

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	08-06-2022 11:00:00
<b>Bid Opening Date/Time</b>	08-06-2022 11:30:00
<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>	26
<b>Item Category</b>	Item 1 , Item 2 , Item 3 , Item 4 , Item 5 , Item 6
<b>BOQ Title</b>	Rotary susbsitutes FP07
<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,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
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	Item 1
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<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)
<b>Evaluation Method</b>	Item wise evaluation

### EMD Detail

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

**ePBG Detail**

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

(a). The EMD % will be applicable for each schedule/group selected during Bid creation.

(b). 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 :HDFCINBBAL (Gmfa)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	No
-------------------------	----

**Details of the Competent Authority for MII**

Name of Competent Authority	Rupak Kalita(Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
Designation of Competent Authority	GM(C&P),Corporate Office (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
Office / Department / Division of Competent Authority	OIL, C&P (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
CA Approval Number	OIL 62/C&P/267/2020 (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
Competent Authority Approval Date	20-05-2021
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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### **Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

<b>Evaluation Schedules</b>	<b>Item/Category</b>	<b>Quantity</b>
Schedule 1	Item 1	6
Schedule 2	Item 2	4
Schedule 3	Item 3	4
Schedule 4	Item 4	3
Schedule 5	Item 5	5
Schedule 6	Item 6	4

#### **Item 1**

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

#### **Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	6	150

**Item 2**

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

**Technical Specifications**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	150

**Item 3**

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

**Technical Specifications**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	150

**Item 4**

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

**Technical Specifications**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	3	150

**Item 5**

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

**Technical Specifications**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	5	150

**Item 6**

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

**Technical Specifications**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	150

**Buyer Added Bid Specific Terms and Conditions****1. 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](#)

**2. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

**3. 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.

#### 4. **Generic**

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within 30 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

#### 5. **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

## **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.

<b>TECHNICAL EVALUATION MATRIX</b> <b>(TO BE FILLED IN BY BIDDER DULY SIGNED)</b>			
Item 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	<p>Change sub, 3.1/2" Reg box x 2.7/8" EUE Tubing box (for 7" Rotovert) - 06 (Six) Nos.</p> <p>Rotary substitutes manufactured from AISI 4145 H modified alloy steel fully heat-treated to 285-341 Brinell hardness and 54 Joules average impact strength (minimum) conforming to the requirement of API Spec 7-1 (latest edition). All connections are to be machined and finished to API standards. Thread roots are to be cold rolled. Connections are to be phosphatized, coated with lubricant and equipped with pressed steel thread protectors installed at both ends.</p> <p>Type A Crossover sub, in conformance with API Spec 7-1. API Connection = 3.1/2" Reg box down x 2.7/8" EUE Tubing box up</p>		



	<p>OD = 4.1/2 inch (114.3 mm)</p> <p>ID / Bore = 1.1/2 inch (38.1 mm)</p> <p>Overall length = 36 inch (915 mm)</p>		
2	<p>Twin Pin, 6.5/8" Reg LH x 6.5/8" Reg LH (for Kelly Swivel)-04 (FOUR) NOS</p> <p>Type C, Twin Pin Sub, 6.5/8" REG LH Pin up X 6.5/8" REG LH Pin down, manufactured from AISI 4145H modified alloy steel fully heat-treated to 285-341 Brinell hardness and 54 Joules average impact strength (minimum) conforming to the requirement of API Spec 7-1(latest edition). All connections are to be machined and finished to API standards. Thread roots are to be cold rolled. Connections are to be phosphatized, coated with lubricant and equipped with pressed steel thread protectors installed at both ends.</p> <p>OD = 8 inch (203.2 mm), ID/Bore = 3 inch (76.2 mm), Length= 18 inch (457.2 mm) minimum</p> <p>API stress relief groove on pin ends.</p>		
3	<p>Twin Pin, 7.5/8" Reg LH x 6.5/8" Reg LH (for Kelly Swivel)- 04 (FOUR) NOS</p> <p>Type C, Twin Pin Sub, 7.5/8" REG LH Pin up X 6.5/8" REG LH Pin down manufactured from AISI 4145H modified alloy steel fully heat-treated to 285-341 Brinell hardness and 54 Joules average impact strength (minimum) conforming to the requirement of API Spec 7-1(latest edition). All connections are to be machined and finished to API standards. Thread roots are to be cold rolled. Connections are to be phosphatized, coated with lubricant and equipped with pressed steel thread protectors installed at both ends.</p> <p>OD=9 inch (228.6 mm), ID/Bore = 3 inch (76.2 mm), Length= 18 inch (457.2 mm) minimum</p> <p>API stress relief groove on pin ends.</p>		

4	<p>Bit Sub with BPV 3.1/2" Reg Box - NC35 Box- 03 (THREE) NOS</p> <p>Rotary substitutes manufactured from AISI 4145 H modified alloy steel fully heat-treated to 285-341 Brinell hardness and 54 Joules average impact strength (minimum) conforming to the requirement of API Spec 7-1. All connections are to be machined and finished to API standards. Thread roots are to be cold rolled, phosphatised, coated with lubricant and equipped with pressed steel thread protectors installed at both ends.</p> <p>Type A, Double Box Bit Sub, Straight OD API Connection = 3.1/2" Reg API RH Box down X NC35 RH Box up with BPV .</p> <p>OD = 4.3/8 inch (111.12 mm) ID / Bore = 1.3/4 inch (44.45 mm) Overall length = 36 inch (914.40 mm)</p> <p>Float valve dimensions: 2.41 inch (61.1 mm) OD &amp; 6.5 inch (165.1 mm) Long Diameter of Float recess: 2.44 inch (61.9 mm)</p> <p>Features for the above item: a) API stress relief groove on pin ends. b) API bore back box.</p>		
5	<p>Bit Sub with BPV 4.1/2" Reg Box - NC46 Box- 05 (FIVE) NOS</p> <p>Rotary substitutes manufactured from AISI 4145 H modified alloy steel fully heat-treated to 285-341 Brinell hardness and 54 Joules average impact strength (minimum) conforming to the requirement of API Spec 7 -1(latest edition). All connections are to be machined and finished to API standards. Thread roots are to be cold rolled, phosphatised, coated with lubricant and equipped with pressed steel thread protectors installed at both ends.</p> <p>Type A, Double Box Bit Sub, Straight OD API Connection = 4.1/2" REG API RH Box down x NC-46 API RH Box up with BPV.</p> <p>OD = 6.1/2 inch (165.10mm) ID / Bore = 2.13/16 inch (71.44mm)</p>		

	<p>Overall length = 36 inch (914.4mm)</p> <p>Float valve dimensions: 3.15/32 inch (88.11mm) OD &amp; 8.5/16 inch (211.14mm) Long Diameter of Float recess: 3.1/2 inch (88.9mm)</p> <p>Features for the above item: a) API stress relief groove on pin ends. b) API bore back box.</p>		
6	<p>Bit Sub with BPV 6.5/8" R Box – Box - 04 (FOUR) NOS</p> <p>Rotary substitutes manufactured from AISI 4145 H modified alloy steel fully heat-treated to 285-341 Brinell hardness and 54 Joules average impact strength (minimum) conforming to the requirement of API Spec 7 -1(latest edition). All connections are to be machined and finished to API standards. Thread roots are to be cold rolled, phosphatised, coated with lubricant and equipped with pressed steel thread protectors installed at both ends.</p> <p>Type A, Double Box Bit Sub, Straight OD API Connection = 6.5/8" API Reg RH Box down X 6.5/8" API Reg RH Box up with BPV.</p> <p>OD = 8 inch (203.20 mm) ID / Bore = 3 inch (76.2 mm) Overall length = 36 inch (914.4mm)</p> <p>Float valve dimensions: 4.25/32 inch (121.44mm) OD &amp; 11.3/4 inch (298.45 mm) Long Diameter of Float recess : 4.13/16 inch (122.24 mm)</p> <p>Features for the above item: a) API stress relief groove on pin ends. b) API bore back box.</p>		
	<b>GENERAL NOTES TO BIDDERS</b>		
1	<p>The items shall be brand new, unused &amp; of prime quality. The bidder shall warrant (in the event of an order) that the product supplied will be free from all defects &amp; fault in material, workmanship &amp; manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment/ dispatch or 12 months from the date of receipt of the items,</p>		

	whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.		
2	Bidder must provide detailed specifications of the offered items (in printed form including relevant Catalogue, Drawings with exploded views and Literature not in computer media such as floppies or CDs). Bidder should categorically confirm while quoting.		
3	The items shall be manufactured/tested strictly in conformance with API Spec. 7-1 (latest edition). The items shall be marked with the manufacturer's name or identification mark, API monogram, the inside diameter and the size & style of connection at each end. The marking shall be die stamped on a marking recess located on the outside diameter of the substitutes.		
4	A copy of valid API Spec 7-1 certificate (having authorization for threading and gauging of the rotary shouldered connections) and copies of API 7-1 certificates (having authorization for drill stem subs and threading of rotary shouldered connections) for the last 5 (Five) years (i.e. continuous without having any break in between), preceding from the original bid closing date should be submitted along with the technical bid. Bids without copies of valid API Spec 7-1 certificates or with breaks in between will be rejected.		
5	All rotary substitutes shall have API bore back box and / or API stress relief groove on pin ends (wherever applicable) as per API Spec 7-1 (latest edition).		
6	All the connections should be coated with thread lubricants and protected with pressed steel thread protectors to prevent corrosion and rusting during transit. Bidders must categorically confirm the same in the technical bid.		
7	In the event of an order the Mill test reports, ultrasonic test certificates etc, manufacturers' data book as per API shall be furnished to OIL along with the supply. Bidders are to categorically confirm the same in the technical bid.		
8	In the event of an order, purchase order number shall be weld written on suitable place at the items. Bidders shall confirm compliance to the same while quoting.		
9	In the event of an order, 02 (two) copies of relevant catalogue, literature, drawing, etc should be		

	supplied along with the consignment. Drawing indicating length, OD, bore, size & style of connection should be forwarded for each of the items.		
10	The Bidder should indicate the dimensions and weight of the offered Crossover substitute, the name of the manufacturer, the country of origin and port of dispatch of the materials.		
11	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.		
12	Bidder to sign and submit completely filled up Technical check list (Annexure-III), Technical Evaluation Matrix (Annexure-II) for Technical specification and standard BEC (Annexure-I) for Bid evaluation.		
13	Bidder should note that in the event of an order the API Spec. 7-1 (latest edition) should be valid, without any break, till execution of purchase order. Bidder to submit valid relevant API certificate along with the supply. Bidder should categorically confirm compliance while quoting.		
14	Bidder should categorically confirm in the technical bid to dispatch the equipment within five (05) months after receipt of formal order (in case of indigenous bidder). Date of L/R or C Note shall be considered as date of delivery.		
15	<p>Unloading at Duliajan, Assam:</p> <p>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.</p> <p>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.</p>		

\*\*\*\*\*

## ANNEXURE-II

### PRICE BREAK UP –

Not Applicable.

\*\*\*\*\*

## Annexure-III

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

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

A MANUFACTURERS EXPERIENCE: IN CASE BIDDER IS THE MANUFACTURER

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

i. Bidder must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant API certification as on the original bid closing date of the tender. Copies of relevant API certificates (having API authorization(s) for each of the item(s) mentioned in the tender) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid. Bids without copies of valid relevant API certificates or with break(s) in between will be rejected.

Note: The above clause will be applicable only for those item(s) manufactured under API certifications, as specified in the tender.

ii. The bidder should have manufactured and supplied minimum 50% quantity (to be rounded to next higher whole figure) of each type of tendered items, of same or higher capacity and same or higher sizes, to any E&P companies/Drilling

Contractors/Drilling service providers during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).

Documentary evidence in respect of manufacturing and supplying the above mentioned items should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

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

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

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

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

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

- I. Authorization certificate from the manufacturer (in original on manufacturer's letter head with signature & stamp) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.
- II. Undertaking from the manufacturer (in original on manufacturer's letter head with signature & stamp) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.
- III. Warranty backup from the manufacturer in original on manufacturer's letter head (with signature & stamp) against the quality of the tendered item(s) as specified in the tender.
- IV. Documentary evidence in respect of manufacturer's experience in manufacturing under relevant API certification (if applicable) as specified under para 2.A.(i) from the concerned manufacturer.

V. Documentary evidence in respect of manufacturer's supply experience as specified under para 2.A.(ii) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).

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

3 If the bidder is a manufacturer and has supplied minimum 25% quantity (to be rounded to next higher whole figure) of any or all the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the bidder need not satisfy Clause 2.A.ii for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below:

i. If the bidder(manufacturer) has supplied minimum 25% quantity (to be rounded to next higher whole figure) all the tendered items then they shall have to indicate the Purchase Order (PO) nos. of OIL executed by them for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid.

ii If the bidder(manufacturer) has supplied minimum 25% quantity(to be rounded to next higher whole figure) only few types of tendered items then they shall have to indicate the Purchase Order(PO) nos. of OIL executed by them for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by them to OIL, the bidder(manufacturer) has to submit supply experience as per clause 2(A).(ii) above.

4 If the bidder is sole selling agent / distributor / dealer / supply house of any manufacturer and has submitted bid of the manufacturer who has supplied minimum 25% quantity (to be rounded to next higher whole figure) any or all the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the manufacturer need not satisfy Clause 2.A.ii for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below:

i. If the manufacturer has supplied minimum 25% quantity(to be rounded to next higher whole figure) all the tendered items then the bidder shall have to indicate the Purchase Order(PO) nos. of OIL executed by that manufacturer for



each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, such bidder must meet clause no. 2.(B).(VI). above

ii. If the manufacturer has supplied minimum 25% quantity (to be rounded to next higher whole figure) only few types of tendered items then the bidder shall have to indicate the Purchase Order(PO) nos. of OIL executed by that manufacturer for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by the manufacturer to OIL, the bidder has to submit supply experience as per clause 2(B).(V) above. However, such bidder must meet clause no. 2.(B).(VI) above

5 Bidder should categorically confirm in the technical bid that the tendered items will be supplied within the delivery period as mentioned in the tender, without which the bid will be rejected.

6 Additional Documents:

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

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

i) Bill of Lading (OR)

ii) Commercial Invoice / Payment of Invoice of the OEM (OR)

iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

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

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

i) Bill of Lading (OR)

ii) Commercial Invoice / Payment of Invoice of the OEM (OR)

iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

## **A.2. BRC -FINANCIAL:**

1.0 Annual Turnover - The bidder shall have annual financial turnover of minimum **INR 28.99 Lakhs** 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.

\*\*\*\*\*

## ANNEXURE-IV

### CHECK LIST

#### Part I TECHNICAL

Sl. No	DESCRIPTIONS	REMARKS
1	Whether quoted the item as manufacturer ?	YES / NO
2	Whether quoted the item as sole selling agent / distributor / dealer / supply house of any manufacturer ?	YES / NO
3	Whether the items would be brand new, unused & of prime quality ?	YES / NO
4	Whether the offered Subs are as per our NIT requirement ?	YES / NO
5	Whether the item would be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications ?	YES / NO
6	Whether warranty would be for 18 months from date of receipt or 12 months from date of commissioning of the items ?	YES / NO
7	Whether the defective item/ parts, if any, rejected by us will be replaced by you free of cost ?	YES / NO
8	Whether the item would be manufactured as per API spec. 7 -1 ?	YES / NO
9	Whether bidder have forwarded API spec. 7-1 certificate along with the quotation ?	YES / NO
10	Whether detailed technical catalogues, literature and drawings indicating exploded view and dimensions with part numbers for the offered items are forwarded ?	YES / NO
11	Kindly specify the Deliver Period in weeks	
12	Whether mentioned the name of manufacturer, country of origin and port of shipment ?	YES / NO
13	Whether marking would be done as per API Spec. 7-1 ?	YES / NO
14	Whether purchase order number and manufacturer's names would be die stamped on the items ?	YES / NO
15	Whether bidder (other than OEM) has forwarded the copy of authorization letter from the original manufacture to sell their products to OIL INDIA LIMITED?	YES / NO
16	Any deviation from NIT?	YES / NO
17	Whether completely filled up & signed Technical check list (Annexure-III), Technical Evaluation Matrix (Annexure-II) for Technical specification and standard BEC (Annexure-I) are submitted.	YES / NO

#### Part II COMMERCIAL:

Sl No.	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	<b>Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.</b>	Yes / No
2.3.1	<b>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.</b>	
2.3.2	<b>Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)</b>	Yes / No
2.3.3	<b>Whether submitted Financial balance sheets, Proforma 6 &amp; 7 for fulfilling BRC-Financial.</b>	
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	<b>Whether indicated 'Local Content' required as per PPLC Policy?</b>	
9.1	<b>Whether indicated the import content in Price Bid?</b>	
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 = 1423727. Kindly quote this No. with all correspondence with OIL.

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 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.

<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>
---	--

\*\*\*\*\*