the TECHNICAL BID. **Any bid not accompanied by a proper bid security in ORIGINAL will be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 6.1 For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
- 6.2 Bank Guarantee towards Bid Security shall remain valid up to 28.02.2019.
- 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 commissioning of the item at destination, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier’s expenses at no extra cost to OIL.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten (10%) of total evaluated value of Order, which should remain valid throughout the period execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.
- 9.0 The Bidders should quote for all the tender items. Incomplete bids shall be rejected.
- 10.0 Bidders are required to submit the summary of the prices in their price bids as price bid format (Summary), given below:

(Please indicate HSN Code of Material & SAC Code for Services)

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

Please submit Price Schedule as per tender requirement specified in Annexure –I as under:

- (A) Basic & Total Material Value of Corrosive properties test apparatus including accessories & spares against item No. 10:
- (B) Packing & FOB Charges :
- (C) Total FOB Port of Shipment value, (A + B) above :
- (D) Air Freight Charges upto Kolkata, India :
- (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 on H:
- (J) Compensatory Cess, if any on I:
- (K) Total CIF+IGST Landed Value (H+I+J):
- (L) Installation/Commissioning cum Training Charges including GST against item No. 20:
(Please indicate applicable GST Rate Separately)
- (M) AMC Charges for 3 Years including GST after warranty against item No. 30:
(Please submit per year AMC charges as specified in Annexure –I) (Please indicate applicable GST Rate Separately)
- (N) Grand Total Value as above (K+L+M) :
- (O) Grand Value in words :
- (P) Gross Weight :
- (Q) Gross Volume :
- (R) Country of Origin & Port of Shipment :

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

Please submit Price Schedule as per tender requirement specified in Annexure –I as under:

- (A) Basic & Total Material Value of Corrosive properties test apparatus including accessories & spares against item No. 10:
- (B) Packing and Forwarding Charges:
- (C) Total Ex-works value, (A + B) above :
- (D) GST on C :
- (E) Compensatory Cess, if any on (D)
- (F) Total FOR Dispatching Station price, (C+D+E) above
- (G) Transportation charges to Duliajan including GST :
- (H) Insurance Charges @0.5% on F including GST:
- (I) Total FOR Duliajan value, (F + G + H) above
- (J) Installation/Commissioning Charges cum Training including GST against item No. 20:
(Please indicate applicable GST Rate Separately)
- (K) AMC Charges for 3 Years including GST after warranty against item No. 30:

(Please submit per year AMC charges as specified in Annexure –I) (Please indicate applicable GST Rate Separately)

- (L) Grand Value as above (I+J+K)above :
- (M) Grand Value in words :
- (N) Gross Weight :
- (O) Gross Volume :
- (P) Import Content, if any

Note: 1) Domestic Bidders must quote inland freight/courier 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) Corrosive Properties Test Apparatus is for use in DSIR registered and recognized in-house Laboratory of R&D Department and eligible for exemption of customs duty. Essentiality Certificate for availing customs duty exemption for import of item/equipments meant for R&D purpose shall be issued by GENERAL MANAGER (R&D) as and when required. However, IGST @5% shall be applicable for import of item/equipments. IGST @5% shall be applicable for Indigenous bidders also.

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.

(II) 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:

1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided under (I), (C), Commercial Para 10.0 and detailed below.

- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.0 To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made as under, subject to corrections / adjustments, if any.

4.1 When only foreign bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in para **10.0, (i), (N) of (I), (C), Commercial** above.

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

4.2 When only domestic bidders are involved:

Comparison of bids will be done on the basis of "TOTAL VALUE" as mentioned in para **10.0, (ii), (L) of (I), (C), Commercial** above.

4.3 When both foreign and domestic bidders are involved:

The Grand Total Value of domestic bidder **as per para 10.0, (ii), (L) excluding (G+H) of I, (C), Commercial i.e** Grand Total Value of domestic bidder excluding inland transportation charges including GST and Insurance charges including GST worked out as above and Grand Total Value of the foreign bidder worked out **as per para 10.0, (i), (N) of I, (C), Commercial** will be compared.

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

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

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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.

COMMERCIAL

<u>Sl#</u>	<u>REQUIREMENT</u>	<u>COMPLIANCE</u>
1.0	Whether bid submitted under Single Stage Composite Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	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?	
3.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, provide details	Yes / No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 90 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of tender Payment Terms ?	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule (refer Para 10.0 of BRC Commercial vide Annexure – II)?	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 & air freight up to Kolkata port (Excluding marine insurance) ?	Yes / No

9.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	Yes / No
10.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
10.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
10.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
11.0	Whether all BRC/BEC clauses accepted ?	Yes / No
12.0	Whether all Financial documents as per BRC Financial vide Annexure – II have been uploaded?	Yes / No

Signature _____

Name _____

Designation _____

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**