



**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**P.O. Duliajan – 786602, Assam**

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Tender No. & Date	: <b>SDG8785P19/08 dated: 28.07.2018</b>
Tender Fee	: <b>INR 6,000.00 OR USD 100.00</b>
Bid Security Amount	: <b>INR 20,700.00 OR USD 300.00</b>
Bidding Type	: <b>SINGLE STAGE COMPOSITE BID SYSTEM</b>
Period of Sale of Bid Documents	: <b>From 11.08.2018 to 19.09.2018; 15:30 Hrs (IST)</b>
Bid Closing on	: <b>26.09.2018 (at 11.00 Hrs. IST)</b>
Bid Opening on	: <b>26.09.2018 (at 14.00 Hrs. IST)</b>
Bid Validity	: Bid should be valid for <b>90 days</b> from bid closing date.
Bid Bond Validity	: Bid Bond Should be valid up to <b>26.03.2019</b>
Performance Guarantee	: <b>Applicable @ 10% of Order value</b>
Integrity Pact	: <b>Not Applicable</b>
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)

**OIL INDIA LIMITED invites Global Tenders for items detailed below:**

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

<b>Item No</b>	<b>Item Description</b>	<b>Quantity</b>
10	<p>HPHT Filter Press: The HTHP (High Temperature, High Pressure) Filter Press is designed for testing drilling fluids and cement under elevated temperatures and pressures. This simulates the amount of fluid loss under pressure against a permeable formation.</p> <p>Technical Details / specifications:</p> <p>1. Scope of Supply</p> <p>The HPHT FILTER PRESS used in laboratory for measurement of fluid loss of oil well cement slurries under certain specified conditions of pressure and temperature in accordance with relevant API specification 10B-2 standard.</p> <p>2. General Features</p> <p>a) The system shall be self-sufficient and complete in all respects and ready for operation as per the specification.</p> <p>b) The system shall be brand new and of latest model and user friendly.</p> <p>c) All the wetted and non-wetted parts of the equipment should be corrosion resistant as well as of rust proof material.</p> <p>d) Maximum Operating Temperature: #500deg F(260degC)</p> <p>e) Maximum Pressure: Cell: #1800psig (12.4MPa) Backpressure #750psig (5.17 MPa)</p> <p>f) Sample Cell Volume: 500ml</p> <p>g) Receiver Volume: 100ml</p> <p>h) Filtering Area: 3.5sq in (22.58sq cm)</p> <p>i) Heating Capacity: 800 Watts</p> <p>j) Power Supply: 115/230V AC, Frequency</p>	1 No.

	50/60Hz  Calibration certificate: Adequate Calibration certificates (traceable to NABL or any other recognized calibration agency) of measuring cylinders, thermocouples etc should be submitted by the supplier at the time of delivery.	
20	Installation & Commissioning of Item no -10	1 AU

#### **BB. SPECIAL NOTES TO THE BIDDERS:**

1. Essential Spares, Consumables, and Tools & Accessories: The bidder shall supply tools and accessories, spares and consumables for initial installation & commissioning free of cost along with the main equipment. The supplier shall also provide the essential consumables for two years trouble free operation. The prices of these consumables should be included with the basic price of the equipment.

2. Material: Vendor must confirm that material of construction offered for equipment shall be compatible with specified operating conditions and parameters and shall be suitable for intended service except as required or prohibited by data sheet with relevant code & standards.

3. Name Plate / Marking: Following information shall be securely stamped / stenciled on the body of the equipment / item or through a metallic plate tagged on the equipment / item.

- a. Manufacturer's Name:
- b. Model No.:
- c. Serial No:
- d. Date / Year of Manufacture:
- e. Oil India Purchase Order No with date.
- f. Any other relevant information.

4. Miscellaneous: literature, manual, drawings & other relevant documents etc.: One set of operational and maintenance manual, Instruction Manual, circuit diagram etc. (both hard copy and soft copy) shall be provided by the successful bidders at the time of supply of HPHT Filter Press.

5. Manufacturing Test & Performance test Certificate: The equipment has to be tested thoroughly at supplier's yard before shipment for its straightway commissioning. No refurbished built system other than original manufacturer's yard will be accepted.

6. Packing: Item should be strictly packed in sturdy, durable & weather proof packing to avoid any transit damage.

7. After Sales Service & Spares:

- a. The supplier shall provide list of consumables and all the spare parts required for smooth functioning of the equipment.
- b. The supplier shall provide a catalogue of spares and consumables with their part number, description and unit price which shall be valid for 2 years along with the equipment.
- c. The original equipment manufacturer (OEM) shall also confirm in writing that the spares for the quoted model will be available for a period of ten years after successful installation and commissioning of the instrument.
- d. The supplier shall also provide Tool kit containing essential tools required for repair and maintenance of the apparatus.
- e. The supplier shall provide all the essential accessories required to make it a self-sufficient unit and to meet all the functionality of the equipment.

**8. Installation, Commissioning and Demonstration/Testing and training:**

- a. Installation and commissioning of the equipment shall be carried out with trial run of samples to the entire satisfaction of user at Chemical Department, OIL, Duliajan premises for its satisfactory performance. The supplier shall replace defective parts if found any, during installation or during the warranty period. During installation the supplier's representatives shall provide hands on training free of cost to the OIL representatives for proper operation and maintenance of the equipment.
- b. The party must depute their installation engineer must report within 30 days of notice issued after arrival of consignment at Duliajan.
- c. Transportation and lodging/boarding expenses of Service Engineer (s) deputed for Installation/Commissioning and Training shall be borne by the supplier. However, OIL may provide accommodation on request on chargeable basis to the personnel at the time of commissioning /installation of the equipment.

**9. Payment: Payment shall be released as per OIL's standard clause.**

**10. Warranty:**

- i). The Supplier has to provide Warranty certificate with validity period of 18 months from the date of dispatch or 12 months from date of Installation & commissioning whichever is earlier.
- ii). The Supplier should warrant that the equipment will satisfy the requirements of the intended service.
- iii). In case any defect / operational problem noticed in the equipment within warranty period, OIL shall inform the supplier and accordingly supplier shall depute their personnel within 14 days on receipt of such intimation to investigate the cause of the defect and arrange rectification/ replacement / modification as necessary within a reasonable period.
- iv). In case the defect is such nature that the equipment needs to be taken to supplier's workshop for rectification of the defect, the supplier shall arrange and take

the equipment at their own cost after necessary undertaking/security as may be required by OIL.


**11. Bidder should categorically confirm in the technical bid a delivery schedule within Six (06) months, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Six (06) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.**

12. Bidder to sign and submit completely filled up Technical check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification.

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

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

Sl No	Clause description
1.0	<b>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.</b>
2.0	<b>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.</b>
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 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.  <b>a) Original Bid Security along with two duplicate copies of Bid Security.</b> <b>b) Any other documents which have been particularly asked for in this tender for submission.</b>
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 <b>SINGLE STAGE-COMPOSITE BID SYSTEM</b>. The bidder has to submit both the <b>“TECHNO-COMMERCIAL UNPRICED BID”</b> and <b>“PRICED BID”</b> 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> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Notes and Attachments</div> <div style="border: 1px solid black; padding: 5px;">Technical attachments</div> </div> <div style="width: 65%;"> <div style="background-color: yellow; padding: 5px; margin-bottom: 5px;">→ Only Price Details Should Be Uploaded</div> <div style="background-color: yellow; padding: 5px;">→ All technical bid documents except price details</div> </div> </div> <p>Please do refer <b>“NEW INSTRUCTION TO BIDDER FOR SUBMISSION”</b> for the above two points and also please refer <b>“ New Vendor Manual (effective 12.04.2017) ”</b> available in the login Page of the OIL’s E-tender Portal.</p> <div style="display: flex; align-items: center;">  <div style="width: 20%; background-color: orange; border-radius: 15px; padding: 10px; margin-left: 10px; text-align: center;">       Click here for the New Manual &amp; Instruction     </div> </div>
8.0	<p>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.</p>
9.0	<p>Please mention clearly in your quotation the Net. Weight, Gross Weight &amp; 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.</p>
10.0	<p>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.</p>
11.0	<p>Other terms and conditions of the tender shall be as per “General Terms &amp; 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 &amp; 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.</p>
12.0	<p>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</p>

	"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 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."</p>
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 one year (12 months) from the date of satisfactory commissioning of the equipment at designated place. 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	<b>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>

18.0	<p>Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms &amp; 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. <b>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.</b> 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><b>Payment terms: Payment shall be released as follows-</b></p> <p><b>(i) 80% of order value for material supply shall be released on supply against proof of dispatch/shipment.</b></p> <p><b>(ii) Remaining 20% along with the installation/ commissioning cum training charges shall be paid after successful commissioning and acceptance of material by OIL at site.</b></p>
21.0	<p><b>Liquidated Damages: Refer to "General Terms &amp; 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.</b></p>
22.0	<p><b>The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas</b></p> <p><b>which are issued/renewed after 01/04/99 and hence Nil Customs Duty &amp; concessional IGST during import will be applicable for foreign bidders. Indigenous bidder shall be eligible for concessional rate of GST against Essentiality Certificate for invoice valuing INR 10 lakh and above.</b></p> <p><b>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export, where import content is declared by the bidder for availing Custom Duty benefit on the import content.</b></p> <p><b>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.</b></p>



23.0	<p>Bidders to note that Ministry of Petroleum &amp; 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><b><u>Clauses related to GST</u></b></p> <ol style="list-style-type: none"> <li>1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings: <ol style="list-style-type: none"> <li>(a) GST - means any tax imposed on the supply of goods and/or services under GST Law.</li> <li>(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.</li> <li>(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.</li> </ol> </li> <li>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 &amp; 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.</li> <li>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 &amp; 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.</li> <li>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.</li> <li>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</li> </ol>

	<p>and the same will be reimbursed by bidders.</p> <p>6. <b>When Input tax credit is available for Set Off</b>  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><b>When Input tax credit is NOT available for Set Off</b>  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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**DD :: Purchase preference policy (linked with Local Content) (PP-LC)**

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. **PPLC Policy** is applicable to this tender, and a new Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished vide Annexure -VII. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable.

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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 each tendered item/ equipment preceding to the original Bid Closing date of the tender.
- 2.2** In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.
- 2.3** Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:

- (i) Satisfactory supply / completion / installation report (OR)
- (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
- (iii) Consignee receipt / delivery receipt (OR)
- (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/ 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 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/ 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 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.
- 8. Bidder should categorically confirm in the technical bid a delivery schedule within Six (06) weeks, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Six (06) weeks after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.**

**(B) FINANCIAL CRITERIA:**

- 1.0 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum **US\$ 7,500.00 or INR 5.18 Lakhs** 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 Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 **Bid security in ORIGINAL** 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).
- 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 one year (12 months) from the date of satisfactory commissioning of the equipment at designated place against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten (10%) of total evaluated value of Order, which should remain valid throughout the period execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders

should undertake in their bids to submit Performance Security as stated above

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

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

- (A) Total Material Value of HPHT Filter Press:**
- (B) Packing & FOB charges:**
- (C) Pre Despatch Inspection Charges (if any):**
- (D) Total FOB Value, A+B+C:**
- (E) Overseas Freight Charges up to Kolkata, India:**
- (F) Banking & Insurance, @1.5% of D :**
- (G) CIF Value, D+E+F :**
- (H) IGST @ 5% on G:**
- (I) Compensatory Cess, if any:**
- (J) CIF+GST Value, G+H+I :**
- (K) Total Installation /Commissioning cum Training Charges (if any) :**
- (L) Applicable rate of GST on K:**
- (M) AMC Charges, if any:**
- (N) Applicable rate of GST on M:**
- (O) Total Value, J+K+L+M+N:**
- (P) Total Value in words :**
- (Q) Gross Weight:**
- (R) Gross Volume :**

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

- (A) Total Material Value of HPHT Filter Press:**
- (B) Packing & Forwarding charges, if any:**
- (C) Pre Despatch Inspection Charges (if any)**
- (D) Total Ex-Works Value, A+B+C:**
- (E) Applicable rate of GST on D:**
- (F) Compensatory Cess, if any:**
- (G) Total FOR Despatching Station Value, D+E+F:**
- (H) Inland Freight Charges upto Duliajan, Assam including GST:**
- (I) Transit Insurance Charges, if any including GST:**
- (J) Total Installation /Commissioning cum Training Charges (if any):**
- (K) Applicable rate of GST on J:**
- (L) AMC Charges, if any:**
- (M) Applicable rate of GST on L:**
- (N) Total Value, G+H+I+J+K+L+M:**
- (O) Total Value in words :**
- (P) Gross Weight:**
- (Q) Gross Volume:**
- (R) Import Content, if any:**

Note: i) Please indicate HSN /SAC Code of the quoted material, accessories & services. Cost of the individual items should be shown separately.



ii) 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.

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

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

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

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

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

## **(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 9.0 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 **9.0 (i) (O) 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 **9.0 (ii) (N) 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 9.0 (ii) (N) excluding (H+I) 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 9.0 (i) (O) 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.

\*\*\*\*\*

**COMMERCIAL 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 no.</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
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 <b>validity of 90 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
4.4	Whether confirmed acceptance of tender Payment Terms ?	Yes / No
5.0	Whether confirmed <b>to submit PBG</b> 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 9.0 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 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 \_\_\_\_\_

**(B) TO BE FILLED UP IN DETAIL:**

S1 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 of Integrity pact, if required as per NIT	
10	Confirm submission of 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 In INR (Rs.) Crores/ US \$ Million) *</b>	<b>NET WORTH In INR (Rs.) Crores / US \$ 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**

**Technical Evaluation Matrix (Technical Specifications)**

<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>
1.0	SCOPE OF SUPPLY & EQUIPMENT DESCRIPTION:		
	The HPHT FILTER PRESS used in laboratory for measurement of fluid loss of oil well cement slurries under certain specified conditions of pressure and temperature in accordance with relevant API specification 10B-2 standard.		
2.0	General Features		
	a) The system shall be self-sufficient and complete in all respects and ready for operation as per the specification.		
	b) The system shall be brand new and of latest model and user friendly.		
	c) All the wetted and non-wetted parts of the equipment should be corrosion resistant as well as of rust proof material.		
	d) Maximum Operating Temperature: ≥500deg F(260degC)		
	e) Maximum Pressure: Cell: ≥1800psig (12.4MPa) Backpressure: ≥750psig (5.17 MPa)		
	f) Sample Cell Volume: 500ml		
	g) Receiver Volume: 100ml		
	h) Filtering Area: 3.5sq in (22.58sq cm)		

	i) Heating Capacity: 800 Watts		
	j) Power Supply: 115/230V AC, Frequency 50/60Hz		
<b>3.0</b>	<b>Calibration certificate:</b>		
	Adequate Calibration certificates (traceable to NABL or any other recognized calibration agency) of measuring cylinders, thermocouples etc should be submitted by the supplier at the time of delivery.		
	<b>Special Terms and Conditions:</b>		
<b>1.0</b>	Essential Spares, Consumables, and Tools & Accessories: The bidder shall supply tools and accessories, spares and consumables for initial installation & commissioning free of cost along with the main equipment. The supplier shall also provide the essential consumables for two years trouble free operation. The prices of these consumables should be included with the basic price of the equipment.		
<b>2.0</b>	Material: Vendor must confirm that material of construction offered for equipment shall be compatible with specified operating conditions and parameters and shall be suitable for intended service except as required or prohibited by data sheet with relevant code & standards.		



<b>3.0</b>	<p>Name Plate / Marking: Following information shall be securely stamped / stenciled on the body of the equipment / item or through a metallic plate tagged on the equipment / item.</p> <p>a. Manufacturer's Name:</p> <p>b. Model No.:</p> <p>c. Serial No:</p> <p>d. Date / Year of Manufacture:</p> <p>e. Oil India Purchase Order No with date.</p> <p>f. Any other relevant information</p>		
<b>4.0</b>	<p>Miscellaneous: literature, manual, drawings &amp; other relevant documents etc.: One set of operational and maintenance manual, Instruction Manual, circuit diagram etc. (both hard copy and soft copy) shall be provided by the successful bidders at the time of supply of HPHT Filter Press.</p>		
<b>5.0</b>	<p>Manufacturing Test &amp; Performance test Certificate: The equipment has to be tested thoroughly at supplier's yard before shipment for its straightway commissioning. No refurbished built system other than original manufacturer's yard will be accepted.</p>		
<b>6.0</b>	<p>Packing: Item should be strictly packed in sturdy, durable &amp; weather proof packing to avoid any transit damage.</p>		

<b>7.0</b>	<p><b>After Sales Service &amp; Spares:</b></p> <p>a. The supplier shall provide list of consumables and all the spare parts required for smooth functioning of the equipment .</p> <p>b. The supplier shall provide a catalogue of spares and consumables with their part number, description and unit price which shall be valid for 2 years along with the equipment.</p> <p>c. The original equipment manufacturer (OEM) shall also confirm in writing that the spares for the quoted model will be available for a period of ten years after successful installation and commissioning of the instrument.</p> <p>d. The supplier shall also provide Tool kit containing essential tools required for repair and maintenance of the apparatus.</p> <p>e. The supplier shall provide all the essential accessories required to make it a self-sufficient unit and to meet all the functionality of the equipment.</p>		
<b>8.0</b>	<b>Installation, Commissioning and Demonstration/Testing and training:</b>		

	a. Installation and commissioning of the equipment shall be carried out with trial run of samples to the entire satisfaction of user at Chemical Department, OIL, Duliajan premises for its satisfactory performance. The supplier shall replace defective parts if found any, during installation or during the warranty period. During installation the supplier's representatives shall provide hands on training free of cost to the OIL representatives for proper operation and maintenance of the equipment.		
	b. The party must depute their installation engineer must report within 30 days of notice issued after arrival of consignment at Duliajan.		
	c. Transportation and lodging/boarding expenses of Service Engineer (s) deputed for Installation/Commissioning and Training shall be borne by the supplier. However, OIL may provide accommodation on request on chargeable basis to the personnel at the time of commissioning /installation of the equipment.		
<b>9.0</b>	<b>Warranty:</b>		
	i) The Supplier has to provide Warranty certificate with validity period of 18 months from the date of dispatch or 12 months from date of Installation & commissioning whichever is earlier.		
	ii) The Supplier should warrant that the equipment will satisfy the requirements of the intended service.		

	iii). In case any defect / operational problem noticed in the equipment within warranty period, OIL shall inform the supplier and accordingly supplier shall depute their personnel within 14 days on receipt of such intimation to investigate the cause of the defect and arrange rectification/ replacement / modification as necessary within a reasonable period.		
	iv). In case the defect is such nature that the equipment needs to be taken to supplier's workshop for rectification of the defect, the supplier shall arrange and take the equipment at their own cost after necessary undertaking/security as may be required by OIL.		
<b>10</b>	<b>Bidder should categorically confirm in the technical bid a delivery schedule within Six (06) months, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Six (06) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.</b>		
<b>11</b>	Bidder to sign and submit completely filled up Technical check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification.		
<b>12</b>	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.		

**Technical Evaluation Matrix (BEC/BRC)**

	<b><u>BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)</u></b>	<b>Compliance / Non-Compliance</b>
	<b><u>GENERAL CONFORMITY</u></b>	
	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.	
	<b><u>BID REJECTION CRITERIA (BRC)</u></b>	
(A)	<b>TECHNICAL:</b>	
1.0	<b><u>BIDDER'S ELIGIBILITY:</u></b>	
1.1	<b>The bidder should be an Original Equipment Manufacturer (OEM)</b> of the tendered item (s).	
	<b>OR</b>	
1.2	<b>The bidder should be an authorized dealer/authorized distributor /authorized supplier/wholly owned subsidiary</b> of an Original equipment manufacturer (OEM) of the tendered item(s).	
2.0	<b><u>IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):</u></b>	-
	The bidder must comply to the following:	
2.1	The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.	

2.2	In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.	
2.3	Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:	
	(i) Satisfactory supply / completion / installation report (OR)	
	(ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)	
	(iii) Consignee receipt delivery receipt (OR)	
	(iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat./GST Invoice	
	(v) Any other documents which shall prove that the bidder has successfully executed such order (s).	
	<b>Note:</b> 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	<b><u>IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:</u></b>	
	The bidder must fulfill the flowing requirements:	
3.1	The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment proceeding to the original Bid Closing date of the tender.	

3.2	Additionally, the bidder himself/themselves should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.	
3.3	Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:	
	(i) Satisfactory supply / completion / installation report (OR)	
	(ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)	
	(iii) Consignee receipt delivery receipt (OR)	
	(iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat./GST Invoice	
	(v) Any other documents which shall prove that the bidder has successfully executed such order (s).	
	<b>Note:</b> 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 <b>Authorization Certificate/Letter</b> 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.	
	<b><u>NOTES TO BIDDER:</u></b>	

	<b>a.</b> 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>b.</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.	
	<b>c.</b> In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.	
4.0	Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.	
5.0	Authorization letter and warranty/guarantee back-up as aforesaid must be issued to the bidder by the Original Equipment Manufacturer (OEM) in their official letter head only. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.	
6.0	Unsolicited bids shall be straightway rejected.	
7.0	Bidder/OEM must submit an undertaking alongwith the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.	



(B)	<b><u>FINANCIAL CRITERIA:</u></b>	-
1.0	<b><u>Annual Turnover:</u></b> The bidder shall have an annual financial turnover of minimum <b>US\$ 7,480.00 or INR 5.18 Lakhs</b> 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 2017-18).	
3.0	<p>Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year 2017-2018 (As the case may be) has actually not been audited so far'.</p> <p>Note:</p> <p>a) For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid:-</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <u>ANNEXURE IV</u>.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit &amp; Loss account. In case of Foreign bidders, self-attested/digitally signed printed published accounts are also acceptable</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>	
4.0	In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, 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)	<b><u>COMMERCIAL:</u></b>	-

	<b><u>Standard commercial BRC as applicable to be included. Additionally following clause to be included at the end:</u></b>	
1.0	Bidder shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:	
	i) Liquidated Damages	
	ii) Warranty/Guarantee of material	
	iii) Arbitration / Resolution of Dispute	
	iv) Force Majeure	
	v) Applicable Laws	

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