

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
E-mail ID: contracts@oilindia.in
Website: www.oil-india.com

CORRIGENDUM NO. 3 DATED 27.02.2021 to Tender No. CDH5921P21 for 'Hiring the services of 54 (Fifty-four) units of LFI/chemical dosing pumping system along with manpower using OIL provided Chemical/LFI for a period of 03 (Three) years with provision for extension by another 01 (One) year'.

This Corrigendum to Tender No. **CDH5921P21** is issued to notify the following changes:

- 1) Bid Closing date & Time: 11th March 2021 [11:00 Hrs (IST)]**
- 2) Technical Bid Opening date & Time: 11th March 2021 [14:00Hrs (IST)]**
- 3) The original Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC) stands replaced with Revised Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC) enclosed herewith as Revised Annexure-I.**

All other Terms and Conditions of the Tender/Bid Document (Considering all previous Amendments/Addendums, if any) will remain unchanged.

Sd/-
(B. Brahma)
Sr. Manager – Contracts (G)
For General Manager – Contracts

REVISED ANNEXURE-I

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

- I. **BID EVALUATION CRITERIA (BEC):** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.

1.0 TECHNICAL EVALUATION CRITERIA:

1.1 EXPERIENCE:

The bidder shall have an experience of successfully completing at least 01 (One) number of contract for a period of minimum 01 (One) year for providing chemical injection services (injection of liquid state flow improver, chemical mix like PPD/Xylene/other chemicals) in different well annulus/Flow Lines/Crude Oil Delivery Lines for flow assurance by deployment of chemical injection pumping setup in any upstream/downstream Oil & Gas Company in the last 07 (Seven) years to be reckoned from the original bid closing date.

Additionally, the bidder must also have either an experience of providing services of minimum 15 nos. of chemical dosing pumping units or successfully completing a contract of value Rs. 5.32 crore, for providing services of chemical dosing pumping units for injection of liquid state flow improver chemical mix like PPD/Xylene/other chemicals in different Well annulus/Flow lines/Crude Oil Delivery lines for flow assurance in the last 07 (Seven) years to be reckoned from the original bid closing date.

- 1.2 Bidders shall bid only as per any one of the undernoted conditions:

- i) 54 (Fifty-four) units of LFI/chemical dosing pumping system
- or
- ii) 27 (Twenty-Seven) units of LFI/chemical dosing pumping system

The number of units of LFI/chemical dosing pumping system quoted by the bidder must be clearly mentioned in their offer. Bidders to categorically note & confirm that they shall not be allowed to change the quoted number of units of LFI/chemical dosing pumping system after the technical bid opening date, under any circumstances.

Notes to BEC Clause 1.1 above:

- a) All major equipment offered for this tender i.e. Pumps, Air Compressor (if applicable), and DG (diesel driven power packs/gensets) should be of recent manufactured not before 01.01.2018. In support of vintage of offered equipment, the bidder shall submit an undertaking confirming that the offered equipment (pumps, air compressor (if applicable), and DG (diesel driven power packs/gensets) are not manufactured before 01.01.2018 and that ownership of the equipment is in the name of the bidder. Bidder to provide copies of invoice/purchase receipt etc.
- b) In case of brand new equipment, the bidder shall submit a declaration/confirmation from the OEM/supplier that they shall supply the equipment in compliance to mobilization time as mentioned in Clause No. 3.0 of BEC. Bidders should provide the detail technical specifications of the proposed equipment and in no case those equipments can be changed in the event of award of contract.
- c) In case of leased units or proposed purchase of the units (other than brand new), bidders shall submit the original Memorandum of Understanding/Agreement of lease/purchase of unit, concluded with the owner of the units especially for this tender clearly stating that all the offered equipment (Pumps, Air Compressor (if applicable), and DG (diesel driven power packs/gensets) shall not be manufactured before 01.01.2018, with documentary proof of ownership of the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.
- d) In all cases, bidder shall categorically confirm that the equipment conforms to the technical specifications and shall meet the technical requirements as per scope of work of this tender.
- e) If the prospective bidder is executing a contract for providing chemical injection services as per 1.1 of BEC which is still running and the value and/or quantity of the contract being executed prior to original bid closing date is equal to or more than the minimum prescribed value mentioned in Clause No. 1.1 of BEC, such experience shall qualify for evaluation.
- f) In support of the experience criteria of clause no. 1.1 above, the bidder must furnish the following documentary evidences self-certified, in the form of:
 - I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:
 - i) Work order no./Contract no.
 - ii) Gross value/quantity of job done
 - iii) Period of Service

iv) Nature of Service

II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:

i) Contract document showing details of work,
and

ii) Job Completion Certificate showing:

(a) Gross value/quantity of job done

(b) Nature of job done and Work order no./Contract no.

(c) Contract period and date of completion

or

iii) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:

(a) Work order no./Contract no.

(b) Gross value of jobs/quantity done

(c) Period of Service

(d) Nature of Service

iv) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.

v) Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.1 will only be treated as acceptable experience.

2.0 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:

Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.1 of the tender, can also quote under the categories listed below in Clause Nos. 2.1, 2.2, 2.3 provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services. With regards to calculation of local content and submission of documents during bidding & execution of contracts, provisions as per Purchase Preference Policy (linked with Local Content) (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as amended from time to time) shall be applicable. If such local content is not maintained during execution of the contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

2.1 BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER

(a) The primary bidder who must be incorporated in India and maintains more than 20% local content for the offered services as mentioned in Clause No.

2.0 above, shall have the experience of successfully completing at least 01 (One) no. of contract providing oilfield services of its own relating to oil and gas well operations like drilling/workover/production testing/wellhead flow assurance/wellhead production facility/matrix acidization/well stimulation, during the last 07 (Seven) years to be reckoned from the original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per **Notes to BEC Clause 1.1 above** f). Only the independent experience of the primary bidder shall be considered for the purpose of this tender. The experience of the primary bidders with other firms/JV partner/subcontracting/under supervision of either client or other professionals will not be qualified.

- (b) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria Clause No. 1.1 above. The experience of the Technical Collaborator/Joint Venture with other firms shall not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per **Notes to BEC Clause 1.1 above** f).
- (c) **Indian bidders quoting based on technical collaboration/joint venture, shall submit a duly Notarized Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender and the period under the framework agreement.**
- (d) Either the Indian Company/Indian Joint Venture Company or its Technical Collaborator must meet the eligibility criteria under Clause No 1.1 above.

Notes:

- (i) Any party who is extending support by way of entering into Consortium/Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected. Further, all bids from parties with technical collaboration support from the same principal against this tender shall be rejected.
- (ii) Number of companies involved in Joint Venture Partnership/Collaboration for bidding should not be more than three including the Subsidiaries, Parent Company.

2.2 BID FROM CONSORTIUM OF COMPANIES:

In case the bidder is a Consortium of Companies provided the primary bidder is incorporated in India and maintains more than 20% local content

for the offered services as mentioned in clause 2.0 above, the following requirement should be satisfied by the bidder:

- (a) The leader of the consortium shall satisfy the minimum experience requirement as per Clause No. 1.1 or Clause No. 2.1 (a) above.
- (b) If the leader of the consortium meets Clause No. 2.1 (a) but does not meet the requirement as per Clause No. 1.1 above, then any of the consortium members shall individually meet Clause No. 1.1.
- (c) Consortium bids shall be submitted with a Memorandum of Understanding among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MOU must accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:
 - (i) Only the leader of the consortium shall register in the E-Tender portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the leader of consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
 - (ii) The performance security shall be in the name of the leader on behalf of the consortium.
 - (iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
 - (iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
 - (v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
 - (vi) In case of consortium bids, the bid shall be digitally signed by the leader of consortium. The power of attorney from each member authorizing the leader

for signing and submission of Bid on behalf of individual member must accompany the bid offer.

- (vii) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.
- (viii) **Constitution of Consortium:** The members of the consortium should not be more than three. If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.
- ix) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.
- x) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.
- xi) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.
- xii) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement should be notarized/endorsed by Indian Embassy.

Note: Bidder(s) quoting in collaboration/joint venture partnership/consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately /independently against this tender. All such bids including the partnership bids shall be summarily rejected against the tender.

2.3 **ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.1 above can also be considered provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services as mentioned in clause 2.0 above and is a subsidiary company of the parent company [**supporting company**] in which the parent company has 100% stake **or** parent company can also be considered on the strength of its 100% subsidiary [**supporting company**]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed as **PROFORMA-(a)**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **PROFORMA-(b)**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

In the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **PROFORMA-(c)**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.
- (ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

2.4 **Bidders quoting under the categories as mentioned under Clause Nos. 2.1, 2.2 and 2.3 above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per PROFORMA-d in this respect to be submitted as part of technical bid.**

3.0 MOBILISATION TIME:

Mobilization of LFI dozing units shall have to be carried out by contractor in 03 (Three) phases of 18 (Eighteen) units each. Company may at its discretion issue mobilization notice to mobilize all the three phases simultaneously.

The mobilization of equipment along with accessories and personnel shall be completed by Contractor within 60 days from the date of issuance of mobilization notice for each phase. Mobilization shall be deemed to be completed after inspection of unit(s) advised to be mobilized including related equipment, accessories, and manpower at nominated site(s) and when the contractor is ready to undertake operation(s) in all respect, to the satisfaction of OIL's inspection team.

The bidders shall provide a declaration confirming compliance to said clause in their "Technical" bid.

Offers without confirmation of stipulated mobilization time or with mobilization time more than 60 (sixty) days shall be summarily rejected.

4.0 FINANCIAL REJECTION CRITERIA:

4.1 If the bidder quotes for **54 (Fifty-four) units** of LFI/chemical dosing pumping system, then the bidder shall have an annual financial turnover of minimum **Rs. 5.32 Crore** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. If the bidder quotes for **27 (Twenty-Seven)** units of LFI/chemical dosing pumping system, then the bidder shall have an annual financial turnover of minimum **Rs. 2.66 Crore** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.

4.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause No. 4.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

4.3 In case of bid from Indian Company/Indian Joint Venture Company with Technical Collaboration/Joint Venture partner as per Clause No. 2.1, the primary bidder shall meet the financial criteria as mentioned in Clause Nos. 4.1 & 4.2.

4.4 In case of bid from Consortium of Companies as per Clause No. 2.2, if the bid is quoted for 54 (Fifty-four) units of LFI/chemical dosing pumping system, the members of the consortium shall have an annual financial turnover of minimum **Rs. 5.32 Crore** and other members of the

consortium shall have an annual financial turnover of minimum **Rs. 2.66 Crore**, during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of all the members must be Positive for the preceding financial/accounting year.

In case of bid from Consortium of Companies as per Clause No. 2.2, if the bid is quoted for 27 (Twenty Seven) units of LFI/chemical dosing pumping system, the members of the consortium shall have an annual financial turnover of minimum **Rs. 2.66 Crore** and other members of the consortium shall have an annual financial turnover of minimum **Rs. 1.33 Crore**, during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of all the members must be Positive for the preceding financial/accounting year.

- 4.5 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then the parent/ultimate parent/holding company shall have an annual financial turnover of minimum **Rs. 5.32 Crore** if bid is quoted for 54 (Fifty-four) units of LFI/chemical dosing pumping system and an annual financial turnover of minimum **Rs. 2.66 Crore** if bid is quoted for 27 (Twenty Seven) units of LFI/chemical dosing pumping system during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of the bidder must be Positive for the preceding financial/accounting year

Note to Financial Clause No. 4.0 above:

- (a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:
- (i) Audited Balance Sheet along with Profit & Loss account.
- OR
- (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-X**.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

- (b) 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 shall be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year shall be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-Y**.

- (c) 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.
- (d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- (e) Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Clause Nos. 4.1 & 4.2.
- (f) In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company, in addition to the document of proof of Annual Turnover & Net worth, the bidder shall also submit the followings:
 - i) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
 - ii) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them.

NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification

5.0 COMMERCIAL EVALUATION CRITERIA:

- 5.1 Bids shall be submitted under Single Stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "**Technical Attachments**" **Tab** and Priced Bid as per Proforma-B uploaded in the "**Notes & Attachments**" **Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

- 5.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 5.3 Bids should be valid for a period of **120 (one-hundred twenty)** days. Bids with shorter validity shall be rejected as being non-responsive.
- 5.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Security Declaration” (Proforma-V)** 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 if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 5.5 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 5.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 5.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 5.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 5.9 Any Bid containing false statement will be rejected.
- 5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid will be summarily rejected.
- 5.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.
- 5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:

- i) Performance Security Clause
- ii) Taxes Clause
- iii) Insurance Clause
- iv) Force Majeure Clause
- v) Termination Clause
- vi) Arbitration Clause
- vii) Liability Clause
- viii) Withholding Clause
- ix) Liquidated damages Clause
- x) Firm price
- xi) Bid Security Declaration
- xii) Integrity Pact

6.0 PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria will be considered for further evaluation as per the price evaluation criteria given below:

- 6.1 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.
- 6.2 The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.
- 6.3 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 6.4 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 6.5 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.
- 6.6 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

6.7 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

6.8 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

6.9 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

6.10 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

7.0 GENERAL:

7.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.

7.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

7.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

8.0 PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of

Handicrafts and Handloom or any other body specified by Ministry of MSME:

- 8.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 8.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 8.3 **Documentation required to be submitted by MSEs:**
- i. Udyam Registration Number with Udyam Registration Certificate.
or
 - ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

Note: Categorization 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.

- iii. In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

- 9.0 **PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):** Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. **FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG** shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should

categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.

10.0 AWARD OF CONTRACT: Award of contract for providing services for the total requirement of 54 (Fifty-four) units of LFI/chemical dosing pumping system would be split as below:

Note: Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

A. L-1 bidder is a MSE bidder

In case if the L1 bidder is a MSE bidder and quotes for 54 (Fifty-four) units of LFI/chemical dosing pumping system, the contract for the entire 54 (Fifty-four) units shall be awarded to L1 MSE bidder.

In case if the L1 bidder is a MSE bidder and quotes for 27 (Twenty Seven) units of LFI/chemical dosing pumping system, then for the remaining 27 (Twenty Seven) units, preference shall be given to the next lowest eligible MSE bidder within price band of L1+15% subject to matching of L1 MSE bidder and in case of non-acceptance, offer shall be given to the next MSE bidder falling within the price band of L1+15% and so on. If balance 27 cannot be awarded to any MSE bidders, preference shall be given to Class I PPLC bidders (based on the lowest quoted price) falling within the price band of L1+20% or else offer shall be given to L2 bidder subject to matching of price of L1 MSE bidder and so on.

B. L-1 Bidder is other than MSE and non Class I PPLC

In case if the L1 bidder is non MSE and is not a Class I PPLC bidder, then preference shall be given to the lowest eligible MSE bidder falling within the price band of L1+15%. If such MSE bidder agrees to match the price of L1 bidder, then the contract for 27 (Twenty Seven) units shall be awarded, else offer shall be given to the next higher MSE bidder within price band of L1+15% and so on. If none of the MSE bidders within price band of L1+15% accept the L1 price, then preference shall be given to the lowest eligible

Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract for 27 (Twenty Seven) units shall be awarded, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder for the quoted number of units (54 or 27 units). In case of shortfall of 27 units offer shall be given to L2 bidder subject to matching of price of L1 bidder and so on.

C. L-1 Bidder is other than MSE but is a Class I PPLC

In case if the L1 bidder is a Class I PPLC, then preference shall be given to the lowest eligible MSE bidder falling within the price band of L1+15%. If such MSE bidder agrees to match the price of L1 bidder, then the contract for 27 (Twenty Seven) units shall be awarded, else offer shall be given to the next higher MSE bidder within price band of L1+15% and so on. If none of the MSE bidders within price band of L1+15% accept the L1 price, then contract shall be awarded to L1 bidder [Class I PPLC] for the quoted number of units (54 or 27 units). In case of shortfall of 27 units offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then offer shall be given to L2 bidder subject to matching of price of L1 bidder and so on.

11.0 THIRD PARTY INSPECTION: Oil India Limited (OIL) has engaged 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender. The list of these Independent Inspection Agencies along with their email ID's is attached as Annexure-II.

11.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. 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.

11.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per 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 07 (Seven) days of 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 07 (Seven) days of bid opening at its own risk and responsibility.

11.3 The methodology of inspection/verification of documents 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 Evaluation Criteria/Bid Rejection 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 (but not limited to) are normally categorised as under:

➤ **General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

➤ **Additional Documents : (If applicable against the tender)**

- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern

➤ **Technical Criteria**

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

➤ **Financial Criteria**

- Check and verify Audited Balance Sheet/CA certificate
- To check the Line of Credit, if incorporated in the tender.

Note: If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.

12.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT
COMPANY / 100% SUBSIDIARY COMPANY (As the case may be)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE
AND NOTARIZED)**

This agreement made this ___ day of ___ month ___ year by and between M/s _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

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 technical support of M/s _____ [Parent Company/Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/Subsidiary 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 services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

For and on behalf of
(Parent Company/Subsidiary
Company (Delete whichever not
applicable))

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE
AND NOTARIZED)
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 hereinafter 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, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company/ **100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

2. The Guarantor agrees that the 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 Company.

3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.

4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. The Guarantor also agrees that 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, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that 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.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

| | |
|--------------------|-------------------|
| <u>Witness:</u> | M/s _____ |
| 1. Signature _____ | Signature _____ |
| Full Name _____ | Name _____ |
| Address _____ | Designation _____ |

| | |
|-----------------|--------------------|
| Signature _____ | Common seal of the |
| Full Name _____ | Company _____ |
| Address: _____ | |

Witness:
2. Signature _____
Full Name _____
Address _____

FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE PARENT/SUPPORTING COMPANY

To
M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. _____ to execute _____ (Brief Description of the Work)(hereinafter called "the Contract").

Further, M/s _____ (Name of the ultimate parent) having its registered/head office at _____ is the "Ultimate Parent" of "Supporting Company" M/s.....(Name of the supporting company with address)/M/s.....(Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/"ULTIMATE PARENT", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the "Supporting Company"/"Ultimate Parent" (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the "ULTIMATE PARENT/SUPPORTING COMPANY", shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the "ULTIMATE PARENT/SUPPORTING COMPANY", such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the "ULTIMATE PARENT/SUPPORTING COMPANY", up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor/ULTIMATE PARENT/SUPPORTING COMPANY before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

The details of the Issuing Bank and Controlling Bank are as under:

B. Issuing Bank:

Tender No. _____
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

C. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____

Name of Bank _____
Address _____
Witness _____
Address _____

Date: _____
Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
 - i) "MT 760/MT 760 COV" for issuance of bank guarantee.
 - ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. _____ to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

[On company's Letter Head]

To,

**M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602**

Dear Sir,

This has reference to your Tender No. dated 20__ on the subject
.....

We.....(Name of the Company) confirm that we will engage/deploy the services including the key personnel of the Technical collaborator/Subsidiary/Parent company/Joint Venture Partner experience (strike out whichever are not applicable) on whose strength we are meeting the tender's Technical requirement as per the tender qualifying criteria.

Signature
(Name & Designation of Authorized person)

PROFORMA-X

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED 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 03 (Three) completed accounting years up to **(as the case may be)** are correct.

| YEAR | TURN OVER In INR | NET WORTH In INR |
|-------------|----------------------------|----------------------------|
| | | |
| | | |
| | | |

Place:

Date:

Seal:

Membership Number:

Signature:

Registration No.:

UDIN:

PROFORMA-Y

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON
THE OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref: Note 'b.' to Financial Clause No. 4.0 of BEC/BRC of Tender No. CDH5921P21

I _____ the authorized signatory(s) of _____
(Company or Firm name with address) do hereby solemnly affirm and declare/
undertake as under:

**The balance sheet/Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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.

BID SECURITY DECLARATION

(to be submitted on Bidder's letter head)

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

TENDER NO.

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**Name and Signature of
Authorized Signatory and Company Seal**