

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	31-08-2022 11:00:00
<b>Bid Opening Date/Time</b>	31-08-2022 11:30:00
<b>Bid Offer Validity (From End Date)</b>	55 (Days)
<b>Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name</b>	Oil India Limited
<b>Organisation Name</b>	Oil India Limited
<b>Office Name</b>	Oil India Limited
<b>Total Quantity</b>	1
<b>Item Category</b>	solid oxide fuel cell (Q3)
<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>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<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>	Total value wise evaluation

### EMD Detail

Required	No
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**ePBG Detail**

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	22

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

**Beneficiary:**

GMFA

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

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
17-08-2022 09:00:00	Pre-bid conference shall be conducted through video conference. Oil India Ltd, Duliajan, Assam-786602

**Solid Oxide Fuel Cell ( 1 pieces )**

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

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Installation Commissioning and Testing (ICT) details for the above item:**

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	1%
Number of days allowed for ICT after site readiness communication to seller	60 Days

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	1	126

**Buyer added Bid Specific Additional Scope of Work**

S.No.	Document Title	Description	Applicable i.r.o. Items
1	scope <a href="#">View</a>	scope	Solid Oxide Fuel Cell(1)

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

## Buyer Added Bid Specific 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) : Supply Installation Testing and Commissioning of Goods

### 3. Generic

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

### 4. Generic

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."

## 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---

**AA) TECHNICAL SPECIFICATIONS**

DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation / Not Applicable)  Relevant Location of their Bid to support the remarks / compliance  (Reference of Document name / Serial number / Page number of bid for documentary evidence)
<p><b><u>PREAMBLE</u></b></p> <p>Makum Oil Collecting station is located approximately 50 KM from the Dibrugarh Airport and around 10 KM from the Tinsukia Railway Station. Makum OCS is equipped with various facilities such as Horizontal and Vertical Separators, Fired Vessels, Crude Oil Storage Tanks with various instruments to monitor process parameters such as Pressure, Temperature, Level, Flow around the clock. All the parameters are monitored in Process Monitoring and Control System of MAKUM OCS.</p> <p><b><u>SCOPE OF SUPPLY:</u></b></p> <p><b><u>Item 1 - SUPPLY, INSTALLATION &amp; COMMISSIONING OF SOLID OXIDE FUEL CELL FOR GENERATION OF 4.5 kW POWER AT MAKUM OCS, QUANTITY = 1 No.</u></b></p> <p>1.0 <b><u>APPLICATION:</u></b> For power supply to Process Monitoring and Control System of MAKUM OCS, OIL INDIA LIMITED.</p> <p>2.0 <b><u>EQUIPMENT DETAILS:</u></b></p>	

SOFC: A solid oxide fuel cell (SOFC) is a highly efficient electrochemical device that converts hydrogen from hydrocarbon fuels directly into electricity. Solid Oxide Fuel Cells use dense solid oxide as electrolyte material that conduct negative oxygen ions from cathode to anode.

The Solid Oxide Fuel Cell based System shall consist of Fully Integrated and Autonomously Operable module of 4.5kW power

or

Combination of not more than 5 (Five) Fully Integrated and Autonomously Operable modules arranged together to achieve 4.5kW power.

This Fully Integrated and Autonomously Operable Solid Oxide Generation system (4.5kW) shall have following features:

- a) Fuel cell based power generation system of minimum 4.5 Kw power.
- b) The combined system shall provide 4.5 kW Single phase power through only one socket.
- c) The system shall consist of maximum 5 (Five) numbers of individual fuel cell module.
- d) The system must have provision for shutting down individual modules without interrupting the complete generation system.
- e) The System shall have a minimum 40,000 hours of operational life.
- f) The SOFC Generation System shall consist of all the required accessories to produce Electricity from supplied natural gas as energy input.

Bidder shall submit product catalogue/technical literature of the offered model/item along with the bid.

### **3.0 NATURAL GAS:**

- a) The generation system shall use Natural Gas as fuel input. The composition of the Natural Gas to be provided will be as follow:

**Natural Gas Composition at Makum OCS:** Methane 94.20%; Ethane: 3.29%; Propane: 1.12%; i-Butane: 0.34%; n-Butane: 0.31%; i-pentane: 0.14%; n-pentane: 0.08%; Hexane+:0.19%

- b) The Natural Gas supply will be provided at 10 psi pressure. The bidder shall supply pressure regulators to reduce the 10 psi pressure as per their system requirement.

### **4.0 ELECTRICAL OUTPUT**

- a) The system shall provide 4.5 Kw power with Electrical output voltage of 230 V AC, 50 Hz
- b) The power output shall be Single Phase only.

#### **5.0 DIMENSION:**

- a) The dimension of complete Fuel cell system shall be compact. The bidder shall confirm that the entire system will be fitted into a room with dimension of 14ft×12ft×12ft (Length × Breadth × Height)
- b) The weight of the complete system: Approximately 1000kg.

#### **6.0 AUTOMATIC ELECTRICAL CHANGEOVER SWITCH**

The Bidder shall provide one Automatic Changeover switch for Bumpless Transfer of power with the Fuel Cell System. The Changeover Switch specifications will be as follows:

Automatic Changeover Switch: Qty. 1 Nos.

##### **6.1 General Specifications:**

Automatic Transfer Switch(ATS) or Automatic Changeover Switch (ACS) should transfer loads from normal power source to backup power source and it must

- (a) carry current continuously,
- (b) detect power failures,
- (c) initiate/check availability of power supply at the alternate source,
- (d) transfer load to the emergency/alternate source,
- (e) sense restoration of power to the normal source, and
- (f) retransfer load to the normal source.
- (g) importantly, an ATS/ACS must be able to carry any fault currents that could reach the transfer switch location so that faults can be cleared by overcurrent protection devices designed for that purpose.
- (h) ATS / ACS must have proper LED type indications for switch position, source availability, auto/manual mode, alert condition etc.

##### **6.2 Technical specification:**

- (1) ATS / ACS shall be single phase, two pole (phase & neutral) type.
- (2) Rated current: 63A or higher (Max. 100A)
- (3) Rated voltage: 690V
- (4) Rated operational voltage 240V
- (5) Transfer time: 1 Sec
- (6) Fault level: 10kA for 1 sec
- (7) Standard Conformity: IS/IEC 60947
- (8) Ambient Temperature: 5 deg. C to 50 deg. C
- (9) Maximum RH: 98%
- (10) ATS / ACS shall be complete with sheet steel enclosure, powder coated, after surface treatment for antirust/corrosion protection.

- (11) Earth terminal shall be provided for connection to earth.
- (12) ATS/ACS should have both auto and manual modes
- (13) ATS / ACS must have proper LED type indications for switch position, source availability, auto/manual mode, alert condition etc.
- (14) Make Schneider / ABB / Siemens / L&T / Legrand / Equivalent

#### **7.0 SAFETY SYSTEM:**

- a) The system shall have a flue gas safety cut-off limit switch that monitors the flue gas temperature. The cut-off limit switch must shutdown the SOFC in case the flue gas temperature exceeds 100°C.
- b) The Temperature of Deionized Water output shall not exceed 100°C.

#### **8.0 TECHNICAL MANUAL AND CATALOGUES FOR OPERATION AND MAINTENANCE:**

- a) The Bidder shall provide technical manuals for operation and maintenance of Fuel cell system.
- b) The Bidder shall provide SOP for operation of the Fuel Cell.

#### **9.0 COMMISSIONING:**

Bidder to confirm compliance to the following:

- a) The commissioning engineer should be available at site after intimation given by OIL INDIA LIMITED for commissioning.
- b) OIL will give intimation for Installation & Commissioning within 30 days of receipt of all the materials in Duliajan, Assam.
- c) The commissioning of the entire system must be completed within 60 days from the date of intimation given by OIL for commissioning.
- d) The equipment shall be considered commissioned only after 72 hours of continuous successful operation at site.
- e) The bidder shall arrange the Electrical Power required during startup of the SOFC Generation System during commissioning.
- f) The bidder shall provide training on operation and maintenance of Solid Oxide Fuel cell system during commissioning.
- g) The bidder shall arrange all other things required for commissioning of fuel cell.

#### **10.0 GUARANTEE / WARRANTY:**

- a) The equipment will be guaranteed for a period of 18 (eighteen) months from the date of receipt of the material at OIL's depot or 12(twelve) months from the date of commissioning whichever is earlier.



### **11.0 RECOMMENDED SPARES :**

- a) The bidder shall furnish a list of spares & components that will be required for regular operation and maintenance, overhauling etc. throughout the life of the equipment complete with price (in price bid only) of each item. Annual consumption of each spare should be furnished. **THE PRICE QUOTED FOR RECOMMENDED SPARES WILL NOT BE TAKEN IN TO ACCOUNT FOR BID EVALUTION AND THE PRICES MUST BE MENTIONED ONLY IN THE PRICE BID SEPARATELY AS ATTACHMENT.**
- b) The bidders must submit a written undertaking (along with the bid) that they would be able to supply all the requisite spares and consumables (including bought out items) for a minimum period of 10 (ten) years from the Certified date of completion/ successful field commissioning of the SOFC Generation System.

### **12.0 SCOPE OF OIL INDIA LIMITED :**

- a) All civil & foundation work as per requirement.
- b) Natural Gas supply at 10 Psi Pressure.
- c) Supply of Electrical cables.
- d) Cable laying from SOFC generation system to Process Monitoring and Control System of MAKUM OCS.

### **13.0 BOM:**

The supplier shall supply the following items:

Item	Quantity
Solid Oxide Fuel Cell Generation System of 4.5kW along with all accessories.	1 No
Automatic Electrical Changeover Switch	1 No
Any other items required for commissioning of SOFC	1 Set

### **BB: PRE-BID CONFERENCE:**

- a) **A Pre-Bid Conference is scheduled to be held at Oil India Limited, Duliajan, Assam-786602 tentatively on 17.08.2022** to explain the requirements of OIL in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender.

Pre-bid conference shall be conducted through video conference. Bidders interested to attend the pre-bid conference as above must send their confirmation to: **Mr. Tuhin Roy, Chief Manager Materials (FD), Oil India Limited, P.O. Duliajan-786602, ASSAM, E-mail: [tuhin\\_roy@oilindia.in](mailto:tuhin_roy@oilindia.in)** at least 2 (Two) days prior to the date of pre-bid conference.

**The link to video conference shall be shared with those bidders only who send their confirmation for participation at least 2 (Two) days prior to the date of pre-bid conference**

- b) **The prospective bidders may submit their queries, if envisaged against the tender conditions any, through e-mail to the above-mentioned e-mail id at least 2 (Two) days prior to the date of pre-bid conference.** OIL expects that the Bidders should comply to the tender conditions in toto. However, clarifications/exceptions/deviations, if required any, should be brought out by the bidders prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company shall communicate the changes/modifications in this regard, if agreed any, through an addendum to tender document in e-portal and thereafter Company shall be at liberty to reject all such non-compliant Bids.
- c) **Maximum three (3) representatives from each prospective bidder (authorized to participate in the tender), shall be allowed to participate in the pre-bid conference.** All costs associated to attend the pre-bid conference by Bidders representatives shall be borne by the interested Bidders.
- d) Details :

<b>Pre Bid Queries/ Clarifications on the Tender</b>	To submit through e-mail addressed to <a href="mailto:tuhin_roy@oilindia.in">tuhin_roy@oilindia.in</a> .
<b>Date of Pre-bid Conference</b>	<b>17.08.2022</b>
<b>Venue</b>	Oil India Ltd, Duliajan, Assam-786602
<b>Last date for receipt of Pre-bid participation confirmation:</b>	<b>16.08.2022</b>
<b>Mode of Pre-bid Conference</b>	Online
<b>Joining link</b>	Shall be provided by email on the Date of Pre-bid Conference.

<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 &amp; 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>	

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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>
	Solid Oxide Fuel Cell Generation System of 4.5kW along with all accessories.	1 No		
	Automatic Electrical Changeover Switch	1 No		
	Any other items required for commissioning of SOFC	1 Set		

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**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>
	RECOMMENDED SPARES	1 Set		

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.

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**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.1 BRC -TECHNICAL:**

**1.0 BIDDERS' QUALIFYING CRITERIA:**

1.1 The bidder shall be an Original Equipment Manufacturer (OEM) of the tendered item(s)

OR

The bidder shall be authorized agent / dealer / distributor / supply house/ authorized system house of an OEM of the tendered item(s).

Note:

a) Bidder(s) other than OEM must submit a valid Authorization letter and back-up warranty from the manufacturer. The Authorization and back-up warranty letter duly sealed & signed by the Manufacturer on their official letterhead must be submitted along with the technical bid.

b) The Sole Selling Agent/Dealer/Distributor/Supply House/ authorized system house shall categorically confirm in their technical bid that there will be no change of the proposed OEM after submission of the bid.

**2.0 BIDDERS' EXPERIENCE:**

**2.1 IN CASE THE BIDDER IS A MANUFACTURER (OEM):**

**2.1.1 OEM proposing for supply and commissioning by themselves:** The bidder must have experience of successfully executing (either by themselves or through any sole selling agent/ dealer/ distributor/ supply house/authorized system house) at least one (1) order for Supply & Commissioning of one (1) nos. of 1 kW(Minimum) Solid Oxide Fuel Cell Based Generation System during last Five (5) years preceding to the original bid closing date of the tender.

Note: Documentary evidences in this regard must be submitted along with the technical bid as per Para 2.3

**2.1.2 OEM proposing for supply by themselves and Commissioning by their authorized service provider/ distributor/ sole selling agent/ supply house/authorized system house:**

A) The bidder must have experience of successfully supplying (either by themselves or through any sole selling agent/ dealer/ distributor/ supply house/ authorized system house) at least one (1) order for Supply of one (1) nos. of 1 kW(Minimum) Solid Oxide Fuel Cell Based Generation System during last Five (5) years preceding to the original bid closing date of the tender.

AND

B) The bidder's authorized service provider/ distributor / sole selling agent/ supply house/ authorized system house must have experience of successfully Installing & commissioning at least one (1) order/contract of one (1) nos. of 1 kW(Minimum) Solid Oxide Fuel Cell Based Generation System during last Five (5) years preceding to the original bid closing date of the tender.

Note: Documentary evidences in this regard (A, B) must be submitted along with the technical bid as per Para 2.3

**2.2 IN CASE THE BIDDER is a Sole Selling Agent/Dealer/Distributor/Supply House/Authorized system house of the Original Equipment Manufacturer (OEM):** The following criteria shall be met by the Bidder and the OEM:

A) Their proposed OEM must have experience of successfully supplying (either by themselves or through any sole selling agent/ dealer/ distributor/ supply house/ authorized system house) at least one (1) order for Supply of one (1) nos. of 1 kW(Minimum) Solid Oxide Fuel Cell Based Generation System during last Five (5) years preceding to the original bid closing date of the tender

AND

B) The bidder as a sole selling agent/ dealer/ distributor/ supply house/ authorized system house must have experience of successfully Installing & Commissioning at least one (1) order/ contract of one (1) nos. of 1 kW(Minimum) Solid Oxide Fuel Cell Based Generation System during last Five (5) years preceding to the original bid closing date of the tender.

Note: Documentary evidences in this regard (A, B) must be submitted along with the technical bid as per Para 2.3

**2.2 NOTES TO BIDDER REGARDING EXPERIENCE CRITERIA:**

2.3.1 The following documentary evidences to substantiate above experience records (2.1 and 2.2, as applicable) of the Bidder must be submitted along with the technical bid, failing which the Bid shall be treated as incomplete and rejected:

- (a) Copy of Purchase order/contract awarded by Client.
- (b) Any one or combination of the following documents that confirms the successful execution of the purchase order / contract-

True copies of Original Signed and sealed Completion report/performance certificate from the clients (on Client's/User's official letter head with signature & stamp) duly notarized by Government Notary.

OR

Any one or combination of the following documents that confirms the successful execution of the purchase order / contract –

- Completion report / performance certificate from the clients,
- Any other documentary evidence that can substantiate the successful execution of the Purchase Order / contract cited above.

2.3.2 The date of purchase order/contract need not be within Five (5) years preceding the original bid closing date of the Tender, but execution/ supply of required quantity must be within Five (5) years preceding the original bid closing date of this tender.

2.3.3 In case of extension to the scheduled Bid Closing date of this tender, if any, the Original Scheduled Bid Closing Date shall be considered for evaluation of Bids.

2.3.4 Against all supporting documents submitted by the bidder along with the technical bid, originals must be kept ready and to be produced for verification of OIL, if called for.

2.3.5 The purchase order/ contract must bear the purchase order number/ contract number which clearly indicate the scope of work and technical specifications of the item.

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

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

1.0 The bidder shall have an annual financial turnover from Operations equal to minimum **INR 29.26 Lakhs** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

{Annual Financial Turnover of the bidder from operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91). }

**2.0** "Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.

{ Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".}

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 (**PROFORMA - 6**) certifying that 'the balance sheet/Financial Statements for the financial year (as applicable) 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 alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. 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 A.2 (1.0) above.
- (ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2.0) above
- (iii) Corporate Guarantee (PROFORMA - 8) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- (iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

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## ANNEXURE-IV

### 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	<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
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>	

.....

**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 @ 12 % (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 = 1423892.

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



		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).

### **13.0 Restrictions on procurement from a bidder of a country which shares a land border with India.**

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

**Bidders must submit duly sealed & signed undertaking as per format provided vide, "PROFORMA - 5" along with the technical bid.**

I. 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.

Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India "for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen

percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

7. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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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.

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\_\_\_\_\_

**Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India**

(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note : This form should be returned along with offer duly signed.

\*\*\*\*\*

**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

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

\*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.

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## **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.

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.
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**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.

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Signature of Third Party  
Seal

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**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 \_\_\_\_\_

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