

Bid Document

Bid Details	
Bid End Date/Time	01-06-2022 11:00:00
Bid Opening Date/Time	01-06-2022 11:30:00
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	4
Item Category	Duplex double acting mud gunning pump for Workover operation (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Quality Assurance Plan document	1651030563.pdf

Bid Details	
Payment Timelines	Payments shall be made to the Seller within 30 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)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
----------	----

ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	20

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

Beneficiary:

GMFA

Oil India Limited, Duliajan, Assam 786602. Email : tuhin_roy@oilindia.in; Details of Beneficiary : OIL INDIA, Bank Name :HDFC BANK LIMITED Branch Name :Duliajan Bank Account No. :21182320000016 Type of Account :Current Account IFSC Code :HDFC0002118 MICR Code :786240302 SWIFT Code :HDFCINBBCAL (Gmfa)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers

as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. 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.

3. 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.

Duplex Double Acting Mud Gunning Pump For Workover Operation (4 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Buyer Specification Document	Download
------------------------------	--------------------------

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	1%
Number of days allowed for ICT after site readiness communication to seller	30 Days

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	4	365

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	scope View	scope	Duplex Double Acting Mud Gunning Pump For Workover Operation(4)

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 Terms and Conditions

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 15 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. Generic

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. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding “Preference to Make In India products” stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as “Non Local Supplier”. The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

6. Generic

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST : 5%

Notification No.and date : 3/2017 dated 28/06/2017

7. Generic

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma

Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 30 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

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---

TECHNICAL SPECIFICATIONS.

Duplex double acting mud gunning pump for Workover operation. Qty = 04 nos.

1. General description:

Duplex double acting, horizontal piston type pump for continuous duty application with replaceable liners of various sizes. It will be used for preparation and as a gunning pump for mixing specialized chemical (Aphron) in workover wells. The pump package should come complete with a prime mover, equipped with ON-OFF type mechanically operated PTO clutch having friction clutch plates, banded V-belt drive, complete with standard accessories. The complete pump package should be mounted and securely fastened on a 03 runner oilfield type heavy duty structural steel skid with provision for skid lifting. The package should be enclosed under a detachable weather proof roof with adequate framing and corner support post. The offer should also include spares parts required for smooth operation and maintenance of the pump package for 02 years.

2. Specification of Pump:

- A. Pump Type: Duplex double acting, horizontal piston type pump.
- B. Power Frame: One piece, High strength steel power frame.
- C. Power End Lubrication: Internal Pressurized (Self-lubricated).
- D. Liner Diameter: 7 1/2 Inch.
- E. Stroke Length: 10 Inch.
- F. Valves: Wing guided valves/ conventional type.
- G. Valve seats: Full open seats/conventional web type.
- H. Valve covers: Forged steel buttress threaded.
- I. Suction Connection: Suction end 150 mm (6").
- J. Discharge Connection: Delivery end 100mm/75mm (4"/3").
- K. Capacity:
 - I. Minimum discharge of 2100 LPM @ 20 Kg/Cm² (284 PSI).

3. Specification of Prime mover:

- A. Prime Mover: Greaves/Ashok Leyland/Kirloskar or equivalent make.
- B. Fuel Type: Diesel.
- C. Maximum Speed: As per design requirement with provision for manual control of engine rpm to enable us for operating it at various range of rpm.
- D. Area Classification: Non-hazardous.
- E. Emission Standard: Should meet the latest Indian government emission standard for engines for non-road application.
- F. Starter type: Electric 12/24 volt.
- G. Muffler: Residential type exhaust silencer cum spark arrestor. Engine exhaust to silencer end must be covered with proper heat shield lagging of asbestos cloth.
- H. Battery: Maintenance free with Box and cable.
- I. Fuel System: Mechanical.
- J. Air filter: Two stage filtration with restriction indicator for air filter.

K. Cooling System: Air / Water cooled diesel engine.

L. Flywheel: SAE 2 Flywheel housing suitable for the package complete with starter ring gear.

M. Engine Instrument / Control panel:

It should have the followings:

I. Start/stop button: Auto / Manual Stop.

II. Pressure Display: Oil & Fuel pressure.

III. Engine rpm: Digital display tachometer.

IV. Temperature gauge: Coolant/lube oil.

V. R/Hrs: Digital display hour meter.

VI. Battery charge condition: Voltmeter digital & ammeter.

Bidder should provide detail about the Instrument /control panel system.

N. Safety Shut Off system (Protection): Should be equipped with alarm for

I. Low lube oil pressure.

II. High coolant/lube oil temperature.

III. Engine over speed.

IV. Low fuel pressure.

V. Emergency stop button.

Bidder must mention the Safety Shut Off system offered for the unit & provide detail information with literature.

O. Duty: Continuous.

P. Ambient Temp: 50 °C.

Q. Battery Charging Alternator: 12/24 volts.

R. Battery Charging Alternator: Engine mounted with capacity as per design requirement.

4. Mechanically Operated Clutch PTO:

A. Clutch Make: Ghatge Patil / CBG precision Or equivalent Make.

B. Clutch Type: Friction clutch plates.

C. Clutch Model: GP 2110 SP /CBG 2110 Or equivalent model.

5. Transmission:

The pump shall be driven through multiple "V" belts & pulley. The pump unit shall be provided with belt guard for safety purpose.

6. Accessories for each pump:

A. Pump Suction Accessories:

i. A Butterfly valve fitted with flanges, fasteners and companion flanges on suction end manifold.

B. Pump Discharge Accessories:

i. Maintenance free bladder less type mounted discharge dampener made of carbon steel.

ii. One (1) no. pressure relief valve per pumping system consisting of Oteco make 2", pressure range: 125 – 500 psi, shear pin type relief valve. The discharge bleed off line from the relief valve must be anchored properly and arrangement should be made to discharge the bleeds-off underneath the skid.

iii. One (1) no. of Oteco make pressure gauge per pumping system consisting of 2" Liquid filled discharge pressure gauge (range 0-500 psi) with built in dampening mechanism to minimize fluctuations for accurate response to pressure changes.

iv. Two nos. of discharge line per pump delivery end with one (1) no. of valve (500 psi) on each end must be provided.

v. One (1) no. of necessary accessories per pumping system consisting of complete set of pipes and fittings, interconnection piping and companion flanges with appropriate bolting, gaskets, dampener brackets, blind flanges, stud & nuts to fit the above for mounting all items mentioned above.

C. Fuel Tank: 50 liters fuel tank including level gauge, fuel line, fittings and mount bracket.

7. Skid:

03 runner oilfield type skid made from heavy duty type structural steel with the runner fabricated from ISMB200 and cross beam from ISMC200 as per the followings:

- I. The dimension of the skid should be limited to 11M x 2.5M (L x B in meters). No part of the pump package should protrude of the skid area.
- II. The floor of the skid (I-beam) should be made from 10mm thick chequered plate. The ends of the skid should be projected out by 300mm from the floor area and bottom section of the I-beam curved upwards. A 100 NB X 80 SCH pipe with provision for lifting should reinforced at the end of skid I-beam for tail boarding.
- III. Drain Pan (for pump).
- IV. Lifting eyes.
- V. Orientation: Diesel engine horizontal mounted pump package on a single skid. The height of the pump package when mounted on the skid should be less than 2.8 meters.
- VI. Piping: Carbon Steel interconnecting piping to be mounted on the pump package.
- VII. Skid Painting: One coat of red oxide alkyd primer 2.0 to 2.5 mils dry film thickness. The topcoat is one coat of gloss alkyd enamel paint 1.0 to 2.0 mils dry film thickness.

8. Spares for pump package: The following items have to be supplied along-with the pump package:

A. Pump Spares:

- I. Cylinder Liner: 06 Nos.
- II. Piston Assembly: 06 Nos.
- III. Piston Rod: 06 Nos.
- IV. Valve Seat: 16 Nos.
- V. Valve Assembly: 16 Nos.
- VI. Valve Insert: 32 Nos.
- VII. Valve Spring: 16 Nos.
- VIII. Valve covers seal-gasket: 32 nos.
- IX. Gland Packing: 16 sets.

B. Spares for Engine:

- I. Fuel Filter: 10 nos.
- II. Lube Oil Filter: 10 nos.
- III. Air Filter: 08 nos.
- IV. Fuel Injector: 03 nos.
- V. Governor: 02 no.
- VI. 'V' belt sets: 08 sets.
- VII. Electric Starter: 02 nos.
- VIII. PTO Clutch Repair Kit: 02 nos.
- IX. Battery Charging Alternator: 01 no.

NOTE: Cost of above Pump & Engine spares are to be included in "GEM price schedule".

9. Scope of supply:

A. Duplex double acting, horizontal piston type pump package mounted on individual 03-runner oilfield type heavy duty structural steel skid unitized with prime-mover, transmission system, control console and all necessary interconnecting piping & accessories.

B. The pump package should come fitted or packed separately (to be fitted by the supplier at the time of commissioning) with all the consumables required for testing and commissioning of the unit.

C. Accessories for the pump package (to be fitted by the supplier at the time of commissioning if supplied separately).

D. Supply of spares for the pump package as per Annexure-I, point no.8.A & 8.B.

E. Special tools for operation & maintenance of the pump & engine. It should also include valve seat puller & liner puller.

F. Documents to be submitted: The bidder shall submit, as part of the order, the following documents, along with the offer & during supply of the item:

I. With Bid: The bidder shall supply the following documents, along with the bid:

- a. Technical literature or Catalogue.
- b. Dimensional drawing of the unit.
- c. Bidder other than OEM must provide valid authorization certificate from the OEM.

II. With supply: The bidder shall supply the following documents, along with supply of the items:

- a. Certificate of hydrostatic testing for the pump fluid end.
- b. Manufactures certificate of authenticity.
- c. Certificates of test/conformance of pump and associated components.
- d. Two (2) Installation, Operating & Maintenance manuals containing associated vendors manuals, datasheets, parts list & dimensional drawings.
- e. Warrantee & Guarantee Certificate.

Note: Bidder should confirm uninterrupted supply of spares for pumps including accessories for a minimum period of 10 years.

Offers not complying with the above points shall be treated as non-responsive and liable for rejection.

10. Scope of work:

A. Unitization: All components of the pump package should be mounted on the skid with the engine placed on an adjustable railing to facilitate proper alignment with the pump for trouble free operation. All the moving component should be well covered for the safety point of view.

B. Installation & commissioning:

Supplier will have to commission the equipment in each of OIL's Workover rigs situated in and around 50 km from Duliajan, Assam. During Commissioning, OIL shall supply only the fuel for the engines along with suction hoses and fittings for connecting our suction tank to pump suction end connection. Any tools, tackles, instruments etc. required for commissioning should be arranged by the bidder.

OIL shall call the supplier within 30 days of receipt of items at site for starting Installation & commissioning. The supplier shall complete Installation & commissioning within 30 days of receipt of intimation from OIL.

Installation / commissioning charges should be quoted which shall be considered for evaluation of the offers. These charges should be included amongst others to and from fares, boarding / lodging and other expenses of the commissioning engineers during their stay at Duliajan, Assam (India). All Personal, GST etc.

towards the services provided by the supplier shall be borne by the supplier and will be deducted at source.

11. Special notes:

A. Bidder shall categorically confirm to all the technical details as per specification/desired features mentioning the make & model etc. Generalized response like- "As per NIT specifications/Technical leaflet", 'noted', 'accepted' or in any similar terms is not encouraged.

B. The bidder must be an OEM or an authorized agent /dealer /distributor/stockiest/supply house of the OEM. The bidder other than OEM must provide valid authorization certificate from the OEM for supply of the item along with the offer; else offer will be rejected.

C. Pre-dispatch Inspection:

Pre-dispatch inspection of all the material & complete full load performance test on the pump set shall be carried out by OIL's representative at the works of manufacturer. The full load performance test report of the pumps has to be provided to OIL's representative.

Note: The supplier/manufacturer needs to inform OIL for inspection call well in advance (min 2 months). OIL shall complete Pre-dispatch inspection within 30 days after receipt of intimation from supplier. Items are to be despatched only after receipt of clearance from OIL.

D. Packaging:

The packing shall be sufficiently robust to withstand rough handling/transit damage. Boxes/ packing cases containing electrical/electronic items shall be water proof lined to prevent transit damage. Loose components shall be packed separately.

E. Warranty:

All the units should have OEM warranty for 12 months from the date of commissioning. During guarantee/warranty period, the supplier has to attend and rectify all the defects encountered with the pump package at site in and around Duliagan, Assam and replace/repair all the malfunctioning parts free of cost to M/s Oil India Limited.

F. **Delivery:**

Materials must be delivered within 12 months from the date of placement of order by OIL.

G. Unloading at Duliagan, Assam:

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF ITEMS ONLY. Supplier shall depute adequate crew, who has experience of unloading of

items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.

H. PRICE BREAK UP -

Bidders should fill up, sign and upload the price break of items (as detailed in Annexure -II) under "Financial documents" of GEM Priced bid only. **The price breakup should not be uploaded under GEM Technical bid as it shall lead to rejection of the bid.**

PRICE BREAK UP –**A) PRICE BREAK UP OF ITEMS WHOSE COST IS TO BE INCLUDED IN "GEM PRICE SCHEDULE".**

		<i>Qty</i>	<i>Unit Price (In Rs) including GST</i>	<i>Applicable GST rate</i>
	A. Pump Spares: I. Cylinder Liner: 06 Nos. II. Piston Assembly: 06 Nos. III. Piston Rod: 06 Nos. IV. Valve Seat: 16 Nos. V. Valve Assembly: 16 Nos. VI. Valve Insert: 32 Nos. VII. Valve Spring: 16 Nos. VIII. Valve covers seal-gasket: 32 nos. IX. Gland Packing: 16 sets.			
	B. Spares for Engine: I. Fuel Filter: 10 nos. II. Lube Oil Filter: 10 nos. III. Air Filter: 08 nos. IV. Fuel Injector: 03 nos. V. Governor: 02 no. VI. 'V' belt sets: 08 sets. VII. Electric Starter: 02 nos. VIII. PTO Clutch Repair Kit: 02 nos. IX. Battery Charging Alternator: 01 no.			

Notes:

1. Price break up to be provided for above.
2. **Bidders should fill up, sign and upload this price break up under "Financial documents" of GEM Priced bid only. The price breakup should not be uploaded under GEM Technical bid as it shall lead to rejection of the bid.**

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

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected:

BID REJECTION CRITERIA (BRC):

A.1. TECHNICAL:

1. Experience Criteria: The bidder should have the experience of successfully executing at least 1(one) "Similar order" of minimum 50% quantity (to be rounded to next higher whole figure) of the tendered items in the preceding 07 (seven) years as on bid closing date.

a. In case the bidder is an Original Equipment Manufacturer (Principal) of the tendered item than they should have the experience of supplying the item either by themselves or through their agent /dealer / distributor / stockiest / supply house.

b. In case the bidder is an authorized agent /dealer /distributor/stockiest/supply house than they should have the experience of supplying the item by themselves.

"Similar order" means supply of reciprocating piston/plunger pump packages with specification similar to or higher than as specified below:

- i. Minimum discharge capacity: 1000 LPM.
- ii. Minimum working pressure: 15 kg/cm².

Note: Documentary evidence that has to be submitted are in the form of a copy of relevant Purchase Order along with copies of any of the documents in respect of satisfactory execution of each of those Purchase orders, such as-

- a. Satisfactory Inspection Report (OR).
- b. Satisfactory Supply Completion / Installation Report (OR).
- c. Consignee Receipted Delivery Challans (OR).
- d. Central Excise Gate Pass / Tax, Invoices issued under relevant rules of Central Excise / VAT (OR).
- e. Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

A.2. BRC -FINANCIAL:

1.0 Annual Turnover - The bidder shall have annual financial turnover of minimum INR 1.12 Crores 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 must be positive for the financial/accounting year just proceeding 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 (ref. Proforma-6) certifying that 'the balance sheet/Financial Statements for the preceding financial year has actually not been audited so far'.

Note:

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

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

OR

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

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\$, then the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

5.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial

criteria by itself and submits its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:

- i) Turnover of the parent/ ultimate parent/ holding company should be in line with Para 1.0 above.
- ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with Para 2.0 above.
- iii) Corporate Guarantee (as per Proforma-8) on parent / ultimate parent/ holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them.
- iv) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company.

CHECK LISTPart I TECHNICAL

Nil

Part II COMMERCIAL:

<u>Sl No.</u>	REQUIREMENT	COMPLIANCE
1.0	Whether quoted as manufacturer?	Yes / No
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	Yes / No
	If quoted as OEM Dealer / Supply House.	Yes / No
2.1	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
2.3	Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.	Yes / No
2.3.1	Name and details of the company to whom the bidder has successfully executed orders / contracts for atleast 50% of the tendered quantity as per Experience criteria clause of BRC-Technical.	
2.3.2	Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)	Yes / No
2.3.3	Whether submitted Financial balance sheets, Proforma 6 & 7 for fulfilling BRC-Financial.	
3.0	Name of Manufacturer.	
4.0	Place of Despatch.	

5.0	Local content amount and percentage. Details of locations at which the local value addition is made.	
6.0	Whether you are quoting under PP-LC or MSME policy.	
7.0	Whether Integrity Pact with digital signature uploaded (if applicable as per Additional Terms and Conditions) ?	
7.1	Whether all the clauses in the Integrity Pact have been accepted?	
8.0	Name, Address, Phone No & E-mail id of Bidder.	
8.1	Bank details of Bidder.	
9.0	Whether indicated 'Local Content' required as per PPLC Policy?	
9.1	Whether indicated the import content in Price Bid?	
10.0	Whether quoted for any deviations to the tender.	

SPECIAL NOTES TO BIDDERS:

1.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% (for indigenous bidder) will be applicable as per Govt. Policy in vogue.

2.0 Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 1 months prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.

3.0 No Bid Security /Earnest Money Deposit (EMD) shall be applicable till 31.12.2022. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed PROFORMA - 1 along with their Technical bids.

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

5.0 OIL's Reference No. PR = 1422618.

6.0 Bidders shall submit their offer mentioning pointwise compliance / non-compliance 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.

7.0 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 (1H) 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 ... 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 (1H) of Income tax Act, 1961.

8.0 PERFORMANCE SECURITY

Unless otherwise specified, the Seller shall furnish Performance Security to Purchaser in the form of a Bank Guarantee/Letter of Credit/ Demand Draft within 30 days of notification of purchase order/contract for the value and validity as per terms of Purchase order/contract. Performance Security shall be strictly as per the format prescribed vide PROFORMA-3 to this document.

8.1 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

8.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

8.3 Purchaser reserves the right to cancel the order and forfeit the corresponding Bid Security, in case of failure on the part of Seller to submit Performance Security as above.

8.4 The amount of Performance Security and the date of expiry of the Performance Security shall be as specified in the LOA/Purchase Order. Unless specified otherwise, the amount of Performance Security in case of Procurement of Goods shall be 3% of order value (excluding taxes & duties).

8.5 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

8.6 Bank Guarantee/Letter of Credit with condition other than those mentioned in OIL's prescribed format shall not be accepted.

8.7 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

8.8 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2017.

8.9 The Performance Security specified above must be valid for three (3) months beyond the Warranty Period (if any) indicated in the Purchase Order/Contract agreement. The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.

8.10 The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

8.11 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2017

8.12 In case, the Performance Security in the form of a Bank Guarantee/ Letter of Credit is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2017. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

8.13 In case of Bank Guarantee, 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. 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.

8.14 In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.

9.0 Unloading For all other bulky items to be floated in GeM:

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF ITEMS ONLY. Supplier shall depute adequate crew, who has experience of unloading of items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.

PROFORMA - 1BID SECURITY DECLARATION

To,

M/s. Oil India Limited

.....
.....

Sub:

Tender No:.....

Dear Sir,

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

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

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

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

(i) fail or refuse to execute the Contract, if required, or

(ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.

(iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

PROFORMA – 3

PERFORMANCE SECURITY FORM

To:
**M/s. OIL INDIA LIMITED,
MATERIALS DEPARTMENT**

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, 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 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 thereunder 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:

A. Issuing Bank:

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

B. 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 must ensure the following:

- (a) The Bank Guarantee issued by the bank must 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 indicating the Purchase Order No.....shall be sent through SFMS by the BG issuing bank branch to STATE BANK OF INDIA, Duliajan Branch, IFS Code – SBIN0002053, Branch address – STATE BANK OF INDIA, Duliajan Branch, Duliajan, District Dibrugarh, PIN – 786602.
MICR Code 786002302; SWIFT Code SBININBB479

- (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.

PROFORMA – 6

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

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

Tender No.: _____

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

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

Place :.....

Date :.....

Signature of the authorized signatory

Note: This certificate 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 - 7

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTARD ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the bidder) for the last three (3) completed accounting years upto.....
(as the case may be) are correct

YEAR	TURN OVER In INR (Rs.) Crores/ US \$ Million) *	NET WORTH In INR (Rs.) Crores / US \$ Million) *

*Rate of conversion (if used any): USD 1.00 = INR

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

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

PROFORMA – 8

PARENT/ ULTIM ATE 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 atherein 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.

<div>for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable)</div> <div>Witness: 1. 2.</div>	<div>for and on behalf of (Bidder)</div> <div>Witness: 1. 2.</div>
-----------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------
