

Bid Document

Bid Details	
Bid End Date/Time	27-07-2022 11:00:00
Bid Opening Date/Time	27-07-2022 11:30:00
Bid Offer Validity (From End Date)	55 (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	6
Item Category	Item 1 , Item 2 , Item 3
BOQ Title	Adapter spools
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
Primary product category	Item 1
Time allowed for Technical Clarifications during technical evaluation	3 Days
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	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	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 :HDFCINBBCAL (Gmfa)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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Details of the Competent Authority for MII

Name of Competent Authority	Rupak Kalita(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	
CA Approval Number	
Competent Authority Approval Date	07-06-2022
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
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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:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Item 1	2
Schedule 2	Item 2	2
Schedule 3	Item 3	2

Item 1

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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	2	240

Item 2

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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	2	240

Item 3

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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	2	240

Buyer Added Bid Specific Terms and Conditions

1. 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.

2. Scope of Supply

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

3. Generic

Wherever 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."

4. 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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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

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)
<p><u>Item 1 - Adapter spool, 10M, 7-1/16" X 9", as per API 6A.</u></p> <ul style="list-style-type: none"> • Pressure Rating: 10000 psi WP • Test Pressure: 15000 psi • Top connection: Studded Flange, 7-1/16", RTJ, BX 156 • Bottom connection: Flanged, 9", RTJ, BX 157 • Material of Adapter spool: Minimum 60 K API Forged Alloy Steel PS level: PSL 2 Performance Rating: PR 1 Mat Class: AA Temp Rating: U • Maximum height: 12 inch • Flange Dimensions: as per API6B • Requisite nos. of studs and nuts to be supplied. • Material of studs: Alloy Steel, ASTM A 193, GR B7 OR EN 19 • Material of nuts: Alloy Steel, ASTM A 194, GR 2H OR EN 19 • The adapter spool should be manufactured, tested and monogrammed as per API 6A (latest edition) • 		

<p><u>Item 2 - Adapter spool, 5M, 7-1/16" X 9", as per API 6A.</u></p> <ul style="list-style-type: none"> • Pressure Rating: 5000 psi WP • Test Pressure: 7500 psi • Top connection: Studded Flange, 7-1/16", RTJ, RX 46 • Bottom connection: Flanged, 9", RTJ, RX 50 • Material of Adapter spool: Minimum 60 K API Forged Alloy Steel <p>PS level: PSL 1 Performance Rating: PR 1 Mat Class: AA Temp Rating: U</p> <ul style="list-style-type: none"> • Maximum height: 12 inch • Flange Dimensions: as per API6B. • Requisite nos. of studs and nuts to be supplied • Material of studs: Alloy Steel, ASTM A 193, GR B7 OR EN 19 • Material of nuts: Alloy Steel, ASTM A 194, GR 2H OR EN 19 • The adapter spool should be manufactured, tested and monogrammed as per API 6A (latest edition) 		
<p><u>Item 3 - Adapter spool, 5M, 7-1/16" X 11", as per API 6A</u></p> <ul style="list-style-type: none"> • Pressure Rating: 5000 psi WP • Test Pressure: 7500 psi • Top connection: Studded Flange, 7-1/16", RTJ, RX 46 • Bottom connection: Flanged, 11", RTJ, RX 54 • Material of Adapter spool: Minimum 60 K API Forged Alloy Steel <p>PS level: PSL 1 Performance Rating: PR 1 Mat Class: AA Temp Rating: U</p> <ul style="list-style-type: none"> • Maximum Height: 12 inch • Flange Dimensions: as per API6B • Requisite nos. of studs and nuts to be supplied. • Material of studs: Alloy Steel, ASTM A 193, GR B7 OR EN 19 • Material of nuts: Alloy Steel, ASTM A 194, GR 2H OR EN 19 		

<ul style="list-style-type: none"> • The adapter spool should be manufactured, tested and monogrammed as per API 6A (latest edition) 		
<p><u>Special Notes:</u></p> <p>1. The bidder shall confirm that materials to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier, against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.</p> <p>2. The Bidder shall categorically confirm in their technical bid about compliance of all the points under technical specification and notes of the tender.</p> <p>3. The Bidder shall submit the relevant drawing and literature along with technical bid as given below: (a) Cross Sectional Drawing showing major dimensions. (b) Manufacturer's Quality Assurance Plan (QAP).</p> <p>4. Marking of the Equipment shall be as per the requirement of API-6A and it should be provided in Nameplate and/or body wherever applicable. Each item shall bear the following markings: a) API Monogram b) OIL's purchase order no. c) Equipment serial number d) Manufacturer's name e) Rated working pressure, f) PSL, PR, Temperature Class, Material class g) Year of manufacture</p>		

<p>In addition to above, followings shall be embossed/ stamped/ punched permanently on the body of each spool:</p> <ul style="list-style-type: none"> a) Manufacturer's name or Mark b) Rated working pressure & bore size c) Material of construction d) Size of Flanges & Rated Pressure e) Ring Gasket Type & No. 		
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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>
	Not applicable			

B) PRICE BREAK UP OF ITEMS WHOSE COST IS NOT TO BE INCLUDED IN "GEM PRICE SCHEDULE".

		<i>Qty</i>	<i>Unit Price (In Rs) including GST</i>	<i>Applicable GST rate</i>
	Not applicable			

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 / BID REJECTION CRITERIA (BEC/ BRC)

BID REJECTION CRITERIA (BRC):

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

A. BRC -TECHNICAL:

Bidder must meet the following criteria failing which the bid shall be rejected.

1.0 Qualification Criteria

1.1 The bidder should be an Original Equipment manufacturer (OEM) of the tendered item/ equipment or a sole selling agent/ authorized distributor / authorized dealer /authorized supply house/ wholly owned subsidiary company of an Original Equipment Manufacturer (OEM) of the tendered item / equipment.

1.2 The original equipment manufacturer (OEM) of the tender item / equipment must be having valid relevant API certificates holding continuously for last 05 years from original bid closing date of this tender. Copies of relevant API certificates of the OEM shall be submitted accordingly along with the technical bid for verification.

1.3 Original Equipment Manufacturers who have successfully supplied the tendered item to Oil India Limited in the past and whose past performance has been satisfactory would be considered as established source of supply and hence need not satisfy Clause 1.2, above. In this regard, it should be mentioned in the technical bid that the OEM has supplied to OIL earlier and the relevant PO number should be provided. Moreover, the OEM should also have a valid relevant API certificate at the time of submission of Technical bid and copy of relevant API certificate should be submitted along with technical bid.

1.4 The bidder shall categorically submit an undertaking in the technical bid that the OEM will ensure to keep the relevant API certificate, valid continuously till completion of supply of the entire purchase order quantity, and agree that OIL reserves the right to terminate the order forthwith

without thereby incurring any liability to the supplier, in case the relevant API certificate becomes invalid during the execution of purchase order.

1.5 NOTE TO BIDDERS REGARDING RELEVANT API CERTIFICATION / LICENSE VIDE CLAUSE NO 1.2, 1.3 AND 1.4 ABOVE, Relevant API certificate means "API 6A certificate"

1.6 In case the bidder is quoting as agent/ distributor/ dealer/ supply house/wholly owned subsidiary company, the bidder should submit valid authorization certificate/letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidders' status as their authorized agent/ distributor/ dealer/ supply house/wholly owned subsidiary company (as the case may be) to sell their products with proper warranty and guarantee back up. Such authorisation certificate/letter shall be valid for the entire period of execution of the order.

1.7 NOTES TO BIDDER REGARDING AUTHORISATION

1.7.1 Authorization letter must be issued on the official letter head only of the OEM clearly mentioning the status of Bidder i.e., whether sole selling agent / authorised distributor / authorised dealer / authorised supply house of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway. Such certificates/ authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such as the bid shall be rejected without any further reference.

1.7.2 Authorization letter issued by the OEM in any other form such as Direct Chanel Partner / Indirect Chanel Partner/ Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.

1.7.3 In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/ guarantee back-up, the bidder shall also upload/ submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.

2.0 Experience Criteria

2.1 IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM): The bidder must fulfil the following requirements.

2.1.1 The bidder (OEM) should have supply experience of successfully executed at least 50% tendered quantity (rounded off to next higher integer) (of each of tendered item of same or higher capacity and same or higher working pressure and same or higher sizes) or (of similar item), to any E&P

companies/Oil & Gas Companies or service provider to E&P Companies 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).

2.2 IN CASE THE BIDDER IS A SOLE SELLING AGENT / AUTHORISED DISTRIBUTOR / AUTHORISED DEALER / AUTHORISED SUPPLY HOUSE OF OEM: The bidder must fulfil the following requirements.

2.2.1 The bidder's OEM (the Principal) should have supply experience of successfully executed at least 50% tendered quantity (rounded off to next higher integer) of each of tendered similar item, to any E&P companies/Oil & Gas Companies or service provider to E&P Companies 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).

2.2.2 Additionally, the bidder himself as sole selling agent/ distributor/ dealer/ supply house should have supply experience of successfully executed at least 50% tendered quantity (rounded off to next higher integer) of each of tendered similar item, to any E&P companies/Oil & Gas Companies or service provider to E&P Companies during last 5 (five) years as on original bid closing date of the tender, either from same OEM (the principal) or from any other OEM.

2.3 NOTES TO BIDDER REGARDING EXPERIENCE CRITERIA VIDE CLAUSE NO 2.1.1, 2.2.1 AND 2.2.2 ABOVE.

2.3.1 Regarding clause no 2.1.1, 2.2.1 and 2.2.2 above, **"Similar item" means "any well completion spool of same or higher capacity and same or higher working pressure and same or higher sizes"**

2.3.2 The bidder shall submit details previous supply of the bidder and the principal, as and where applicable vide para 2.1.1, 2.2.1 and 2.2.2 above, in a tabular format with the following details:

- i) SL NO
- ii) Client/ Customer Name and Address / E-mail address
- iii) Order No / Contract No.
- iv) Date of order
- v) Technical specifications
- vi) Quantity supplied
- vii) Completion date
- viii) Ref no of supporting document (copy to be enclosed)*
- ix) Page no & e tender file name, where the referred supporting document is available

* Supporting documents to be enclosed in support of the supply experience are as follows,

- (a) Copy(ies) of Purchase Order(s) / Contract document(s), and
- (b) Any of the following documents that confirms the successful execution of the order(s)-
 - Performance report from the clients,
 - Bill of lading,
 - Delivery challan / invoice etc.
 - Any other documentary evidence that can substantiate the successful execution of each of the Purchase Orders cited above.

2.3.3 For the purpose of above clauses 2.1.1, 2.2.1 & 2.2.2, the dates of Purchase Order(s)/Contract(s) need not be within 5 years preceding the original bid closing date of this tender, but execution of supply should be within 5 years preceding the original bid closing date of this tender.

2.3.4 Satisfactory supply / completion / installation report should be issued on client's letterhead with signature and stamp.

2.3.5 Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.

2.3.6 The bidder who fulfils relevant experience criteria as 'per clause 2.1.1, 2.2.1 & 2.2.2 vide execution of past orders for Oil India Limited, and their performances are found suitable, need not submit all credentials of past supply experience. For consideration of the above, the bidder has to provide a list of OIL's past purchase orders, with quantity supplied & specifications, which have been received at OIL and found suitable. It may be noted that fulfilment of required quantity for experience criteria clause no 2.1.1, 2.2.1 & 2.2.2 is a must, and only quantity received by OIL & found suitable will be considered for the purpose stated above.

2.3.7 Documents in any language other than English should be got translated in English and the copy of the original version English translation should be got verified from any one of the following:

- i) Official of Indian Embassy / High Commission / Consulate General situated in the country where language has been translated.
- ii) Official of Embassy / High Commission / Consulate General of the country where language has been translated, in India.

2.3.8 The service provider to an E&P company shall mean a company, who has procured the item shown in the experience credential submitted and has provided service by utilizing the equipment by himself to an E&P company or has installed & commissioned the item by himself in oilfield of an E&P company.

2.3.9 In case experience credential is submitted for past supply to a service provider to an Exploration & production (E&P) company, a declaration from the service provider is required to be submitted stating the name and address of the E&P company for which the item mentioned in the experience

credential has been utilized for providing the service or has been installed & commissioned in oilfield of the E&P Company.

2.4.0 E&P company means Exploration & production company who is engaged in exploration & production of hydrocarbon (crude oil & natural gas).

B. BRC -FINANCIAL:

- 1.0 **Annual Turnover** - The bidder shall have annual financial turnover of minimum **INR 11.38 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.

B. COMMERCIAL CHECKLIST:

<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
2.1	If quoted as OEM Dealer / Supply House. (a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	Yes / No
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
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?	

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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 month 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 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.

In case of tenders for Iron & Steel products as per DMI & SP policy, only the eligible bidders meeting the requisite criteria as per the DMI & SP policy shall be considered for further technical evaluation. Availing the benefit of Purchase Preference and awarding of eligible tendered quantity after price matching shall be considered based on Bidder's declaration of availing of PP-LC or MSME policy only.

4.0 OIL's Reference No. PR = 1627966

5.0 The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment/ dispatch or 12 months from the date of receipt of the items, 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.

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

Performance Security: Performance Security @ 3.0 % of PO value shall be submitted after receipt of PO. Validity of the performance security shall be 03 (three) months beyond the PO warranty period.

Additional Performance Security for PP-LC policy benefit: In Case the bidder seeks benefits as per PP-LC policy and the PO is awarded based on PP-LC policy benefit, then the bidder shall have to submit additional Bank Guarantee (format enclosed as PROFORMA-XIV) equivalent to 10 % of Total PO value towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

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/Frinking 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.

8.15 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (3% of annualized contract value valid for three months beyond entire execution period).

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.

10.0 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.

11.0 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.

12.0 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):

12.1 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.

12.2 Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.

12.3 Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

(I) WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY:

A)	To concerned finance official of Oil India Limited	<ul style="list-style-type: none"> i) Bill in original + one copy. ii) Copy of the C-Note/RR. iii) Copy of Mill Inspection Certificate, if any. iv) Copy of Third-Party Inspection Certificate, if any. v) Copy of Delivery Challan. vi) TPI Declaration as per Proforma C enclosed. (Original). vii) Copy of Tax Invoice. viii) Copy of packing list. ix) Documentary evidence of payment of Customs Duty, if any.
B)	To concerned Receiving section official of Oil India Limited	<ul style="list-style-type: none"> i) Clear Consignee copy of RR/C-Note-Original+1 copy. ii) Copy of Tax Invoice. iii) Delivery Challan (Original). iv) Packing list (Original). v) Mill inspection certificate, if any (Original).

		vi) Third Party Inspection certificate, if any (Original). vii) TPI Declaration as per Proforma C Enclosed-One Copy. viii) Warranty Certificate (Original).
C)	To concerned Purchase section official of Oil India Limited	One set consisting copies of all the documents as mentioned in (B) above.

Note: Where payment term is after receipt and acceptance of materials, the complete

set of documents meant for Chief General Manager (A/P) as indicated in para 29.3 (I) (A) should be submitted to Dy. General Manager Materials (Receiving).

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 **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the bidder) for the last 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/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s(mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office 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.

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

PROFORMA-C

Declaration Certificate

By

**Third Party Inspector
(OIL Approved wherever TPI inspection is required)**

This is to certify that following material and quantity offered to us for inspection
by
M/s..... has been inspected by
us
as per scope of inspection mentioned in purchase order no.....
Dated
..... of OIL INDIA LTD and cleared by us for despatch to the
Purchaser.

Material:
Quantity Passed:
Certificate No.:
Issued by us.

Signature of Third Party
Seal

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____

Dated _____

To,
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy _____ (linked with _____ Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it

is discharged by OIL in writing. This guarantee shall not be determined, discharged or

affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any

of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and

all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. in figures) _____ (Indian Rupees) (in words) _____) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

(Signature)
Full name and official address
(in legible letters)
Stamp

Attorney as per power of
Attorney No._____
Dated _____

