

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	18-11-2021 14:00:00
<b>Bid Opening Date/Time</b>	18-11-2021 14:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	60 (Days)
<b>Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name</b>	Oil India Limited
<b>Organisation Name</b>	Oil India Limited
<b>Office Name</b>	Oil India Limited
<b>Total Quantity</b>	1
<b>Item Category</b>	Gas Generators
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Post Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	Board of Officers
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>30</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

Bid Details	
Evaluation Method	Total value wise evaluation

#### EMD Detail

Required	No
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#### ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	21

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### Beneficiary:

GM- MATERIALS (HOD)

Note: OIL has made arrangement for online confirmation of Bank Guarantee through SFMS Platform with HDFC Bank, Duliajan Branch. Therefore, bidders submitting Performance Security in the form of Bank Guarantee must route the BG through SFMS platform as per following details – a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per 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 to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank in India shall not be acceptable.

(G C Sarma)

#### Splitting

Bid splitting not applied.

#### MII Purchase Preference

MII Purchase Preference	No
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#### Details of the Competent Authority for MII

Name of Competent Authority	Rupak Kalita
Designation of Competent Authority	GM - C&P
Office / Department / Division of Competent Authority	C&P, Corporate Office
CA Approval Number	OIL 62/C&P/267/2020
Competent Authority Approval Date	2020-11-24 00:00:00

Brief Description of the Approval Granted by Competent Authority

Oil India Limited has adopted Purchase Preference policy linked with Local Content issued by MOPNG vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and the original policy was approved by the Cabinet. This policy is applicable for tender value more than Rs. 1.0 Crore to treat the local supplier as Class I, Class II and Non Local Supplier and to extend the benefit of purchase preference accordingly as per policy

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

## MSE Purchase Preference

MSE Purchase Preference

Yes

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

## 2. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

### Gas Generators ( 1 pieces )

Brand Type	Unbranded
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### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	1	180

### Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Technical Specification & Bid Rejection Criteria <a href="#">View</a>	Technical Specification & Bid Rejection Criteria	Gas Generators(1)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

### Buyer Added Bid Specific Additional Terms and Conditions

- Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
  - b. Copy of GSTIN.
  - c. Copy of Cancelled Cheque.
  - d. Copy of EFT Mandate duly certified by Bank.
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
  4. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
  5. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
  6. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
  7. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
  8. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
  9. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
  10. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions.](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**



## **ANNEXURE - I**

### **TECHNICAL SPECIFICATION**

#### **GAS GENERATORS**

Gas Generators are required for the generation of Zero Air, Nitrogen and Hydrogen Gas for use in Gas Chromatograph at Quality Control Laboratory for compositional analysis of Natural Gas, Residue Gas and LPG.

#### **1.0 Specifications:**

##### **1.1 High Purity Hydrogen Generator:**

- For use to operate two (02) numbers of Gas Chromatographs
- Suitable for Flame Gas
- Purity: 99.9995%
- Flow rate: 150 cc/min
- Minimum Delivery Pressure: 100 psi/6.9 bar
- Internal leak detection with automatic shutdown features.
- Short and easy start-up and shutdown procedures.
- Compact, space saving modular design.
- Gas outlets: 1/8"Swagelok Compression Fitting
- Water purity requirement: Conductivity / Resistivity =  $<1.0\mu\text{S/cm}$  or  $>1\text{ Mohm-cm}$
- Power supply: 230 Vac  $\pm$  10%, 50Hz
- Noise:  $<60\text{ dB}$
- Operating Temperature: 10 degree C to 30 degree C

##### **1.2 High Purity Nitrogen Generator:**

- Suitable for Make-up gas and Valve opening in Gas Chromatograph
- Purity: 99.9995%
- Flow Rate: 500 cc/min
- Minimum Outlet Pressure: 80 psi / 5.5 bar
- Electrical requirements: 230 VAC / 50 Hz
- Constant and consistent supply, avoid running out of gas during analysis.
- Compact, space saving modular design.
- Operating Temperature: 10 degree C to 30 degree C
- Noise:  $<60\text{ dB}$
- Hydrocarbon Content in Nitrogen Gas should be  $< 0.1\text{ppm}$

##### **1.3 Zero Air Generator:**

- Flow rate: 1500 cc/min
- Minimum Output Pressure: 80 psi/5.5 bar
- Outlet CH<sub>4</sub> Concentration (as Methane):  $<0.1\text{ ppm}$ .
- Maximum inlet CH<sub>4</sub> Concentration (As Methane): 100ppm

- Minimum output Pressure: 80 psi / 5.5 bar
- Operating Temperature: 10 degree C to 30 degree C
- Noise: <60 dB

1.4 The generators may also be designed as combination set ups wherever and if applicable for storage advantages.

1.5 The offer should be inclusive of Air Compressor to feed compressed air to Nitrogen and Zero Air Generators.

## **2.0 SPECIAL TERMS AND CONDITIONS:**

2.1 The item to be supplied shall be brand new, unused & of prime quality and free from all defects & fault in material, workmanship & manufacturing and shall be in full conformity with ordered specifications. This clause shall be valid for 12 months from date of commissioning of the item in LPG Department, Duliajan, Oil India Limited. The defective materials, if any, rejected by OIL during the warranty period shall be replaced by the supplier at their own expense.

During warranty period if any item of the offered system fails or performance of the offered system is not satisfactory, vendor shall have to replace/rectify the same within 30 days from the date of intimation by OIL, without any financial implication to OIL. All visits including to and fro journey to Duliajan and accommodation at Duliajan of supplier's personnel for warranty related work shall have to be borne by the supplier. Courier charges, transportation and taxes for supplying the spares upto OIL premises is to be borne by the supplier.

Bidders must confirm the above in their bid. The bidder shall also confirm in their bid to submit the Guarantee/Warranty along with dispatch documents.

2.2 The unit shall be complete with all other essential operating accessories and sufficient amount of spares required for smooth efficient running and immediate commissioning after receipt at LPG Department, Duliajan, Oil India Limited. The bidder must confirm the same while quoting.

2.3 If the bidder is not the Original Product Manufacturer, the bidder shall submit valid Authorization Certificate/ Letter issued by its Original Product Manufacturer (Principal), confirming the bidder's status as their authorized supplier/dealer/distributor to sell their products with proper warranty and guarantee back up. Such authorization certificate shall be valid through the entire period of execution of the order

2.4 Installation and Commissioning of the instrument shall be carried out by the supplier without any additional cost to OIL in the presence of Laboratory Representatives at LPG Department, Oil India Limited, Duliajan, Assam, India. OIL will give 15 days advance notice upon receipt of materials for supplier to take up Installation and Commissioning at site. During Installation and Commissioning, supplier shall demonstrate all specifications and operations.

**2.5 Bidder must indicate the Year of launch of the offered models. Models more than 5(five) years old preceding to the original bid closing date will be treated as old models/ obsolete products and in such cases the bids will not be considered for evaluation**

## **3.0 Documentation:**

The bidder shall submit the following documents-

### **a) Along with the offer:**

- Technical literature/brochure of the offered product
- Technical evaluation sheet for technical specifications & terms and conditions separately as per attached formats explicitly mentioning compliance/non-compliance/deviation and indicating relevant page no of their bid to support the remarks/compliance.



b) Along with the supply of the equipment:

- i) Operation Manual containing principle of operation, detailed installation and setup instructions etc. (01 No. soft copy as well as 01 No. hard copy)
- ii) Maintenance and Troubleshooting manual (01 No. soft copy as well as 01 No. hard copy) comprising of diagrams, detailed troubleshooting guide, spare parts list, consumables etc

## **ANNEXURE - II**

### **BID REJECTION CRITERIA / BID EVALUATION CRITERIA**

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

#### **(A) TECHNICAL:**

##### **1.0 BIDDER'S ELIGIBILITY:**

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

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

The bidder must comply to the following:

- 2.1 The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.
- 2.2 In addition to above, the bidder (OEM) should have experience of successful execution of at least one order of 1(one) no. Gas Generator to any client (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.
- 2.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:
  - (i) Satisfactory supply / completion / installation report (OR)
  - (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
  - (iii) Consignee receipt delivery receipt (OR)
  - (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/GST Invoice.
  - (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

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

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

The bidder must fulfill the flowing requirements:

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

- 3.2 Additionally, the bidder himself or the bidder's OEM should have experience of successful execution of at least one order of 1(one) no. Gas Generator to any client (other than their own subsidiaries /sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.
- 3.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:
- (i) Satisfactory supply / completion / installation report (OR)
  - (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
  - (iii) Consignee receipt delivery receipt (OR)
  - (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/GST Invoice.
  - (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

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

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

**NOTES TO BIDDER:**

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

**7.0 DELIVERY PERIOD: Delivery and installation to be completed within 180 days from the date of issue of Purchase Order.**

7.1 Bids submitted by Bidders quoting delivery period more than the abovementioned duration shall not be accepted. Bidders must categorically confirm the delivery period in their Technical Bid.

**(B) FINANCIAL**

**1.0** The bidder shall have an annual financial turnover of minimum **INR 7,82,833.00** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

**2.0** "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.

**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 (**PROFORMA – A**) that 'the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited so far'.

**Note:**

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

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

OR

ii) Audited Balance Sheet along with Profit & Loss account.

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 B (1.0) above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para B (2.0) above

- (iii) Corporate Guarantee (**PROFORMA - C**) on parent/ultimate parent/holding company's company letter head signed by an authorized 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) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

## **ANNEXURE - III**

### **GENERAL NOTES TO BIDDERS**

- 1.0 Bidders shall submit their offer mentioning pointwise compliance/noncompliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.

- 2.0 The Bidder to submit following Technical Evaluation Sheet along with technical bid -

Annexure – III: Technical Evaluation Matrix (Technical Specification)

Annexure – IV: Bid Evaluation Matrix (Bid Rejection Criteria)

- 3.0 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 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16<sup>th</sup> June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June, 2020 shall continue to be valid only for a period up to the 31st day of December, 2021.

The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

**Udyam Registration Number with Udyam Registration Certificate.**

**OR**

**Proof of registration 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 Udyog Adhar registration or registration with any other body specified by Ministry of MSME.**

**Note:** *In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman 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.*

- 4.0 **TAX COLLECTIBLE AT SOURCE (TCS):**

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.

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:

- a. 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
- b. Total supply of goods to OIL in FY ..... (As applicable) exceeds Rs. 50 Lakh and
- c. 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
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

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.

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.

- 5.0 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). Bidders are expected to take the Corrigendum(s)/Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

## ANNEXURE - IV

### BID EVALUATION MATRIX (TECHNICAL) (TO BE FILLED IN BY BIDDER DULY SIGNED)

#### BID EVALUATION CRITERIA

Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation/Not Applicable)	TO BE FILLED BY THE BIDDER  Relevant Location of their Bid to support the remarks / compliance  (Reference of Document name / Serial number / Page number of bid for documentary evidence)
1.0	<b>SPECIFICATIONS:</b>		
1.1	High Purity Hydrogen Generator: <ul style="list-style-type: none"> <li>• For use to operate two (02) numbers of Gas Chromatographs</li> <li>• Suitable for Flame Gas</li> <li>• Purity: 99.9995%</li> <li>• Flow rate: 150 cc/min</li> <li>• Minimum Delivery Pressure: 100 psi/6.9 bar</li> <li>• Internal leak detection with automatic shutdown features.</li> <li>• Short and easy start-up and shutdown procedures.</li> <li>• Compact, space saving modular design.</li> <li>• Gas outlets: 1/8"Swagelok Compression Fitting</li> <li>• Water purity requirement: Conductivity / Resistivity = &lt;1.0µS/cm or &gt;1 Mohm-cm</li> <li>• Power supply: 230 Vac ± 10%, 50Hz</li> <li>• Noise: &lt;60 dB</li> <li>• Operating Temperature: 10 degree C to 30 degree C</li> </ul>		
1.2	High Purity Nitrogen Generator: <ul style="list-style-type: none"> <li>• Suitable for Make-up gas and Valve opening in Gas Chromatograph</li> <li>• Purity: 99.9995%</li> <li>• Flow Rate: 500 cc/min</li> <li>• Minimum Outlet Pressure: 80 psi / 5.5 bar</li> </ul>		



	<ul style="list-style-type: none"> <li>Electrical requirements: 230 VAC / 50 Hz</li> <li>Constant and consistent supply, avoid running out of gas during analysis.</li> <li>Compact, space saving modular design.</li> <li>Operating Temperature: 10 degree C to 30 degree C</li> <li>Noise: &lt;60 Db</li> <li>Hydrocarbon Content in Nitrogen Gas should be &lt; 0.1ppm</li> </ul>		
1.3	<p>Zero Air Generator:</p> <ul style="list-style-type: none"> <li>Flow rate: 1500 cc/min</li> <li>Minimum Output Pressure: 80 psi/5.5 bar</li> <li>Outlet CH4 Concentration (as Methane): &lt;0.1 ppm.</li> <li>Maximum inlet CH4 Concentration (As Methane): 100ppm</li> <li>Minimum output Pressure: 80 psi / 5.5 bar</li> <li>Operating Temperature: 10 degree C to 30 degree C</li> <li>Noise: &lt;60 dB</li> </ul>		
1.4	The generators may also be designed as combination set ups wherever and if applicable for storage advantages.		
1.5	The offer should be inclusive of Air Compressor to feed compressed air to Nitrogen and Zero Air Generators.		
2.0	<b><u>SPECIAL TERMS AND CONDITIONS:</u></b>		
2.1	<p>The item to be supplied shall be brand new, unused &amp; of prime quality and free from all defects &amp; fault in material, workmanship &amp; manufacturing and shall be in full conformity with ordered specifications. This clause shall be valid for 12 months from date of commissioning of the item in LPG Department, Duliajan, Oil India Limited. The defective materials, if any, rejected by OIL during the warranty period shall be replaced by the supplier at their own expense.</p> <p>During warranty period if any item of the offered system fails or performance of the offered system is not satisfactory, vendor shall have to replace/rectify the same within 30 days from the date of intimation by OIL, without any financial implication to OIL. All visits including to and fro journey to Duliajan and accommodation at Duliajan of supplier's personnel for warranty related work shall have to be borne by the supplier. Courier charges, transportation and taxes for supplying the spares upto OIL premises is to be borne by the supplier.</p> <p>Bidders must confirm the above in their bid. The bidder shall also confirm in their bid to submit the Guarantee/Warranty along with dispatch documents.</p>		

2.2	The unit shall be complete with all other essential operating accessories and sufficient amount of spares required for smooth efficient running and immediate commissioning after receipt at LPG Department, Duliajan, Oil India Limited. The bidder must confirm the same while quoting.		
2.3	If the bidder is not the Original Product Manufacturer, the bidder shall submit valid Authorization Certificate/ Letter issued by its Original Product Manufacturer (Principal), confirming the bidder's status as their authorized supplier/dealer/distributor to sell their products with proper warranty and guarantee back up. Such authorization certificate shall be valid through the entire period of execution of the order.		
2.4	Installation and Commissioning of the instrument shall be carried out by the supplier without any additional cost to OIL in the presence of Laboratory Representatives at LPG Department, Oil India Limited, Duliajan, Assam, India. OIL will give 15 days advance notice upon receipt of materials for supplier to take up Installation and Commissioning at site. During Installation and Commissioning, supplier shall demonstrate all specifications and operations.		
2.5	<b>Bidder must indicate the Year of launch of the offered models. Models more than 5(five) years old preceding to the original bid closing date will be treated as old models/ obsolete products and in such cases the bids will not be considered for evaluation.</b>		
3.0	<b>DOCUMENTATION:</b>		
	<u>Along with the offer:</u>		
(a)	<ul style="list-style-type: none"> <li>i) Technical literature/brochure of the offered product</li> <li>ii) Technical evaluation sheet for technical specifications &amp; terms and conditions separately as per attached formats explicitly mentioning compliance/non-compliance/deviation and indicating relevant page no of their bid to support the remarks/compliance.</li> </ul>		
	<u>Along with the supply of the equipment:</u>		
(b)	<ul style="list-style-type: none"> <li>i) Operation Manual containing principle of operation, detailed installation and setup instructions etc. (01 No. soft copy as well as 01 No. hard copy)</li> <li>ii) Maintenance and Troubleshooting manual (01 No. soft copy as well as 01 No. hard copy) comprising of diagrams, detailed troubleshooting guide, spare parts list, consumables etc.</li> </ul>		

## **ANNEXURE - V**

### **BID EVALUATION MATRIX (BRC) (TO BE FILLED IN BY BIDDER DULY SIGNED)**

#### **BID EVALUATION CRITERIA**

Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation/Not Applicable)	TO BE FILLED BY THE BIDDER  Relevant Location of their Bid to support the remarks / compliance  (Reference of Document name / Serial number / Page number of bid for documentary evidence)
<b>A</b>	<b>TECHNICAL</b>		
<b>1.0</b>	<b>BIDDER'S ELIGIBILITY</b>		
<b>1.1</b>	The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s).		
<b>1.2</b>	OR The bidder should be an authorized dealer/authorized distributor/authorized supplier/wholly owned subsidiary of an Original equipment manufacturer (OEM) of the tendered item(s).		
<b>2.0</b>	<b>IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):</b>		
<b>2.1</b>	The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.		
<b>2.2</b>	In addition to above, the bidder (OEM) should have experience of successful execution of at least one order of 1(one) no. Gas Generator to any client (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.		
<b>2.3</b>	Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:  (i) Satisfactory supply / completion / installation report (OR) (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR) (iii) Consignee receipt delivery receipt (OR) (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/GST Invoice. (v) Any other documents which shall prove that the bidder has successfully executed such order (s).		

	<b>Note:</b> The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.		
<b>3.0</b>	<b>IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:</b>		
<b>3.1</b>	The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment proceeding to the original Bid Closing date of the tender.		
<b>3.2</b>	Additionally, the bidder himself or the bidder's OEM should have experience of successful execution of at least one order of 1(one) no. Gas Generator to any client (other than their own subsidiaries /sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.		
<b>3.3</b>	<p>Documentary evidences to substantiate manufacturing &amp; supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:</p> <ul style="list-style-type: none"> <li>(i) Satisfactory supply / completion / installation report (OR)</li> <li>(ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)</li> <li>(iii) Consignee receipt delivery receipt (OR)</li> <li>(iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat/GST Invoice.</li> <li>(v) Any other documents which shall prove that the bidder has successfully executed such order (s).</li> </ul> <p><b>Note:</b> The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.</p>		
<b>3.4</b>	The bidder shall submit valid Authorization Certificate/Letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidder's status as their authorized supplier/dealer/distributor/wholly owned subsidiary (as the case may be) to sell their products with proper warranty and guarantee back -up. Such authorization certificate/ letter shall be valid for the entire period of execution of the order. Offers shall be rejected straightway, if such authority letter is not submitted along with the technical bid.		
<b>4.0</b>	<b>NOTES TO BIDDER</b>		
<b>(a)</b>	Authorization letter must be issued on the official letter head of the OEM clearly mentioning the status of Bidder i.e., whether 'authorized dealer' or 'authorized distributor' or 'authorized supplier' or wholly owned subsidiary of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway.		

(b)	Authorization letter issued by the OEM in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.		
(c)	In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution/certificate of incorporation/any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.		
5.0	Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.		
6.0	Authorization letter and warranty/guarantee back-up as aforesaid must be issued to the bidder by the Original Equipment Manufacturer (OEM) in their official letter head only. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.		
7.0	Bidder/OEM must submit an undertaking alongwith the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.		
8.0	<b>DELIVERY PERIOD: DELIVERY PERIOD: Delivery and installation to be completed within 180 days from the date of issue of Purchase Order.</b>		
	Bids submitted by Bidders quoting delivery period more than the abovementioned duration shall not be accepted. Bidders must categorically confirm the delivery period in their Technical Bid.		
(B)	<b>FINANCIAL</b>		
1.0	The bidder shall have an annual financial turnover of minimum <b>INR 7,82,833.00</b> during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.		
2.0	"Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.		
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		

	<p>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 (<b>PROFORMA – A</b>) that ‘the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited so far’.</p> <p><b>Note:</b></p> <p>a) For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid:-</p> <p style="padding-left: 40px;">i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>PROFORMA - B</b>.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">ii) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>		
<b>4.0</b>	<p>In case the Audited Balance Sheet and Profit &amp; 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 &amp; Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.</p>		
<b>5.0</b>	<p>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:</p> <p style="padding-left: 40px;">(i) Turnover of the parent/ultimate parent/holding company should be in line with Para B (1.0) above.</p> <p style="padding-left: 40px;">(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para B (2.0) above</p>		

	<p>(iii) Corporate Guarantee (<b>PROFORMA - C</b>) on parent/ultimate parent/holding company's company letter head signed by an authorized 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.</p> <p>(iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.</p>		
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**PROFORMA - A**

**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 (3.0) - Financial Criteria of the BEC**

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

I ..... the authorized signatory(s) of.....(Company or firm name of address) do hereby 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 are 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 – B**

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

<b>TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD</b>		
<b><u>TO WHOM IT MAY CONCERN</u></b>		
<p>This is to certify that the following financial positions extracted from audited financial statements of M/s..... (Name of the bidder) for the last 3 (three) completed accounting years upto.....(as the case may be) are correct.</p>		
YEAR	TURNOVER In INR (Rs.) Crores/ USD Million*	NET WORTH In INR (Rs.) Crores / USD Million*
<p>*Rate of conversion (if used any): USD 1.00 = INR .....</p> <p>Place:</p> <p>Date:</p> <p>Seal:</p> <p>Membership No.:</p> <p>Registration Code:</p> <p>Signature:</p>		

***\*Applicable for Global Tenders.***

**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 – C**

### **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.

for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable)

Witness:

- 1.
- 2.

for and on behalf of (Bidder)

Witness:

- 1.
- 2.