



**FORWARDING LETTER**

M/s \_\_\_\_\_

Subject: **Tender No. SDH5872P21/06 Dated 07.12.2020 for Procurement of 1130 HP DC Drilling Motors with Blower Unit**

Dear Sir/Madam,

- 1.0 **OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Navratna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.
- 2.0 In connection to its operations, OIL invites **National Competitive Bids (NCB)** from competent and experienced bidders through OIL's e-procurement site for "**PROCUREMENT OF 1130 HP DC Drilling Motors with Blower Unit**". One complete set of Bid Document for above is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No	:	<b>SDH5872P21/06 DATED 07.12.2020</b>
Type of Bidding	:	<b>SINGLE STAGE TWO BID SYSTEM</b>
Bid Closing Date & Time	:	<b>30.12.2020; 11:00 HRS.</b>
Technical Bid Opening Date & Time	:	<b>30.12.2020; 14:00 HRS.</b>
Price Bid Opening Date & Time	:	<b>TO BE DECIDED LATER</b>
Bid Security Amount	:	<b>NOT APPLICABLE</b>
Bid Security Validity	:	<b>NOT APPLICABLE</b>
Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
Bid Opening Place	:	Office of CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	:	Bid should be valid for <b>120 days</b> from actual bid closing date.
Original Bid Security to be submitted	:	NOT APPLICABLE

Performance Guarantee	:	Applicable @ 3% of Order value
Integrity Pact	:	Applicable
Document Verification		<b>Not Applicable</b> (Detailed in Point 44 of Annexure-II AA – General Notes to Bidders)
Contact Details	:	KUMAR ABHIMANYU, Manager Materials (FD) E-MAIL: <a href="mailto:kumar_abhimanyu@oilindia.in">kumar_abhimanyu@oilindia.in</a> <a href="mailto:matdmmfd1@oilindia.in">matdmmfd1@oilindia.in</a> ; PHN: 0374-2808724
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: <a href="mailto:erp_mm@oilindia.in">erp_mm@oilindia.in</a>
Bids to be addressed to	:	CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.

**LIST OF ANNEXURES APPLICABLE**

General Terms & Conditions	:	MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders
Annexure-I AA	:	Item Details and Quantities of Items
Annexure-I BB	:	Special Notes
Annexure-II AA	:	General Notes to Bidders
Others	:	Any other document uploaded online in OIL's E-procurement portal and all applicable Annexures as per Document MM/LOCAL/E-01/2005.

3.0 OIL looks forward to your active participation in the Tender.

Thanking You!  
Yours Faithfully,  
OIL INDIA LIMITED

(KUMAR ABHIMANYU)  
Manager Materials (FD)  
For CGM-Materials (HoD)  
For Resident Chief Executive

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ANNEXURE – I: AA :: ITEM DETAILS & QUANTITY OF ITEMS

SL NO/Ma t Code	ITEM DESCRIPTION	QUANTITY
10 0C00 0157	<p>Specification:</p> <p><b>1130 HP DC Drilling Motor with blower unit and auxiliary AC motor for Mud Pump application</b></p> <p>1130 HP, Horizontal, splash-proof fully guarded (IP44), blower ventilated DC Drilling Motor: Motor shall be suitable for oilfield duty to be used in hazardous areas for driving <b>National Oilwell Varco make Mud Pump (MODEL: 12-P-160HP)</b> &amp; shall be certified Ex-p/Ex-e IIA &amp; IIB and temperature rise (maximum)- 155 Deg C.</p> <p><b>1.0 Existing Motor Specifications</b></p> <p>1. Type of Winding: SHUNT</p> <p>2. Continuous duty rating:</p> <p>a. Capacity: 1130HP (843 KW)</p> <p>b. Rated torque: 5705 lb-ft,</p> <p>c. Rated AMPS DC: 1185 Amps DC,</p> <p>d. Rated DC Volt: 750 VDC,</p> <p>e. Rated Field AMPS : 60 Amps</p> <p>f. Rated RPM: 1040</p> <p>3. Draw Works duty cycle (S9):</p> <p>a. Capacity: 1365 HP</p> <p>b. Rated torque: 6745 lb-ft,</p> <p>c. Rated AMPS DC: 1435 Amps DC,</p> <p>d. Rated DC Volts: 750VDC,</p> <p>e. Rated Field AMPS : 60 Amps</p> <p>f. Rated RPM: 1065</p> <p>4. Insulation Class: Class H insulation</p> <p>5. Shaft: Single shaft extension with hub. High strength 4340 alloy steel shaft</p> <p>6. Motor enclosure: IP44</p> <p>7. Stator: Stator with form wound windings</p> <p>8. Rotor: Copper chromium alloy rotor bars and end rings</p> <p>9. Temperature rating: maximum temperature rise- 155 Deg C</p> <p>10. Cooling: Forced cooling by blower unit mounted on motor frame. Air flow meets or exceeds 2800 SCFM,</p> <p>11. Motor Terminal Box:</p> <p>a. Stainless steel universal (field convertible from A to B side) with bus bar connections for main cable terminations, terminal points for RTD, winding heaters &amp; pressure sensor connections.</p> <p>b. Power Cable: Lug Type terminals (suitable for 300mm<sup>2</sup> size single core EPR/ EVA/HOFR cable), to be fixed with the Bus Bar.</p>	<b>01 NO.</b>

The power cables shall be connected to the bus bars using thimble type lugs of 300 sq mm.

c. Control Cable: One number 20 pin control socket with female pins; located in terminal box. The wiring of the socket shall be complete in all respect with proper ferrule number.

Make of the socket – Pyle National or equivalent

d. Enclosure of Motor Terminal Box: IP56, Ex certified (Confirming to IEC 60529; IS / IEC 60079-1).

12. Cable entry glands: Single compression cable glands, suitable for 300 mm<sup>2</sup> EPR/ EVA/HOFR single core, un-armoured cables. Unused cable entry ports should be plugged. Cable entry should be from the bottom of Motor Terminal box of the motor.

13. RTDs: 2 numbers (minimum), 100-ohm platinum embedded in stator slots and wired to main terminal box of the motor.

14. Space (Anti-condensation) Heater: 400-watt tape heaters (200-watts on each end of motor), wired to main terminal box of the motor, and connected at 240V and field convertible to 120V.

15. Air pressure switch: One Air Pressure Switch to monitor air flow from the blower unit, fitted with 1 NO + 1 NC auxiliary changeover contact. The same shall be wired to the main terminal box of the motor.

16. Lock Out Switch- A safety lock out switch shall be provided with manual on-off. The interlocking connection for the lockout switch shall be wired to the main terminal box of the motor.

### 3.0 Existing Blower unit:

1. Centrifugal type Blower unit should be mounted on AC Drilling Motor frame, and driven by one AC motor for pressurizing, cooling and purging the DC drilling motor. Blower motor speed should be constant, independent of DC drilling motor speed.

2. Fan speed – 2935 RPM, capacity – meets or exceeds 2800 SCFM air flow.

3. Rating of motor – 15 HP, 3 Phase, 415 Volts ± 10%, 50 Hz, Continuous rated, Squirrel cage Induction motor. Motor should be rated for DOL starting.

4. Direction of rotation of the blower fan should be marked permanently and prominently on the outer surface of the blower unit.

5. Motor Enclosure : IP 56

6. Connections – All connections to be through double compression FLP cable glands suitable for un-armoured EPR/ EVA cables. Unused cable entry ports should be plugged with metal plugs.

7. Motor insulation class- F

## ANNEXURE – I: BB: SPECIAL NOTES:

1. The bidder shall confirm that materials to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 18 months from the date of dispatch/shipment or 12 months from the date of receipt at destination, whichever is earlier, against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.
2. **Specific Make & Model: Motor is intended to be used as replacement for existing GE Make GE 752 RB 1A, 1130 HP horizontal DC drilling motor, and as such should be identical in all respect (both mechanically and electrically) to this motor unit. The bidder has to categorically confirm the same in their offer.**
3. The motor shall be of minimum 1100 HP and identical in all respect to **GE Make GE 752 RB 1A, 1130 HP** horizontal DC drilling motor (to be used as replacement).
4. Test Certifications:
  - (a) As per OMR 2017, all electrical equipment shall be suitable for use in oilfield hazardous area, Zone-I & Zone-2, and Gas group IIA and II B of oil mines and shall conform to the following standards:
    - i. The Main DC Drilling motor along with its enclosure shall be of explosion proof (Type Ex-e) and shall conform to IS/IEC/EN: 60079-0:2011, IS/IEC/EN: 60079-2/ IS/IEC/EN: 60079-7 & IS/IEC 60034-5 (for IP).
    - ii. The Blower motor along with its enclosure shall be of explosion proof (Type Ex-d) and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007.
  - (b) Test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility; shall be submitted along with the quotation as well as supply of Materials.

5. Spare List: Bidder shall provide a list of 2 (two) years operational spares for maintenance of the DC Drilling motor and the blower unit along with the bid. An un-priced copy of this list of operational spares is to be attached with the technical bid. The list shall contain the make, model, part number and quantity of the spares. Names of probable sources for these spares should also be indicated. **This shall not be considered for Evaluation.**

6. O&M Manuals & Test Reports: 3 copies of Operation and maintenance manuals of the DC Drilling motor along with the blower unit shall be submitted along with the supply of the unit. Total 3 (Three) sets of soft copies (preferably in flash drive format) shall also be submitted along with the unit.

Reports of tests conducted on the motors (Type / Routine / Load tests) shall be provided to Oil India Limited along with the supply of the unit.

7. Approval of Drawings: Detailed dimensional/GA drawings of the DC Drilling motor along with the Blower unit including foot-print, shaft height (with accessories like blower unit, coupling hub etc.), wiring diagram of the DC Drilling motor and the blower motor terminal block (to control socket) and DC Drilling motor and Blower motor characteristics curve shall be submitted by the bidder along with the bid/quotation. Another set of drawings should be submitted by approved bidder, and these drawings shall be approved by OIL before actual assembly.

8. TESTING AND INSPECTION:

(a) Motor along with its blower assembly and other accessories shall be inspected at Manufacturer works. Inspection may be in stages (including inspection of tests on motors), or final performance testing and inspection before dispatch, by engineers from Oil India. However, such inspection shall not relieve the supplier of his responsibility to ensure that the equipment supplied is free from all manufacturing and other defects and conforms to correct specifications. The supplier shall make necessary arrangements for inspection of the Motor unit under load at their works.

(b) The complete Motor Unit will be inspected and performance tested as required by Engineers from OIL at the supplier's works. The supplier should give inspection call well in advance (at least 3 months). The cost of pre-dispatch inspection if any shall be mentioned separately in their offer. However, fares, boarding/ lodging etc. for OIL's Engineers to carry out the inspection will be borne by OIL.

(c) Test certificates/reports (including Routine Test, Type Test and Test certificates for electrical equipment to be used in hazardous area as per OMR-2017) for the complete Motor unit shall be submitted in

duplicate to the OIL's representative at the time of final inspection, failing which dispatch clearance will not be given.

9. Documents to be submitted: The bidder shall submit, as part of the order, the following documents, along with the offer, During Pre-Dispatch Inspection & During supply of the item:

(a) With Bid: The bidder shall supply the following documents, along with the bid-

- (i) Technical literature or Catalogue.
- (ii) Dimensional/ GA drawing of the Drilling motor along with the Blower Assembly.
- (iii) List of accessories to be provided with the motor.
- (iv) Test Reports for use in hazardous area of the Drilling motor, the Blower Motor and the Encoder.
- (v) OEM authorization/ Dealership Certificate (in case of dealer).

(b) During Pre-Dispatch Inspection:

- (i) Test Reports for electrical equipment to be used in hazardous area as per OMR-2017 of the Drilling motor & the Blower Motor.
- (ii) Type Test and Routine Test of the Drilling motor and the Blower Motor.

(c) With supply: The bidder shall supply the following documents, along with supply of the item: -

- (i) Operating/ Service instruction manual of the motor.
- (ii) Warranty Certificate.

10. PACKING AND DESPATCH TO OIL SITE AT DULIAJAN, ASSAM, INDIA

The VFD motor shall be dispatched to Oil India's designated site at Duliajan, Assam, India. Motors shall be sent from manufacturer's works fully fitted, and ready to be commissioned at drilling sites.

All Electrical components (Motors etc.) shall be packed suitably to avoid ingress of rain, moisture and dust; and to withstand the rigours of travel, as well as storage before final commissioning.

11. Bidder shall mention make and model/type of their offered item. OEM catalogue for the offered item to be furnished along with the offer.



12. The offer shall be complete with DC drilling motor, the blower unit and associated AC Motor and any special handling tools (if required) & accessories. The bidder has to quote the price of the complete Motor Unit inclusive of all tools and accessories and laboratory testing charges, if any.
13. Bidder must confirm every detail of items as specified in the tender. Any deviations must be clearly mentioned which shall be scrutinized for acceptability. Specific type and make of components shall be mentioned clearly. The bidders shall summarize the deviations /modifications separately in their offer document with a heading "Deviations /Modifications" otherwise they will write "NO DEVIATION FROM ENQUIRY". Deviation of any kind shall not be allowed at the time of supply.

ANNEXURE – II: AA :: GENERAL NOTES TO BIDDERS:

Sl No	Clause description
1.0	This Tender has been floated for participation of Indigenous (Indian) bidders only. Hence, only Indigenous bidders are eligible to participate against this tender. Consortiums/Joint venture entities are not eligible to participate against this tender.
2.0	<p>No Bid Security / Earnest Money Deposit (EMD) shall be applicable till 31.12.2021. Instead of EMD / Bid Security, all the bidders shall be required to sign a “Bid securing declaration” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry.</p> <p>Bidders shall submit “Bid Securing Declaration” as per enclosed <b>PROFORMA-4</b> along with their Technical bids.</p>
3.0	<p>a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a></p> <p>b) Necessary Login ID &amp; Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID &amp; Password and request for bid closing date extension on that plea shall not be entertained by Company.</p>
4.0	The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. <b>MM/LOCAL/E-01/2005-May 2020 for E-procurement (LCB Tenders)</b> including Amendment and Addendum to “General Terms & Conditions” for e-Procurement. 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/LOCAL/E-01/2005-May 2020 for E-procurement (LCB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
5.0	Bid must be submitted online through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
6.0	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 CGM Materials, Materials

	<p>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) <del>Original Bid Security along with two duplicate copies of Bid Security.</del> (Deleted)</p> <p>b) Any other documents which have been particularly asked for in this tender for submission.</p>
7.0	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.
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 bidder's risk and may result in rejection of its offer without seeking any clarifications.
9.0	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. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.
10.0	A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BRC/BEC (if applicable).
11.0	<p>The tender is invited under <b>SINGLE STAGE-TWO 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”. <b>Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.</b></p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; background-color: #e0e0e0;">Notes and Attachments</div> <div style="font-size: 2em;">➔</div> <div style="background-color: yellow; padding: 2px;">Only Price Details to be uploaded</div> </div> <div style="display: flex; justify-content: space-around; align-items: center; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; background-color: #e0e0e0;">Technical Attachments</div> <div style="font-size: 2em;">➔</div> <div style="background-color: yellow; padding: 2px;">All technical bid docs except price details</div> </div>
12.0	<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>



## Oil India Limited e-Procurement

User \*

Password \*

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- 13.0 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFX Response-> User - > Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFX Response-> User - > Technical Bid only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.
- 13.1 In case of two bid tenders priced bids of only those bidders will be opened whose offers are found to be techno-commercially & financially acceptable.
- 13.2 The prices must be strictly submitted as per the price bid format only uploaded under tab “Notes & Attachment”. The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.
- 14.0 **AMENDMENT OF TENDER DOCUMENTS:**  
 i) At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s).  
 ii) The Corrigendum(s)/ Addendum(s) will be uploaded in OIL’s E-Tender Portal in the Tab “Technical Rfx” and under External Area - “Amendments” folder. The Company may, at its discretion, extend the deadline for bid

	submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.
15.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
16.0	Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.
17.0	<p>Indian Bidders shall indicate the following in their offer:</p> <p>i) Ex Works unit and total price as per price bid format including packing, forwarding and insurance; all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection, testing and loading on transport carrier etc.</p> <p>j) The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable)</p> <p>k) Built in CIF value of import for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc.</p> <p>l) Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading, unloading of Line Pipes/Bend at Project Site/Warehouse. The prices should be inclusive of all taxes, duties, levies etc.</p>
18.0	The bidders are required to indicate both Ex-works as well as FOR Destination price by road. OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.
19.0	Bidder to quote only in Indian Rupee.
20.0	<b>PACKAGING:</b> The Seller, wherever applicable shall after proper painting, pack and crate all goods for air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration. Seller shall comply with the Packing, Marking and Despatch Instructions and Special Packaging Requirement as per this Bidding Document. All items must have their respective identification marks painted /embossed on them.
21.0	<b>ROAD DESPATCH</b> a) In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis. [Note: Sundry

	<p>Consignment with weight lesser than 03 Tons shall be delivered at OIL's approved transporters godown.</p> <p>b) For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters Godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.</p> <p>c) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to OIL.</p>
22.0	Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Payment Terms, Dispatch Place, Delivery period, Country of origin with manufacturer's name, etc.
23.0	<b>SHORT SHIPMENTS:</b> Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser.
24.0	<p><b>IMPORTANT NOTES:</b> Bidders shall take note of the following important points while participating in OIL's e-procurement tender:</p> <p>a) Bid should be submitted online in OIL's E-procurement site up to 11.00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14.00 Hrs. (IST) at the office of the Head-Materials in presence of the authorized representatives of the bidders.</p> <p>b) Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.</p>
25.0	<p>OIL shall be entering into an Integrity Pact, <b>if applicable</b> with the bidders as per format enclosed vide <b>Proforma 3</b> of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL's Independent External Monitors at present are as under:</p> <p>SHRI SUTANU BEHURIA, IAS (Retd.),</p>

	<p>e-Mail ID : sutanu2911@gmail.com</p> <p>Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh E-mail: <a href="mailto:Ops2020@rediffmail.com">Ops2020@rediffmail.com</a></p> <p>Shri RUDHRA GANGADHARAN, IAS (Retd.), Ex-Secretary, Ministry of Agriculture e-mail id : rudhra.gangadharan@gmail.com</p>
26.0	All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be liable for rejection.
27.1	OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website <a href="http://www.oil-india.com">www.oil-india.com</a> . The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
27.2	Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.
28.0	<p>A) Bidders are requested to go through “Vendor Manual” before submitting offer in system.</p> <p>B) Bidders are requested to go for “Guidelines to Bidders for participating in OIL” before submitting offer in system.</p>
29.0	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 receipt at site, 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.
30.0	Quantity of Individual item may be increased or decreased at the time of final placement of order.
31.0	<p>Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (<b>3%</b>) of total evaluated value of Order within 30 days of receipt of LOI/notification of award. The performance security must be in the form of Bank Guarantee (ref. <b>Proforma 5</b>) or in the form of a Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:</p> <p>A) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder/service provider, or</p> <p>i) In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India. Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable</p> <p>ii) The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.</p> <p>iii) The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.</p> <p>B) The Performance Security shall be denominated in the currency of the contract.</p> <p>C) The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.</p> <p>D) The Performance Security shall be encashed by COMPANY on account</p>



	<p>of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance /unsatisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/unsatisfactory performance.</p> <p>E) The Performance Security will not accrue any interest during its period of validity or extended validity.</p> <p>F) Bank charges, if any for submission of performance security shall be on supplier's account.</p> <p>G) The validity of Bank Draft/Cashier's cheque/Banker's cheque should not be less than 3 months at the submission to OIL.</p> <p>H) Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.</p> <p>I) In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate &amp; validity to be stipulated in the contract.</p>
32.0	Bidder to sign and submit completely filled up Technical & Commercial check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification failing which their offer will be rejected.
33.0	Payment terms: Refer to "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement (NCB Tenders).
34.0	Liquidated Damage: Refer to "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement (NCB Tenders). The applicable GST on the Liquidated Damage shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.
35.0	<p>The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% (indigenous bidder) will be applicable as per Govt. Policy in vogue.</p> <p>Supplier shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Suppliers shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.</p> <p>In the event of the order, the successful bidder shall submit proforma/commercial invoice on or <b>before 45 days</b> of Delivery/Dispatch</p>

	date stipulated in the order for processing EC application.
36.0	<p>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per <b>Proforma 2</b> along with their offer failing which their offer shall be liable for rejection.</p>
37.0	<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</li> </ol>

vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

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

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

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

admitted and has to be borne by the bidders.

**When Input tax credit is NOT available for Set Off**

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

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

38.0	<p>For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by</p> <p>Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes &amp; Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes &amp; Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated &amp; quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.</p>
39.0	<p>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 (and amendments issued time to time) 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. In this regards, bidders are requested to take note of the following and to submit their offers accordingly.</p> <p>a) Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit following documents for availing the benefits applicable to MSEs:</p> <p>i. Udyam Registration No. with Udyam Registration certificate OR</p> <p>ii. Proof of registration with District Industry Centres or Khadi &amp; Village Industries Commission or Khadi &amp; Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts &amp; Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.</p>

	<p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</p> <p>b) For availing benefits under Public Procurement Policy (Purchase preference &amp; EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s).</p> <p>Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender.</p>
40.0	<p><b>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</b></p> <p>Banning Policy dated 6th January, 2017 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:</p> <p>a) BACKING OUT BY BIDDER WITHIN BID VALIDITY</p> <p>b) BACKING OUT BY SUCCESSFUL BIDDER AFTER ISSUE OF LOA/ORDER/CONTRACT</p> <p>c) NON/POOR PERFORMANCE AND ORDER/CONTRACT EXECUTION DEFAULT</p> <p>The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/Award of Work.</p>
41.0	<p><b>OPPORTUNITY TO STARTUP AND MICRO &amp; SMALL ENTERPRISES</b></p> <p>In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:</p> <ol style="list-style-type: none"> <li>1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.</li> <li>2. Certificate of incorporation.</li> <li>3. Audited Profit &amp; Loss (P&amp;L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared,</li> </ol>

	<p>bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&amp;L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.</p> <p>The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.</p> <p>In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.</p>							
42.0	<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. FP-20013/2/2017-FP-PNG dtd.17.11.2020 and amended from time to time. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable. The bids shall be evaluated as per applicability of policy.</p>							
43.0	<p>Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/ materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.</p> <p>Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:</p> <ol style="list-style-type: none"> <li>TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and</li> <li>Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and</li> <li>TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and</li> <li>TCS certificate as provided in the Income Tax Act will be issued to OIL in time.</li> </ol> <p>However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.</p> <p>The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.</p>							
44.0	<p><b>[APPLICABLE   NOT APPLICABLE]</b> Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Name of Independent Inspection Agency</th> <th>Contact E-mail ID</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID			
Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID						

i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
iii.	M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)	a. <a href="mailto:mangesh.gaonkar@dnvgl.com">mangesh.gaonkar@dnvgl.com</a>
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulflloyds.com">bbhavsar@gulflloyds.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>
vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>
ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a> c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>

2.0 The Bidders have to get the various documents required against BEC/BRC of the tender verified and certified by anyone of the above Independent Inspection Agencies and submit the duly certified documents alongwith the Inspection Certificate issued by the Inspection Agencies as part of their Technical Bids. It may be noted that the scope of inspection is primarily to verify the authenticity of the documents being submitted as part of the bid. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

3.0 As mentioned above, Bidder(s) have to submit the verified documents and the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid along with all relevant supporting documents against BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

4.0 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:

- a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/ verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
- b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at **no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**
- c) Verification of documents are normally categorised as under:
  - **General Requirement:**
    - Check Bidder's PAN Card
    - Check Bidder's GST Certificate
    - Check ITR of company – last three years (minimum)
    - Check Bidder's Certificate of Incorporation – Domestic Bidder.
  - **Additional Documents: (If applicable against the tender)**
    - Joint Ventures Agreements – To Double-check with JV Partners



	<ul style="list-style-type: none"> <li>• Consortium Agreements – To Double-check with Consortium Partners</li> <li>• Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern</li> </ul> <p style="text-align: center;">➤ <b>Technical Criteria</b></p> <ul style="list-style-type: none"> <li>• To check Experience Proof –</li> <li>• To Check the Completion Certificates – Letter of Appreciations of proper Execution</li> <li>• Reference contact verification and true copy verification</li> <li>• To check Original Work Order/Contract Copy</li> <li>• To check any other document(s), if called for vide BEC/BRC of the Tender.</li> </ul> <p style="text-align: center;">➤ <b>Financial Criteria</b></p> <ul style="list-style-type: none"> <li>• Check and verify Audited Balance Sheet/CA certificate – Turnover &amp; Net Worth.</li> <li>• Check Notarization validity, if any</li> <li>• To check the Line of Credit, if incorporated in the tender.</li> </ul>
45.0	<p>1.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.</p> <p>Bidders must submit duly sealed &amp; signed undertaking as per format provided vide, “<b>Proforma 1</b>” along with the technical bid.</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>Validity of Registration:</p> <p>In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.</p> <p>II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p>

III. “Bidder from a county which shares a land border with India “for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

	<p>VI. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p>
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## BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

In addition to BRC/BEC criteria vide section-‘D’ of General Terms & Conditions for Indigenous tenders (MM/LOCAL/E01/2005) including amendments thereof, the following clause will be applicable against the tender.

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

### **A) BID REJECTION CRITERIA (BRC)**

#### **A1. TECHNICAL:**

1. The Items shall be manufactured & tested as per relevant API norms as specified in the Tender (IF APPLICABLE). Bidder must confirm.

#### **2. EXPERIENCE:**

##### **A. MANUFACTURERS EXPERIENCE: IN CASE BIDDER IS THE MANUFACTURER**

If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidences as per below along with the technical bid:

- i. Bidder must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) as on the original bid closing date of the tender.
- ii. The bidder should have manufactured and supplied minimum 50% quantity (to be rounded to next higher whole figure) of the tendered item, of same or higher capacity and same or higher sizes, to any E&P companies/Drilling Contractors/Drilling service providers during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).

Documentary evidence in respect of manufacturing and supplying the above mentioned item should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the

following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

- a. Signed and sealed Satisfactory supply/completion/installation report (in original on user's letter head)(OR)
- b. Bill of Lading (OR)
- c. Consignee delivery receipt/challan (OR)
- d. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST. (OR)
- e. Commercial Invoice/ Payment Invoice

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

b) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.

**B. IN CASE THE BIDDER IS NOT A MANUFACTURER:**

If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:

I. Authorization certificate from the manufacturer (in original on manufacturer's letter head with signature & stamp) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

II. Undertaking from the manufacturer (in original on manufacturer's letter head with signature & stamp) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

III. Warranty backup from the manufacturer in original on manufacturer's letter head (with signature & stamp) against the quality of the tendered item(s) as specified in the tender.

IV. Documentary evidence in respect of manufacturer's experience in manufacturing as specified under para 2.A.(i) from the concerned manufacturer.

V. Documentary evidence in respect of manufacturer's supply experience as specified under para 2.A.(ii) from the concerned manufacturer (having supplied

such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).

VI. Documentary evidence in respect of bidder's own supply experience of supplying minimum 50% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher capacity and same or higher sizes, during last 5 (five) years as on original bid closing date of the tender as specified in the para 2.A.(ii).

3. If the bidder is a manufacturer and has supplied minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the bidder need not satisfy Clause 2.A.ii. In this situation, the bidder shall have to indicate the Purchase Order (PO) nos. of OIL in their technical bid.
4. If the bidder is sole selling agent / distributor / dealer / supply house of any manufacturer and has submitted bid of the manufacturer who has supplied minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the manufacturer need not satisfy Clause 2.A.ii. In this situation, the bidder shall have to indicate the Purchase Order (PO) nos. of OIL executed by that manufacturer in their technical bid. However, such bidder must meet Clause no. 2.B.VI above.
5. Bidder should categorically confirm in the technical bid a delivery schedule within Twelve (12) months, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Twelve (12) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.

#### 6.0 **Additional Documents:**

- 6.1 In case, for supplementing manufacturer's supply experience criteria (2.A.ii), the manufacturer submits Purchase Order(s) and relevant documents which is through their sole selling agent/distributor/dealer/ supply house, then following additional documents are also to be submitted:

a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).

- i. Bill of Lading (OR)
- ii. Commercial Invoice / Payment of Invoice of the OEM (OR)
- iii. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

6.2 In case, for supplementing the supply experience criteria for both itself and the manufacturer (2.B.V & 2.B.VI), the sole selling agent / distributor / dealer / supply house of the manufacturer submits same set of signed Purchase Order(s) and relevant documents, then following additional documents are also to be submitted:

a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).

- i. Bill of Lading (OR)
- ii. Commercial Invoice / Payment of Invoice of the OEM (OR)
- iii. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

7.0 At least 1 (one) no. of minimum 1100 HP DC Drilling motor unit for Mud Pump application in Drilling Rigs as that of the offered motor unit shall have proven track record of running successfully for at least 8000 hours in previous 5 (five) years reckoned from the original bid closing date.

In order to ascertain the same, the bidder shall submit along with the Technical Bid documentary evidence from end user along with the copy of the Purchase Order/ Contract containing requisite details.

**(B) FINANCIAL CRITERIA:**

**1.0 Annual Turnover:** The bidder shall have an annual financial turnover of minimum **US\$ 82176.00.00 OR INR 6254467.05** 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.

**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 2019-20).

**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 2019-20 has actually not been audited so far'. (Refer **Proforma 6**)

Note:

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

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma 7**.

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\$.

**5.0** In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted.

i) Turnover of the parent/ultimate parent/holding company should be in line with Para 1.0 above.



ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para 1.1 above.

iii) Corporate Guarantee (as per **Proforma 8**) on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

iv) Document of subsidiary company being 100% owned subsidiary of the parent/ultimate parent/holding company.

**(C) COMMERCIAL:**

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

1.0 Bids are invited under **Single Stage Two Bid System**. Bidders shall quote accordingly under Single Stage Composite Bid System.

Bidder not complying with above submission procedure will be rejected.

2.0 The prices offered shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.

4.0 Bids containing incorrect statement shall be rejected.

5.0 Validity of the bid shall be **120 days** from the Bid Closing Date. Bids with lesser validity will be straightway rejected.

6.0 ~~**Bid Security in ORIGINAL** shall be furnished by the Bidder as a part of their Bid. The amount of Bid Security & its validity shall be specified in the covering letter of this bid document. **Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.~~

6.1 ~~For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/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 twelve (12) months from the date of satisfactory commissioning of the equipment 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 (3%) 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 Indigenous Bidders:**

- (A) Basic Material Value (to indicate HSN code):**  
**(B) Pre-despatch Inspection Charges, if any:**  
**(C) Packing & Forwarding 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) Training Charges, if any:**  
**(K) Applicable rate of GST on J:**  
**(L) Installation & Commissioning Charges, if any:**  
**(M) Applicable rate of GST on L:**  
**(N) AMC Charges:**  
**(O) Applicable rate of GST on N:**  
**(P) Cost of AMC operational/maintenance spares:**  
**(Q) Applicable rate of GST on P:**  
**(R) Total, G+H+I+J+K+L+M+N+O+P+Q:**  
**(S) Total Value in words :**  
**(T) Gross Weight:**  
**(U) Gross Volume:**  
**(V) Local Content (%):**

**Note: Please indicate HSN Code of the quoted material. Cost of the individual items must be shown separately.**

- 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) Failure to sign Integrity Pact, if applicable

## **(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 Indigenous Tender and the Bid Evaluation Criteria given below:

- 1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender and detailed below
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.

Note: 1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

2) For enquiries with duty exemption benefit –The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, GST /Concessional GST @5% shall be applicable for Indigenous bidders also against invoice valuing INR 1.00 Lakh and above.

- 4.0** The Total Value of Domestic bidder as worked out as per para **(C), 9.0, (i),R** (FOR DULIAJAN VALUE) shall be compared.

Note: If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

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

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## ANNEXURE-A:: COMMERCIAL CHECKLIST

### 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.

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

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

**TO BE FILLED UP IN DETAIL:**

Sl No	Requirement	Bidder's Reply
01	Offer reference & Date	
02	Name, Address, Phone No & E-mail of Bidder	
03	Bank details of Bidder	
04	Name of Manufacturer	
05	Bid validity	
08	Payment Terms	
09	Guarantee/Warranty Terms	
10	Delivery Period	
11	Country of Origin	
12	Port of Despatch / Despatching Station	
13	Confirm submission Integrity pact, if required as per NIT	
14	Confirm acceptance of PBG clause, if required as per NIT	

15	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
16	Confirm submission of the balance sheet/Financial Statements for the financial year 2019-20. If not, whether declaration as per BRC submitted (refer Proforma 6).	
17	Confirm submission of undertaking towards authenticity of submitted documents (refer Proforma 2).	
18	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents. ANNEXURE III of MM-LOCAL submitted in this regard?	
19	Whether submitted all the applicable Annexures as per document MM/LOCAL/E-01/2005.	

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

## PROFORMA -1 : UNDERTAKING REGARDING LAND BORDER

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India

(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

Tender No. \_

Dated \_

OIL INDIA LIMITED  
MATERIALS DEPARTMENT  
DULIAJAN, ASSAM, INDIA

**Dear Sirs,**

*We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”*

*We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.*

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note : This form should be returned along with offer duly signed.



## **PROFORMA -2 Format of undertaking by Bidders towards submission of authentic information/documents**

(To be typed on the letter head of the bidder)

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

### **Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_**

To,  
The HOD-  
Materials  
Materials Deptt,  
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory Name

:

Designation :

Phone  
No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

## PROFORMA – 3: INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder)..... hereinafter referred to as  
"The Bidder/Contractor"

### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **Tender No.....**.The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section: 1 -Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if

there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section: 2 -Commitments of the Bidder/Contractor**

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

## **Section 3 -Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

#### **Section 4 -Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less

damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and

demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

#### **Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

#### **Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Sd-

(TUHIN ROY)

Chief Manager Materials (FD)

.....

**For the Principal**

.....

**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. Duliajan

Date .

# PROFORMA –4 BID SECURITY DECLARATION

To,

**M/s. Oil India Limited**

.....,  
.....

Sub: .....

Tender No:.....

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have submitted our offer / bid no.....

We, M/s. ....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:



**PROFORMA – 5: PERFORMANCE SECURITY FORM**

TO,  
OIL INDIA LIMITED,  
DULIAJAN - 786 602  
ASSAM, INDIA

WHEREAS.....

**(Name of the Seller)**

(herein after called 'the Seller') has undertaken, in pursuance of Order No.....  
.....dated...../...../..... to supply.....  
.....(description of Goods  
and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee:

THEREFORE, we hereby affirm that we are Guarantors on responsible to you, on behalf of the seller, upto a total of... ..(Amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of.....  
.....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the ..... day of .....

**The details of the issuing bank and controlling bank are as under:**

**A. Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B. Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

*Signature & Seal of the guarantors*

**Date** .....  
.....  
Witness

# PROFORMA – 5A: UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,  
 Oil India Limited Materials  
 Department Duliajan –  
 786602. Assam

We M/s ..... are submitting the performance security in favor of Oil India Limited, Duliajan in the form of bank guarantee bearing reference no. .... for an amount of INR/USD/EUR ..... valid up to ..... as per terms and conditions of Purchase Order/No. ....

**PBG issuing bank details:-**

Bank	
Branch	
IFS Code	
<b>Contact Details</b> E-mail Addresses	Mobile Telephone Fax
<b>Correspondence Address</b> H No/Street/City	State Country Pin Code

**Declaration:-**

We have arranged to send the confirmation of issuance of the performance bank guarantee via SFMS portal through our bank using the details mentioned in the contract/purchase order and hereby confirming the correctness of the details mentioned.

**Authorised Signature .....**

**Name .....**

**Vendor Code .....**

**Email ID .....**

**Mobile No .....**

Encl: Original performance bank guarantee

**PROFORMA – 6: FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA**

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER**

**Ref: Clause No. B - Financial Criteria of the BEC**

**Tender No.:** \_\_\_\_\_

**I ..... the authorized signatory(s) of ..... (Company or firm name with address) do hereby solemnly affirm and declare as under:-**

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the case may be) has actually not been audited as on the Original Bid closing Date.**

Place :.....

Date :.....

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

# PROFORMA - 7 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

**NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.**

# **PROFORMA – 8 PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING**

**(Delete whichever not applicable)**

**(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

## **DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s .....(mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at .....herein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR ..... Cr or USD ..... during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the

Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

<p>for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable)</p> <p>Witness:</p> <ol style="list-style-type: none"><li>1.</li><li>2.</li></ol>	<p>for and on behalf of (Bidder)</p> <p>Witness:</p> <ol style="list-style-type: none"><li>1.</li><li>2.</li></ol>
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