

Bid Document

Bid Details	
Bid End Date/Time	31-08-2022 11:00:00
Bid Opening Date/Time	31-08-2022 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	5
Item Category	Item 1 , Item 2
BOQ Title	Blow out Preventer
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 2
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).	22

(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	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):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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

(Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

3. 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	3
Schedule 2	Item 2	2

Item 1

(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

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	3	252

Item 2

(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

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	252

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

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. Purchase Preference (Centre)

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

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

provision of the Preference to Make in India clause:

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

5. 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."

6. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

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 documentar y evidence)
<p>Item no 1- 7.1/16 INCHES x 5M DOUBLE RAM TYPE BOP WITH ACCESSORIES, QTY = 3 NUMBERS</p> <p>Double RAM Type Blow out Preventer (Double Unit) as per the following minimum specifications for each unit:</p> <p>1) Hydraulically operated Double unit Ram type BOP; 7.1/16 inches (179.388 mm) vertical bore; 5,000 psi (351.60 kg/sq.cm) working pressure, flanged top and bottom.</p> <p>2) RX-46 alloy 625 lined ring groove inlay, 7.1/16" (179.388 mm) x 5M (351.60 kg/sq.cm) WP, flanged top & bottom.</p> <p>3) Four numbers, minimum, 2.1/16" (52.388 mm) x 5000 psi (351.60 kg/sq.cm.) W.P. RX-24 alloy 625 lined ring grooved open face flanged side outlets, two each beneath each set of ram in the same plain but in opposite direction and complete with RX-24 alloy 625 lined ring grooved blind flanges. (API Spec 6A-21st Edition, Product specification level -</p>	

<p>PSL 3, Temperature class - PU and Material Class - EE for H2S service for blind flanges).</p> <p>4) The BOP bonnet should be designed such that rams can be replaced easily.</p> <p>5) Designed, manufactured in accordance with the latest API 16A - 4th Edition & 6A - 21st Edition (For flanges) and internal H2S trimmed as per National Association of Corrosion Engineers (NACE) standard MR-01-75 or ISO 15156 of Material Standard for resistance to sulphide stress cracking.</p> <p>6) To be provided with manual lock cylinders complete with all accessories like four hand wheels, four universal joints, four 20 feet long extension rods and hand tools like set of required Allen keys & pair of eye bolts for changing rams, etc.</p> <p>7) The BOP should be dressed with 2.7/8" (73.025 mm) Pipe Ram in top unit & Blind Ram in bottom unit. The combined closing volume of both the rams should not exceed 05 Gallons (19.00 litres).</p> <p>8) The ram packers should be featured with self-feeding mechanism along with a large reserve of elastomer for ensuring a long-lasting seal under all conditions.</p> <p>Note: BOP Manufacturer must use their own RAM elastomers, designed and manufactured in-house (with complete control on the design, manufacturing & compound), verified as per API-16A (4th edition) and should submit certificate of compliance for the RAM elastomers along with the supply. The bidder should categorically confirm compliance of the same in the technical bid.</p> <p>OR</p> <p>Note: BOP Manufacturer must use RAM elastomers, designed and manufactured by third party specialist in accordance with the BOP manufacturer's written specification. The packing elements should be verified as per API-16A (4th edition) and the manufacturer (of the BOP) should submit certificate of compliance for the RAM elastomers along with the supply. The bidder should categorically confirm compliance of the same in the technical bid.</p> <p>9) The BOP should be installed with two (02) numbers of Lifting Shackles.</p> <p>10) The following accessories are also to be provided with each unit:</p>	
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<ul style="list-style-type: none"> i) Ram assembly set, complete, for 3.1/2" (88.9 mm) OD Drill pipe / tubing, standard H2S Trim - one (01) set (Each set consisting of two numbers). ii) Ram assembly set, complete, for 2.7/8" (73.025 mm) OD Drill pipe / tubing, standard H2S Trim - one (01) set (Each set consisting of two numbers). iii) Ram assembly set, complete, for 2.3/8" (60.325 mm) OD Drill pipe / tubing, standard H2S Trim - one (01) set (Each set consisting of two numbers). iv) Ram assembly set, complete, for 1.9" (48.26 mm) OD tubing, standard H2S Trim - one (01) set (Each set consisting of two numbers). v) Ram assembly set, complete, for CSO (blind) - one (01) set (Each set consisting of two numbers). vi) Hammer wrenches, single hexagonal, for nuts of the following stud sizes (4 nos. each): 1.3/8" & 7/8" - TOTAL 08 NUMBERS <p>11) Suitable rust preventive coatings are to be applied on the blow out preventer, metal parts and related equipment.</p> <p>12) Equipment shall be designed as per API 16 A (4th edition) to operate within temperature rating for metallic material T-0/250 and for non-metallic sealing material shall be "FAB".</p> <p>Note:</p> <ul style="list-style-type: none"> (i) For metallic material temperature rating lower than the low temperature limit and higher than the extreme temperature limit is also acceptable. (ii) For non-metallic material temperature rating lower than the low temperature limit and higher than the continuous elevated temperature limit & extreme temperature limit is also acceptable. <p>13) One inch NPT female hydraulic connections shall be provided to operate the BOP ram and shall have blind plugs for protection.</p>	
<p><u>Item No 2 - 13.5/8 INCHES x 5M DOUBLE RAM TYPE BOP WITH ACCESSORIES, QTY = 2 NUMBERS.</u></p> <p>Double RAM Type Blow out Preventer (Double Unit) as per the following minimum specifications for each unit:</p> <p>1) Hydraulically operated Double unit Ram type BOP; 13.5/8 inches (346.075 mm) vertical bore; 5,000 psi (351.60 kg/sq.cm) working pressure, flanged top and bottom.</p>	

<p>2) Bx-160 alloy 625 lined ring groove inlay, 13.5/8" (346.075 mm) x 5M (351.60 kg/sq.cm) WP, flanged top & bottom.</p> <p>3) Four numbers, minimum, 3.1/8" (79.40 mm) x 5000 psi (351.60 kg/sq.cm.) W.P. Rx-35 alloy 625 lined ring grooved open face flanged side outlets, two each beneath each set of ram in the same plain but in opposite direction and complete with Rx-35 alloy 625 lined ring grooved blind flanges. (API Spec 6A-21st Edition, Product specification level - PSL 3, Temperature class - PU and Material Class - EE for H2S service for blind flanges).</p> <p>4) The BOP bonnet should be designed such that rams can be replaced easily.</p> <p>5) Designed, manufactured in accordance with the latest API 16A- 4th Edition & 6A 21st Edition (For flanges) and internal H2S trimmed as per National Association of Corrosion Engineers (NACE) standard MR-01-75 or ISO 15156 of Material Standard for resistance to sulphide stress cracking.</p> <p>6) To be provided with manual lock cylinders complete with all accessories like four hand wheels, four universal joints, four 20 feet long extension rods and hand tools like set of required Allen keys & pair of eye bolts for changing rams, etc.</p> <p>7) The BOP should be dressed with 5" (127 mm) Pipe Ram in top unit & Blind Ram in bottom unit. The combined closing volume of both the rams should not exceed 12 Gallons (45.50 litres).</p> <p>8) The ram packers should be featured with self-feeding mechanism along with a large reserve of elastomer for ensuring a long-lasting seal under all conditions.</p> <p>Note: BOP Manufacturer must use their own RAM elastomers, designed and manufactured in-house (with complete control on the design, manufacturing & compound), verified as per API-16A (4th edition) and should submit certificate of compliance for the RAM elastomers along with the supply. The bidder should categorically confirm compliance of the same in the technical bid.</p> <p>OR</p> <p>Note: BOP Manufacturer must use RAM elastomers, designed and manufactured by third party specialist in accordance with the BOP manufacturer's written specification. The packing elements should be verified as per API-16A (4th edition) and the manufacturer (of the BOP) should submit certificate of compliance for the RAM elastomers along with the supply. The bidder should categorically confirm compliance of the same in the technical bid.</p>	
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<p>9) The BOP should be installed with two (02) numbers of Lifting Shackles.</p> <p>10) The following accessories are also to be provided with each unit:</p> <ul style="list-style-type: none"> i) Ram assembly set, complete, for 2.7/8" (73.025 mm) OD Drill pipe / tubing, standard H2S Trim - one (01) set (Each set consisting of two numbers). ii) Ram assembly set, complete, for 3.1/2" (88.9 mm) OD Drill pipe - one (01) set (Each set consisting of two numbers). iii) Ram assembly set, complete, for 4.1/2" (114.3 mm) OD Drill pipe with hardness induction on bore for pipe hang off - one (01) set (Each set consisting of two numbers). iv) Ram assembly set, complete, for 5" (127 mm) OD Drill pipe with hardness induction on bore for pipe hang off - one (01) set (Each set consisting of two numbers). v) Variable Bore Ram assembly set, having minimum range from 4.1/2" (114.30 mm) to 7" (177.8 mm) with hardness induction on bore for pipe hang off - one (01) set (Each set consisting of two numbers). <p>Note: Variable Bore Ram assembly set, having range lesser than 4.1/2" (114.30 mm) to greater than 7" (177.8 mm) will be accepted.</p> <ul style="list-style-type: none"> vi) Ram assembly set, complete, for 9.5/8" (244.5 mm) OD Casing - one (01) set (Each set consisting of two numbers). vii) Ram assembly set, complete, for CSO (blind) - one (01) set (Each set consisting of two numbers). viii) Hammer wrenches, single hexagonal, for following stud sizes (4 nos. each): 1" (25.4 mm) or 1.1/8"(28.575 mm) & 1.5/8"(41.275 mm) - TOTAL 08 NUMBERS <p>11) Suitable rust preventive coatings are to be applied on the blow out preventer, metal parts and related equipment.</p> <p>12) Equipment shall be designed as per API 16 A to operate (4th edition) within temperature rating for metallic material T-0/250 and for non-metallic sealing material shall be "FAB".</p> <p>Note:</p> <ul style="list-style-type: none"> (iii) For metallic material temperature rating lower than the low temperature limit and higher than the extreme temperature limit is also acceptable. (iv) For non-metallic material temperature rating lower than the low temperature limit and higher than the continuous 	
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<p>elevated temperature limit & extreme temperature limit is also acceptable.</p> <p>13) One inch NPT female hydraulic connections shall be provided to operate the BOP ram and shall have blind plugs for protection.</p>	
<p>B. THIRD PARTY INSPECTION</p> <p>OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender.</p> <p>ALL COST TOWARDS THE ENGAGEMENT OF THIRD PARTY INSPECTION AGENCY SHALL BE BORNE BY OIL. BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER. However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.</p> <p>b) Bidder shall clearly indicate in the Technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.</p> <p>c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/ manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.</p> <p>d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.</p> <p>e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.</p>	

<p>f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.</p> <p>g) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.</p> <p>h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.</p> <p>i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.</p> <p>j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to Purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.</p> <p>k) Third party inspection of items will be carried out by any of the TPI agencies indicated below. The details of Third party inspection agency shall be provided after placement of Purchase order:</p> <p>i) M/s Lloyds. ii) M/s Bureau Veritas iii) M/s RITES iv) M/s I.R.S v) M/s DNV-GL</p> <p>l) The materials shall be despatched by the supplier only after submission of satisfactory TPI report and its acceptance. Despatch clearance shall be given by OIL thereafter.</p> <p><u>m) Scope of Third Party Inspection:</u></p> <p>i) APPLICABLE API STANDARD: API 16A (4th Edition), API 6A (21st Edition) AND API 20E.</p> <p>ii) Broad scope of third party inspection to be as under:</p> <p>a) Stage of inspection: Final stage. b) Kind of inspection: Review of documents and Visual inspection. c) Release of inspection note by inspection agency to—Oil India Limited.</p>	
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<p>iii) Review of documents to include:</p> <ul style="list-style-type: none"> a) Manufacturers QA Plan and API qualification certificate. b) General Assembly drawing. c) Production Record. d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment and NDT) e) Product Inspection report. f) Performance verification test Records as per API 16A and 6A. g) Compliance of Standard NACE MR-01-75 for H2S Services. h) Compliance of Tests as per clause 4.7 of API 16A. i) Compliance of Quality Control requirement as per clause 7 of API 16A and review of Quality Control records as per clause 7.6 of API 16A. j) Operating manual requirements as per clause 4.9 of API 16A. <p>iv) Visual inspection to include:</p> <ul style="list-style-type: none"> a) Overall Visual and Dimensional Inspection. b) Verify the material and components are brand new and recently manufactured. c) Verify that the item is in accordance with the PO specification and API monogrammed. d) Witness final testing / performance testing (pressure testing) of the BOPs as per API 16A and 6A and certification and submission of the records. e) Witness and certify Drift test as per clause 7.5.7.4, Pressure test as per clause 7.5.7.6 and Closed preventer test as per clause 7.5.7.7 (Except for 7.5.7.7.2 & 7.5.7.7.4) clause of API 16A and submission of records. 	
<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>	

GENERAL NOTES TO BIDDERS		
1	Bidder (OEM) should forward relevant Catalogue, Drawing, and Literature (in printed form only) indicating the quoted items along with the bid.	
2	Bidder (OEM) must indicate the dimensional details of the offered BOPs along with the offer.	
3	The offered BOPs should be designed, manufactured, tested and monogrammed in accordance with the latest API Specification 16A. A copy of valid API Spec 16A certificate and copies of API 16A certificates for the last 5 (Five) years (i.e. continuous without having any break in between), preceding from the original bid closing date of the manufacturing plant should be submitted along with techno - commercial bid.	
4	Bidder (OEM) should forward a list of recommended spares for five (05) years operation for the offered BOP indicating part numbers, quantity & unit price separately along with the quotation in the commercial bid and categorically confirm the same in the technical bid (price should not be mentioned in the technical bid). However, the cost of these spares will not be considered for bid evaluation purpose. The price should remain valid for at least two (02) years, bidder to confirm the same.	
5	The Bidder (OEM) must guarantee uninterrupted supply of spares and availability of service for at least 10 years with effect from delivery of the Item / product for the item / product to be supplied under the Tender / Order, if order is awarded to them by OIL.	
6	Bidder should confirm that the items shall be brand new, unused & free from any defect. In the event of an order, the items should be guaranteed against any manufacturing defect, workmanship etc. for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier. In the event any item is found defective, then it should be replaced by the supplier free of cost without any burden on Oil India Limited. Bidders must confirm the same in their offer.	
7	Purchase Order number shall be weld written on suitable place at the items. Bidders shall confirm compliance to the same while quoting.	
8	The Bidder (OEM) should indicate the dimensions and weight of the offered BOPs and accessory items, the name of the manufacturer, the country of origin and place/port of dispatch of the materials.	

9	In the event of order, the supply must include the mill test certificate as per API recommended pressure for all the items Manufacturers Record Book for the BOPs and two copies of Maintenance, Operation, Service and Parts Manual for BOPs. Bidder should categorically confirm while quoting.	
10	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.	
11	Bidder (OEM) to sign and submit completely filled up Technical Check List and Technical Evaluation Matrix for Technical specification.	
12	In case the Original Equipment Manufacturers (OEM) authorizes their approved distributor / authorized agent / sole selling agent to submit the bid, then the offer should be accompanied with relevant authorization certificate of the OEM without which the offer will be rejected. Moreover, the OEM should confirm that the responsibilities for warranty and supply of spares, as mentioned elsewhere in the tender, shall lie on them.	
12.1	The Original Equipment Manufacturers (OEM) can authorize only one distributor / authorized agent / sole selling agent to submit the bid.	
12.2	In case the Original Equipment Manufacturers (OEM) authorizes more than one distributor / authorized agent / sole selling agent to submit the bid, all the offers received from his approved distributors / authorized agents / sole selling agents will be rejected.	
12.3	The Original Equipment Manufacturers (OEM) and the authorized distributor / authorized agent / sole selling agent of the same OEM, both cannot participate in this tender and in that case both the offers will be rejected.	

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>
Item 1	BOP	3 NOS		
Item 2	BOP	2 NOS		

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 for five (05) years operation for the offered BOP			

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.1 BRC -TECHNICAL:

1. The bidder should be an Original Equipment Manufacturer (OEM) of the offered item(s). The Manufacturer of the offered item(s) should satisfy the following along with documentary evidences, which should be enclosed along with the techno-commercial bid, without which the bids will be rejected.

2. The bidder (OEM) should have minimum 10 (ten) years continuous experience of manufacturing of 13.5/8" or greater x 5000 psi or higher pressure rating and/or 7.1/16" or greater x 5000 psi or higher pressure rating Double RAM BOP, as the case may be, conforming to API Specification 16A and 6A certification.

Note:

- 1) In case bidder quotes for item 1 and item 2 then bidder should have above manufacturing experience for both the items.
- 2) In case bidder quotes for item 1 or item 2 then bidder should have above manufacturing experience for relevant item.

The bidder in support of manufacturing experience shall submit copies of purchase order placed **on the quoted manufacturing plant(s) for supply of 13.5/8" or greater x 5000 psi or higher pressure rating and/or 7.1/16" or greater x 5000 psi or higher pressure rating Double RAM BOP**, as the case may be, to E&P companies/ Drilling Contractors/ Drilling Service provider to Oil and Gas industry. The purchase order(s) shall be minimum ten (10) years prior to date of original bid closing of this tender.

Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Order(s) along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s) failing which the bids will be rejected:

- (i) Signed and sealed Satisfactory supply / completion report (in original letter head of the user) (OR)

- (ii) Bill of Lading (OR)
- (iii) Consignee delivery receipt / challan (OR)
- (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST (OR)
- (v) (Commercial Invoice/ Payment Invoice)

Note:

a) Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.

b) Originals of documentary evidences are to be produced for verification on demand of OIL.

3. The offered BOPs should be designed, manufactured, tested and monogrammed in accordance with the latest API Specification 16A (4th Edition). A copy of valid API Spec 16A certificate and copies of API 16A certificates for the last 5 (Five) years (i.e. continuous without having any break in between), preceding from the original bid closing date **of the quoted manufacturing plant(s) should be submitted along with techno - commercial bid, without which the bids will be rejected.**

4. The bidder (OEM) should have manufactured and supplied the following quantities of BOP to Oil India Limited or any of the companies listed below during the last 5 (five) years preceding the original bid closing date of the tender.

(a) In case bidder quote for item 1 and item 2 then bidder should have manufactured and supplied minimum two number of 7 1/16" or greater X 5000 PSI or higher pressure rating double RAM BOP and one number of 13.5/8" or greater x 5000 PSI or higher pressure rating double RAM BOP respectively.

(b) In case bidder quote for item 1 only then bidder should have manufactured and supplied minimum two number of 7 1/16" or greater X 5000 PSI or higher pressure rating double RAM BOP.

(c) In case bidder quote for item 2 only then bidder should have manufactured and supplied minimum one number of 13.5/8" or greater x 5000 PSI or higher pressure rating double RAM BOP.

List of Companies:

- 1) ONGCL
- 2) Atwood Oceanic
- 3) Diamond Offshore
- 4) ENSCO
- 5) KCA Deutag Drilling
- 6) Hercules Offshore
- 7) Nabors Industries
- 8) Noble Corporation
- 9) Parker Drilling
- 10) Pioneer Energy Services

- 11) Weatherford / Precision Drilling
- 12) SAIPEM
- 13) Schlumberger
- 14) Transocean
- 15) Pride International
- 16) Global SantaFe

Note: In case of any merger / acquisition of aforesaid companies with any other company, the bidder (OEM) should clearly bring out the same and submit documentary evidence accordingly.

Documentary evidence in respect of above should be submitted in the form of copies of relevant Purchase Order(s) along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s) failing which the bids will be rejected:

- (i) Signed and sealed Satisfactory supply / completion report (in original letter head of the user) (OR)
- (ii) Bill of Lading (OR)
- (iii) Consignee delivery receipt / challan (OR)
- (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST (OR)
- (v) Commercial Invoice/ Payment Invoice

Note:

- a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.
- b) Originals of documentary evidences are to be produced for verification on demand of OIL.
- c) If the bidder (OEM) has supplied minimum two number of 7 1/16" or greater X 5000 PSI or higher pressure rating double RAM BOP and/or one number of 13.5/8" or greater x 5000 PSI or higher pressure rating double RAM BOP, as the case may be, to Oil India Limited (either by themselves or through their sole selling agents/authorized dealers/authorized distributors/supply house etc.) during the last five (05) years preceding the original bid closing date of this tender. In this situation the bidder (OEM) shall have to indicate the Purchase Order (P.O.) Number of OIL in their technical bid.

5 In case, for supplementing manufacturing and supply experience criteria, the bidder (OEM) submits Purchase Order(s) and relevant documents which is through their sole selling agent / distributor / dealer / supply house, then following additional documents are also to be submitted:

Copies of signed Purchase Order(s) / Contract agreement(s) between the bidder (OEM) and the sole selling agent / distributor / dealer / supply house

and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s) / Contract agreement(s).

- i. Bill of Lading (OR)
- ii. Commercial Invoice / Payment of Invoice of the OEM (OR)
- iii. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

6 The bidder (OEM) must keep API licenses along with authorization for API monogram valid till execution of purchase order and must confirm that the offered product will be supplied with API Monogram.

7 In case renewal process of API license is in progress at the time of bidding, the bidder (OEM) should furnish a letter from API to this effect that renewal of the license is under examination with API, but the manufacturer is authorized to manufacture the items as per API license and to use API monogram till the renewal for license is issued. The bidder (OEM) shall also submit an undertaking that delay in renewal of API certificate shall not affect the stipulated delivery schedule of the tender / purchase order.

8. Bidder (OEM) must guarantee uninterrupted supply of spares and availability of service for at least 10 years with effect from delivery of the Item / product for the item / product to be supplied under the Tender / Order, if order is awarded to them by OIL.

9. Bidder (OEM) should categorically confirm in the technical bid for dispatch of the equipment within Thirty-six (36) weeks after receipt of formal order failing which, their offer will be rejected.

(A.2) BRC - FINANCIAL:

1.0 The bidder shall have an annual financial turnover from Operations equal to minimum **INR 507.54 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.

ANNEXURE-IV

A. TECHNICAL CHECKLIST FOR 13.5/8 inches x 5 M DOUBLE RAM BOP WITH ACCESSORIES

Sl. No	DESCRIPTIONS	REMARKS
1	Whether the offered BOP is Double RAM type and Hydraulically operated with manual locking option?	YES / NO
2	Whether the offered BOP is 13.5/8" x 5 M rating having 13.5/8" x 5 M rated, flanged top and bottom?	YES / NO
3	The ring grooves of offered BOP are alloy 625 lined?	YES / NO
4	Whether the offered BOP is dressed with 5 inch Pipe Ram & Blind ram?	YES / NO
5	Whether the combined closing volume of the 5 inch Pipe Ram & Blind ram is within 12 Gallons (45.50 litres)?	YES / NO
6	Operating pressure of offered BOP?	
7	Whether the offered BOP has four side outlets of 3.1/8" (minimum) x 5000 psi working pressure?	YES / NO
8	Whether the offered BOP's side outlets are complete with blind flanges, studs & nuts and ring joint gaskets?	YES / NO
9	Whether relevant Catalogue, Drawing & Literature enclosed along with the quotation?	YES / NO
10	Whether the dimensional details of offered BOPs are indicated?	YES / NO
11	Whether copies of API spec 16A enclosed for the last five years?	YES / NO
12	Whether the list of recommended spares along with unit price for 2 years operation enclosed in the commercial bid and confirmed in the technical bid?	YES / NO
13	Whether the name of manufacturer and delivery schedule indicated?	YES / NO

TECHNICAL CHECKLIST FOR 7.1/16 inches x 5M DOUBLE RAM BOP WITH ACCESSORIES

Sl. No	DESCRIPTIONS	REMARKS
1	Whether the offered BOP is Double RAM type and Hydraulically operated with manual locking option?	YES / NO
2	Whether the offered BOP is 7.1/16" x 5 M rating having 7.1/16" x 5 M rated, flanged top and bottom?	YES / NO
3	The ring grooves of offered BOP are alloy 625 lined?	YES / NO
4	Whether the offered BOP is dressed with 2.7/8 inch Pipe Ram & Blind ram?	YES / NO
5	Whether the combined closing volume of the 2.7/8 inch Pipe Ram & Blind ram is within 05 Gallons (19.00 litres)?	YES / NO
6	Operating pressure of offered BOP?	
7	Whether the offered BOP has four side outlets of 2.1/16" x 5000 psi working pressure?	YES / NO
8	Whether the offered BOP's side outlets are complete with blind flanges, studs & nuts and ring joint gaskets?	YES / NO
9	Whether relevant Catalogue, Drawing & Literature enclosed along with the quotation?	YES / NO
10	Whether the dimensional details of offered BOPs are indicated?	YES / NO
11	Whether copies of API spec 16A enclosed for the last five years?	YES / NO

12	Whether the list of recommended spares along with unit price for 2 years operation enclosed in the commercial bid and confirmed in the technical bid?	YES / NO
13	Whether the name of manufacturer and delivery schedule indicated?	YES / NO

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 @ 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 = 1424103.

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"> 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).

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.

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.

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

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 _____

