

Bid Document

Bid Details	
Bid End Date/Time	03-06-2021 11:00:00
Bid Opening Date/Time	03-06-2021 11:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	1
Item Category	Air / Gas Permeameter
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	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
Annual Maintenance Charges Required	Yes
Time allowed for Technical Clarifications during technical evaluation	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method	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).	14

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

Beneficiary:

General Manager - Materials

Materials Department Oil India Limited, Duliajan, Assam 786602. Email : tuhin_roy@oilindia.in; Details of Beneficiary : OIL INDIA LIMITED 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 (G.c Sarma)

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.

Air / Gas Permeameter (1 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	8%
Number of days allowed for ICT after site readiness communication to seller	30 Days

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	1	180

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	scope View	scope	Air / Gas Permeameter(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 Additional Terms and Conditions

- 1.Additional Terms and conditions would also be applicable. Please [click here](#) to view the Additional Terms and conditions.
- 2.Bidder/ Supplier/ Organization/ Proprietor/ ANY of the Director(s) shall not be banned or suspended or black listed by any Government / Public Sector Undertaking / Corporate organization or convicted in any Court of Law across India or declared Bankrupt or insolvent. A self declaration certificate must be uploaded in the GeM portal under Bidders Official Letter Head.
- 3.Buyer/consignee shall have the right to inspect the supplied goods themselves AND/OR through their appointed agency at consignees own cost, at consignees site(s) after receipt and accept OR reject on proper justification any consignment of goods within a period of 30 days of receipt of consignment of goods. 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on on-line submission of bills
- 4.Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from 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 local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). All bidders 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 the bid is liable to be rejected. 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 29.5.2019. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 5.**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- 6.Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- 7.Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- 8.Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 4 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Biannually after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the

buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).

9. Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

10. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
11. **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.
12. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
13. Scope of supply includes Training: Number of employees to be trained 5 , Place for Training DULIAJAN and Duration of training 5 days.
14. The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
Applicable Concessional rate of GST : 5%
Notification No. and date : 3/2017 dated 28/06/2017
15. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
16. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid
17. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
18. Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 30 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

Additional Clause For Annual Maintenance Charges

1. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.

2. GST shall be included in the AMC Charges quoted.

3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

3.1.1 AMC charges for first year after warranty period – Percentage to be indicated- A1.

3.1.2 AMC charges for second year after warranty period – Percentage to be indicated A2.

3.1.3 AMC charges for third year after warranty period – Percentage to be indicated A3.

3.1.4 AMC charges for fourth year after warranty period – Percentage to be indicated A4.

3.1.5 AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 10% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 3% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

[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: ITEM DETAILS & QUANTITY OF ITEMS:

Item No 10. "Air/Gas Permeameter" apparatus for reservoir studies of Conventional Core plugs. Qty = 1 No.

	TECHNICAL EVALUATION MATRIX (TO BE FILLED IN BY BIDDER DULY SIGNED) This checklist must be duly filled and submitted alongwith the offer. Please ensure that all these points are covered in the offer. These will ensure that the offer from the bidder is properly evaluated. Please mark 'Yes' or 'No' and specify relevant page no. of your bid document where detail or compliance has been confirmed. <u>TECHNICAL SPECIFICATIONS:</u>		
SL/N O.	PARTICULARS	COMP LIED/ NOT COMP LIED	REM ARKS /PAG E NO. IN BID/ REFE RENC E OF DOCU MENT IN BID
1.0	SCOPE:		
	For measurement of Air/Gas absolute permeability of porous media consisting of core holder, pressure transducers, flow meters, necessary spares/accessories for direct commissioning, computer for data acquisition and data acquisition software to measure absolute permeability of core plugs with provision for both manual as well as automatic measurement. The equipment should conform to the following specifications:		
2.0	TECHNICAL FEATURES:		
2.1	<u>Core Holder:</u> RCHR series Hassler core holder to handle core plugs of Length: 1" to 4" (adjustable) Diameter: 1"(2.54cm) & 1.5"(3.81cm) Wetted material: Stainless steel		
2.2	<u>Permeability range:</u> 0.1 md to 10000 md		
2.3	<u>Pressure transducers range:</u> 0 to 150 psi Accuracy: 0.1%		

2.4	<u>Flow Meters:</u> Ranges: 0 - 50cc/min or equivalent 0 - 500cc/min or equivalent 0 - 2000cc/min or equivalent		
2.5	<u>Air pressure (upstream):</u> 150 psi (max.)		
2.6	<u>Confining pressure:</u> 0-400 psi		
2.7	<u>Power:</u> 220-230VAC, 50-60Hz		
2.8	<u>Temperature:</u> Ambient		
2.9	<u>Meter display:</u> Digital readout of Inlet pressure (Psi) and pressure of the outer face of the core plugs.		
2.10	<u>Calibration:</u> Calibration check plugs with diameter 1 inch and 1.5 inch of different ranges of permeability (in md) must be provided alongwith the equipment.		
3.0	COMPUTER SYSTEM FOR DATA ACQUISITION:		
	<u>Processor:</u> Intel core i7 or higher <u>RAM:</u> 06 GB or Higher <u>Hard Drive:</u> 500GB+ or 256 GB SSD <u>Operating System:</u> Windows 10 & Office 19 <u>DVD-ROM Drive:</u> Read & Write <u>Monitor:</u> 17" or higher LED Monitor / cabinet with internet card, USB port, serial port and parallel port. <u>Printer:</u> HP/TVS/EPSON/Equivalent make colour Laserjet Printer		
4.0	DATA ACQUISITION SOFTWARE:		
	Menu driven, preferably window-based data acquisition software must be provided to calculate the permeability and display the value on the computer monitor, thus enabling automated measurements and direct reading of air/gas permeability.		
5.0	SPARES:		
	The supplier should quote for spares for two years trouble free operation separately. (THE PRICE LIST OF SPARE PARTS SHALL NOT BE CONSIDERED FOR BID EVALUATION.)		
6.0	NOTES:		
	The offer should include detailed specification, mentioning variations, if any, in the quoted system with that of the specification given above. THE BIDDER MUST SUBMIT THE DULY FILLED REVISED TECHNICAL CHECKLIST (ANNEXURE - CC) ALONGWITH THE BID TO ENSURE PROPER EVALUATION OF THE BID.		
7.0	DOCUMENTS REQUIRED ALONG WITH SUPPLY OF THE EQUIPMENT/ITEM/UNIT:		
7.1	Manual, Drawings & other relevant Documents, part list etc. are to be provided in English language only.		

7.2	Soft and hard copy of operation, maintenance & repair manual, trouble shooting, wiring/circuit diagram, P&I diagram with each unit of intended item are to be provided by the bidder.		
7.3	<u>Certificates:</u> Warranty & guarantee certificates, Manufacturing test certificates, Performance test certificates/reports, Material test certificates are to be provided. (Wherever applicable)		
8.0	WARRANTY:		
8.1	Bidder shall warrant (in the event of order) that the product supplied will be free from all defects & faults in the material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of commissioning of the item, whichever is earlier. Bidder must confirm the same in the offered bid.		
8.2	Bidder shall replace defective parts, if any, during installation & commissioning, at their own expense. The bidder must confirm the same in their offer. This replacement shall be done within a month's time at supplier's cost only.		
8.3	In case of any defect during the warranty period, the supplier shall arrange to repair/replace the equipment through its service engineer(s) within 2 weeks from receipt of information from OIL. The defective materials, if any rejected by OIL shall be replaced by the supplier at their own expenses. The to and fro expenses of the service engineer(s) including boarding and lodging will have to be borne by the supplier.		
9.0	PRE-SHIPMENT INSPECTION:		
	Pre-shipment inspection shall be carried out by OIL's representatives at manufacturer's site. The supplier shall inform OIL at least 2 (two) months ahead for such inspection to enable OIL to send its inspectors. The supplier has to arrange for 02 (two) OIL representatives for inspection and training for a working week. OIL will bear the expenses towards traveling and accommodation etc. of the OIL's inspection team. The Inspection cum Acceptance process would include the following minimum steps/tasks but not limited to:		
9.1	Verification of all material test certificates.		
9.2	Physical verification/ inspection of all the items/ fittings/ accessories including all Parts Catalogue, Maintenance & Service Manuals together with Operational testing of the equipment. During inspection/ verification, if any faults/ defects on part(s)/ equipment(s)/ accessories have found, supplier have to replace the faulty/ defective items and rectify the same at no extra cost to OIL.		
9.3	Supplier shall have to take note of any minor modification(s) for operational requirement suggested by the inspector and comply with the same at no extra cost to OIL.		

9.4	The inspection report would be prepared at the end of the inspection and jointly signed by both the parties.		
9.5	Supplier will confirm in writing compliance of all the points raised in the inspection report.		
9.6	During the pre-dispatch inspection visit of OIL's representatives, the supplier shall arrange comprehensive training at their manufacturing plant/ works for a period of 01 (one) week on operation & maintenance, troubleshooting and working principle of the system/ item used in the unit.		
9.7	The items shall be despatched only after completion / waiver of pre-dispatch inspection.		
10.0	INSTALLATION/COMMISSIONING & TRAINING:		
10.1	The supplier will be responsible for on-site installation and commissioning of the equipment at the designated premises of Oil India Limited, Duliajan, Assam, within one month from the date of intimation given to the supplier regarding readiness of the equipment for installation at the site.		
10.2	Bidder (in the event of order) shall arrange to & fro travel including local conveyance and boarding & lodging for the OEM engineer(s) during the installation & commissioning of the equipment at the installation site of OIL.		
10.3	A group of laboratory technicians/Chemists of OIL should be trained in the operation of the software and the equipment as well as routine maintenance of the equipment at the installation site for at least 05 working days by the OEM engineer(s) just after successful installation of the equipment.		
11.0	AMC FOR THE EQUIPMENT:		
11.1	The supplier shall quote for the cost of non-comprehensive AMC for a period of 04 (four) years after expiry of warranty period. This AMC cost will be considered for Bid evaluation purpose. OIL reserves the right to enter into the AMC.		
11.2	Scope of Annual Maintenance Contract:		
11.2.1	The nature of AMC is Non-Comprehensive.		
11.2.2	The service provider shall make 02(Two) types of visit to OIL's site – I) Normal (Preventive) visit - Competent service engineer(s) from the service provider shall visit OIL's office at Duliajan at least once in 06(Six) months (yearly 02 visits) for a minimum duration of 03(Three)/04(four) days per visit for preventive and corrective maintenance of the supplied equipment. The competent engineer shall check the normal health of the system and attend problem reported by OIL. The Preventive Maintenance visits shall be mandatory and to be scheduled at any mutually convenient date during the period while the contract remain in force. II) Emergency (Breakdown) visit: For any emergency reported by OIL, the service provider shall mobilize their competent engineer to OIL's site within 15 (Fifteen) days of intimation.		

	The breakdown visit shall be made on 'as and when required' basis during the AMC period and it shall be free of cost. In case of requirement, competent engineer of service provider will assist OIL's technical personnel through online mode also.		
11.2.3	During the AMC period, any failed device shall be replaced with a new device after reporting of the failure and make the necessary configuration of the replacement device for proper operation by the service engineer. For any spares required for any repair purpose, the service engineer shall arrange the same if locally available within minimum time to bring the equipment into operation, for which the cost of spares shall be reimbursed by OIL.		
11.2.4	The competent service engineer shall execute the following jobs while attending the equipment:		
11.2.4.1	To test, align and adjust the instrument to the standard performance levels.		
11.2.4.2	To clean the equipment from dust & dirt and recondition it.		
11.2.4.3	Servicing of each and every component of the equipment		
11.2.4.4	To check and replace/repair any damaged parts such as valves, tubings, knobs etc. of the equipment.		
11.2.4.5	To calibrate all the measuring components of the equipment viz. Temperature Gauge, Pressure Gauge, Temperature Sensor, Pressure Sensor, Temperature & Pressure indicators etc. using respective Master calibrators and to provide calibration certificates for the same.		
11.2.4.6	Duration: The AMC Contract shall be in force after the completion of warranty period of the equipment. The Contract shall be for a period of 04 (four) years from commencement of the Contract i.e. after completion of mobilization. The mobilization period is 21 (Twenty One) days from the date of issue of LOA.		
11.2.4.7	Boarding / Lodging: All to & fro fares, boarding/lodging and other expenses shall be borne by the Contractor/supplier only.		
11.2.4.8	Payment Terms: Payment or AMC charges shall be made after execution of preventive maintenance visit. Payment shall be made on actual number of visits, on receipt of invoice.		
11.2.4.9	Penalty Clause: In case of breakdown maintenance, the service provider shall attend the equipment within 15 (fifteen) days of date of reporting/communication by OIL, failing which the following terms and conditions may come into effect. i) Up to 15 days: Penalty = NIL ii) More than 15 days but less than 30 days: Penalty = 2% of total AMC cost iii) More than 30 days but less than 45 days: Penalty = 10% of total AMC cost		

	iv) Beyond 45 days: Suitable action shall be taken as per OIL's standard practice.		
12.0	SPECIAL TERMS & CONDITIONS:		
i)	The equipment shall be brand new, unused and of prime quality. Bidder shall warrant (in the event of order) that the product supplied will be free from all defects & faults in the material, workmanship & manufacture and shall be in full conformity with ordered specifications.		
ii)	Equipment should be tested thoroughly before dispatch at the supplier's yard for straightway commissioning.		
iii)	Bidder must specify electrical requirement for the equipment and provide all accessories/spares for initial commissioning of the main equipment. The bidder must confirm the same in their offer.		
iv)	<p>Bidder(OEM) should forward a list of consumable spares with unit price for two years trouble free operations indicating part numbers, quantity & unit price separately 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.</p> <p>The "Recommended spare price list" shall be submitted in a sealed envelope in physical form (hard copy) to reach us on or before the Bid Closing date of the GeM Tender at following address:</p> <p>GM-MATERIALS, Materials Department, Oil India Limited, Duliajan -786602, Assam.</p> <p>The envelope should be properly marked as per Attachment – A. The Bid submitted through GeM shall be rejected without further reference, if the sealed envelope is not received strictly as above on or before the Bid Closing date of the GeM Tender.</p> <p>The sealed envelope of only the Techno commercially acceptable bidders shall be opened along with priced bid. The sealed envelope shall only contain "Recommended spare price list" or any other attachment mentioned in the tender, however they shall not be considered for bid evaluation purpose. No other price details shall be submitted in the envelope as those shall not be considered for bid evaluation.</p> <p><u>(Procedure for marking of physical envelope) -</u></p>		

	<p>1.0 The Recommended spare price list" mentioned in the tender shall be submitted in bidders own original letterhead duly signed by authorized signatory and stamped. It should be put in a sealed envelope bearing the following details on the left hand top corner:</p> <p>i) GEM Bid No. ii) Bid closing date iii) Brief Description of materials iv) Bidder's Name, official address with Phone Nos. & Email address. v) Recommended spare price list" or any other attachment (as applicable).</p> <p>The above sealed envelope should then be put in another envelope bearing the following address:</p> <p>GM-MATERIALS, Materials Department, Oil India Limited, Duliajan -786602, Assam.</p>		
v)	While evaluating the bid the cost of main equipment, accessories, installation & commissioning charges will be taken as a whole.		
vi)	Supplier (in the event of order) must provide a repair kit of the equipment free of cost and two copies of technical manuals, viz. user and maintenance manuals, schematic and circuit diagrams etc. in English. The bidder must confirm the same in their offer.		
vii)	In case the bidder takes exception to any clause of tender document not covered under BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done will be final and binding on the bidders.		
viii)	If any of the clauses in the BEC/BRC contradict with other clauses of NIT elsewhere, then the clauses in the BEC/BRC will prevail.		
ix)	<p>DELIVERY PERIOD:</p> <p>Materials must be despatched within (06) Six months from the date of placement of order by OIL.</p>		
13.0	<p>BID REJECTION CRITERIA/ BID EVALUATION CRITERIA</p> <p>GENERAL CONFORMITY:</p>		

	<p>The bids shall conform generally to the specifications and terms & conditions given in the bid document. Bids shall be liable for rejection in case the materials/ services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.</p> <p>BID REJECTION CRITERIA (BRC)</p> <p>(A) TECHNICAL:</p> <p>1.0 BIDDER'S ELIGIBILITY:</p> <p>1.1 The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s).</p> <p>OR</p> <p>1.2 The bidder should be an authorized dealer/authorized distributor /authorized supplier/wholly owned subsidiary of an Original equipment Manufacturer (OEM) of the tendered item(s).</p> <p>2.0 IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):</p> <p>The bidder must comply to the following:</p> <p>2.1 The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.</p> <p>2.2 In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.</p> <p>2.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following</p>		
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	<p>documents evidencing satisfactory execution of those Purchase Order(s), such as:</p> <ul style="list-style-type: none"> (i) Satisfactory supply / completion / installation report (OR) (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR) (iii) Consignee receipt delivery receipt (OR) (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat. (v) Any other documents which shall prove that the bidder has successfully executed such order (s). <p>Note: 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.</p> <p>3.0 IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:</p> <p>The bidder must fulfill the flowing requirements:</p> <p>3.1 The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment proceeding to the original Bid Closing date of the tender.</p> <p>3.2 Additionally, the bidder himself/ themselves should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment to various clients (other than their own subsidiaries/ sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.</p> <p>3.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:</p> <ul style="list-style-type: none"> (i) Satisfactory supply/ completion/ installation report (OR) (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR) (iii) Consignee receipt delivery receipt (OR) 		
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	<p>(iv) Central Excise Gate Pass/ Tax Invoice issued under relevant rules of Central Excise/ Vat.</p> <p>(v) Any other documents which shall prove that the bidder has successfully executed such order (s).</p> <p>Note: 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.</p> <p>3.4 The bidder shall submit valid Authorization Certificate/Letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidder's status as their authorized supplier / dealer / distributor/ wholly owned subsidiary (as the case may be) to sell their products with proper warranty and guarantee back -up. Such authorization certificate/ letter shall be valid for the entire period of execution of the order. Offers shall be rejected straightway, if such authority letter is not submitted along with the technical bid.</p> <p>NOTES TO BIDDER:</p> <p>a. Authorization letter must be issued on the official letter head of the OEM clearly mentioning the status of Bidder i.e., whether 'authorized dealer' or 'authorized distributor' or 'authorized supplier' or wholly owned subsidiary of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway.</p> <p>b. Authorization letter issued by the OEM in any other form such as Direct Channel Partner / Indirect Channel Partner/Channel Partner/ seller/ Reseller/ Sub Dealer / Sub Distributor/ Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.</p> <p>c. In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.</p>		
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	<p>4.0 Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.</p> <p>5.0 Authorization letter and warranty/ guarantee back-up as aforesaid must be issued to the bidder by the Original Equipment Manufacturer (OEM) in their official letter head only. Such certificates / authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.</p> <p>6.0 Unsolicited bids shall be straightway rejected.</p> <p>7.0 Bidder/OEM must submit an undertaking alongwith the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.</p> <p>B. BRC -FINANCIAL:</p> <p>1.0 Annual Turnover - The bidder shall have annual financial turnover of minimum INR 24.50 Lakhs during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.</p> <p>2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just proceeding to the original Bid Closing Date of the Tender.</p> <p>3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/ accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking (ref. Proforma-6) certifying that 'the balance sheet/Financial Statements for the financial year has actually not been audited so far'.</p>		
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	<p>Note:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-</p> <p>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.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>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.</p> <p>4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, then the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.</p> <p>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:</p> <p>i) Turnover of the parent/ ultimate parent/ holding company should be in line with Para 1.0 above.</p> <p>ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with Para 2.0 above.</p> <p>iii) Corporate Guarantee (as per Proforma-8) on parent / ultimate parent/ holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company</p>		
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	<p>for executing the project/ job in case the same is awarded to them.</p> <p>iv) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company.</p>		
14.0	<p>SPECIAL NOTES TO BIDDERS:</p> <p>1.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% (for indigenous bidder) will be applicable as per Govt. Policy in vogue.</p> <p>2.0 Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 2 months prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.</p> <p>3.0 Ministry of Finance under "Aatma Nirbhar Bharat Abhiyaan" to make India Self Sufficient and Self Reliant, vide notification no. 12/17/2019-PPD . dated 15.05.2020 amended clause no. 161(iv) of the GFR 2017 disallowing Global Tenders up to Rs. 200 Crore.</p> <p>3.1 Department for Promotion of Industry & Internal Trade (DPIIT) Make in India (MII) policy in applicable in the GeM tender.</p> <p>3.2 As per MII policy, local vendors shall be defined as under:</p> <p>i). 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%. They will be allowed Purchase Preference as per PP-LC policy.</p> <p>ii). 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%. But in this case Purchase Preference shall not be extended.</p> <p>iii). 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%. This vendor shall be considered as Foreign Vendor.</p>		

	<p>3.3 DETERMINATION OF LC:</p> <p>i) Goods : LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the total cost of product.</p> <p>ii) Service : LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.</p> <p>iii) EPC : LC of EPC contracts shall- be the ratio of the total cost of domestic components in the combination of goods and services to the total combined cost of goods and services.</p> <p>4.0 Verification of local content:</p> <p>a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>4.1 As per Eligibility criteria (3) of Make in India (MII) policy, in National tenders only Class 1 and Class 2 Local suppliers shall be eligible to bid. Non-local suppliers are not eligible to bid in National tenders.</p> <p>5.0 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.</p> <p>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</p>		
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	<p>price matching shall be considered based on Bidder' declaration of availing of PP-LC or MSME policy only.</p> <p>6.0 OIL's Reference No. PR = 1421861.</p> <p>7.0 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.</p> <p>8.0 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.</p> <p>9.0 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.</p> <p>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:</p> <p>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</p> <p>b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and</p> <p>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</p> <p>d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.</p> <p>However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is</p>		
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	<p>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.</p> <p>The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of Income tax Act, 1961.</p>		
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COMMERCIAL CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

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	Name, Address, Phone No & E-mail id of Bidder.	
7.1	Bank details of Bidder.	

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PROFORMA – 6

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

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

Tender No.: _____

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

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

Place :.....

Date :.....

Signature of the authorized signatory

Note: This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

PROFORMA - 7

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

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

PROFORMA – 8

PARENT/ ULTIM ATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s(mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office atherein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... forand 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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