

FORWARDING LETTER

M/s _____

Sub: TENDER NO. SDG4874P21/09 FOR PROCUREMENT OF 5 (FIVE) NUMBERS 2000 HP VFD DRILLING RIGS WITH TOP DRIVE & ACCESSORIES

Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced manufacturers through OIL’s e-procurement site for “**PROCUREMENT OF 5 (FIVE) NUMBERS 2000 HP VFD DRILLING RIGS WITH TOP DRIVE & ACCESSORIES**”. One complete set of Bid Document for above is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No	:	SDG4874P21/09 DATED 14.08.2020
Type of Bidding	:	SINGLE STAGE TWO BID SYSTEM
Tender Fee	:	NOT APPLICABLE
Bid Closing Date & Time	:	07.10.2020; 11:00 HRS.
Technical Bid Opening Date & Time	:	07.10.2020; 14:00 HRS.
Price Bid Opening Date & Time	:	To be decided later and shall be intimated separately to the technically qualifying bidders.
Bid Security Amount	:	INR 5,00,00,000.00 OR USD 10,00,000.00
Bid Security Validity	:	Upto 31.07.2021
Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal
Bid Opening Place	:	Office of CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	:	Bid should be valid for 180 days from actual bid closing date.
Original Bid Security to be submitted	:	Office of CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.

Performance Guarantee	:	Applicable @ 10% of Order value
Integrity Pact	:	To be submitted as per attached format
Contact Details	:	AMRIT L BORA, SENIOR MANAGER MATERIALS E-MAIL: mmfd1@oilindia.in PHN: 0374-2808720
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: ERP_MM@OILINDIA.IN
Bids to be addressed to	:	CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Pre Bid Queries/ Clarifications on the Tender	:	To submit through e-mail addressed to mmfd1@oilindia.in
Details of Pre-bid Conference		Date: 7 th & 8 th September' 2020 Venue: Oil India Ltd, Duliajan, Assam-786602 Last date for receipt of Pre-bid Query: 01.09.2020
LIST OF ANNEXURES APPLICABLE		
Heading		Particulars
General Terms & Conditions	:	MM/GLOBAL/E-01/2005 for E-Procurement ICB Tenders
Annexure-A	:	Tender details and various notes to bidders
Annexure-AA		Item specifications and detailed scope of work
Appendix-A-1	:	Details of restrictions on procurement from a bidder of a country which shares a land border with India
Proforma-A-1	:	Format for Undertaking towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020
Appendix-A-2	:	PPLC Policy
Proforma-A-3	:	Format of undertaking towards submission of authentic information/documents
Proforma-A-4	:	Integrity Pact
Proforma-A-5	:	Bid Security Format
Proforma-A-6	:	Performance Security Format
Annexure-B	:	Bid Evaluation & Rejection Criteria
Appendix-B-1	:	Price bid format for Indian Bidders
Appendix-B-2	:	Price bid format for Foreign Bidders
Proforma-B-4	:	Format of undertaking towards compliance to Financial Criteria
Proforma-B-5	:	Format for certificate of annual turnover & net worth
Others	:	Any other document uploaded online in OIL's E-procurement portal.

3.0 OIL now looks forward to your active participation in the Tender.

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

sd/-
(Amrit Loushon Bora)
Sr. Manager Materials (FD)
For CGM Materials (HoD)
For Resident Chief Executive

AA: ITEM DETAILS & QUANTITY OF ITEMS:

Item No.	Item Details	Quantity
10	Supply of 2000 HP VFD Drilling Rig with Top Drive & Accessories	05 Nos.
20	Assembling / Installation and Commissioning of Item No. 10	05 AU

FOR ITEM SPECIFICATIONS AND FOR DETAILED SCOPE OF WORK, ANNEXURES – AA IS TO BE REFERRED.

NOTE:

- a) **A Pre-Bid Conference is planned to be held at Oil India Limited, Duliajan, Assam-786602 on 7th & 8th September'2020** to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. Bidders interested to attend the pre-bid conference as above must contact/ communicate with Mr. A L Bora, Senior Manager Materials (FD), Oil India Limited, P.O. Duliajan-786602, ASSAM, Phone: 91-374-2808720, E-mail: mmfd1@oilindia.in well in advance regarding the venue & other related details. Pre-bid conference shall be conducted preferably through video conference; however, final decision shall be communicated nearer the time.
- b) Maximum three (3) representatives from each prospective bidder (authorized to participate in the tender), shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.
- c) The prospective bidders may submit their queries, if envisaged against the tender conditions any, through e-mail/letter to the above-mentioned address at least one week prior to the date of pre-bid conference. OIL expects that the Bidders should comply to the tender conditions in toto. However, clarifications/exceptions/deviations, if required any, should be brought out by the bidders prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company shall communicate the changes/modifications in this regard, if agreed any, through an addendum to tender document in e-portal and thereafter Company shall be at liberty to reject all such non-compliant Bids.

BB :: SPECIAL NOTES TO BIDDERS

- 1.0 ELIGIBLE BIDDERS - The bid should be from actual manufacturers as mentioned in Bid Evaluation/Rejection Criteria.
- 2.0 The bidders are advised to take note of the following terms and conditions and submit the confirmation / undertaking against each clause:
 - 2.1 The bidder shall set up a base in India to deal promptly with any technical issues arising during the normal warranty / guarantee period (as stated elsewhere in this NIT). Bidder should additionally confirm in their technical bid that they will keep their technical personnel at OIL's Headquarter Duliajan, Assam for trouble shooting & providing timely warranty/guarantee repair/replacement/maintenance services on regular basis during the normal warranty / guarantee (as stated elsewhere in this NIT) for a period of 1 year (12 months) from successful commissioning of each rig package at site.
 - 2.2 The bidder shall supply latest version of the all the software used in drilling control system / Instrumentation system / VFDs etc., available at the time of delivery / commissioning.
 - 2.3 The drilling control system software for operating the rig shall be licensed to Oil India Limited with lifetime validity and the bidder will be responsible for any update in software and the software shall be made available to Oil India Limited for end of equipment cycle.
 - 2.4 The bidder shall provide the software for structural analysis and evaluation of critical members of Mast and substructure. The software shall be capable / suitable to evaluate mast load bearing capacity and structural integrity of mast and substructure and identify the critical members.
 - 2.5 The successful bidder shall have to provide in the Kick Off meeting, schedule of activities for completing the delivery and third party inspection of rigs within the rig delivery period. The same shall be held at Oil India Limited, Duliajan within 30 days from the date of letter of award (LOA). Cost of attending such Kick Off meeting for bidder's personnel is to be borne by the successful bidder.
 - 2.6 All the offered items of Rig package shall be brand new, unused, of recent manufacture, not manufactured from recycled steel and free from any manufacturing defect. This shall be categorically stated by the bidders in their quotations.
- 3.0 GUARANTEE / WARRANTY
 - 3.1 The complete Drilling Rig package / unit shall be under guarantee / warranty by the successful bidder (Manufacturer) for a minimum period of 1 (one) year from the date of successful assembling / installation and commissioning of the complete Drilling Rig package / unit at site. This clause will be applicable unless warranty requirement is specified specifically elsewhere in the tender.
 - 3.2 OIL reserves the right to inspect, test & if necessary reject any equipment / parts after delivery at site (including incomplete manuals, catalogues, etc.) in case of any fault on the part of the supplier. It shall in no way be waived by the reason that the equipment / parts were previously inspected & passed by OIL as per Inspection Clause detailed elsewhere in the NIT.

- 3.3 To keep the unit fully operational, in case of failure of any equipment / parts during the warranty period, it is the supplier's responsibility to arrange replacement / repairing at site at their own cost including custom duty, IGST, freight, etc. within a period of maximum 3 (three) weeks from the date of notification of such failure.
- 3.4 Bidder should confirm in their technical bid that they will agree for keeping their technical personnel at OIL's Headquarter Duliajan, Assam for trouble shooting & providing timely warranty/guarantee repair/replacement/maintenance services on regular basis during the normal warranty / guarantee for a period of 1 year (12 months) from successful commissioning of each rig package at site.
- 4.0 OIL expects offers without any deviation to OIL's stipulated specifications and terms & conditions. However, any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation. Acceptance/Non-acceptance of such deviations shall be at sole discretion of OIL.
- 4.1 The word 'equivalent' appearing after any indicated make of an item / equipment / accessories implies that any other make of such item / equipment / accessories is also acceptable provided in the specification as indicated in tender is met in toto.
- 5.0 Offers shall be complete in all respects and all the items/equipment as specified in the tender must be included in the package. Offers deemed to be incomplete shall be liable for outright rejection. (Bidders may quote additional items / equipment or accessories, other than Handling Equipment & Well Control Equipment, not covered in this enquiry, if felt necessary for the completeness and efficient operation of the rig package. Cost of such items should be included in the package cost).
- 6.0 The Bidder shall categorically confirm that the compatibility of all equipment offered has been thoroughly scrutinized and verified for smooth and trouble-free operation of the entire package to avoid unwarranted hitches during commissioning.
- 7.0 Quotations shall be accompanied by detailed technical specifications, manufacturer's printed specification sheets, literature, drawings, layout drawings & catalogues as indicated in English (UK & US).
- 8.0 Bidders must specify the weight of major components indicating the major dimensions.
- 9.0 Bidders should specifically note the document submission schedule indicated elsewhere (i.e. in sections) including special documents requiring statutory clearances.
- 10.0 All equipment to be supplied with the Rig Package shall be in full conformance to and monogrammed per the respective API Specification as mentioned in the tender viz. API Spec 4F, API Spec 5L, API Spec 7-1, API Spec 7-2, API Spec 7F, API Spec 7K, API Spec 8C, API Spec 9A, API RP 500 & API RP 13E, etc.
- 11.0 All electrical equipment that are to be used in "zone 1" & "Zone 2" of hazardous area of oil mines shall be of explosion proof/ flameproof suitable for use in oilfield hazardous area, Zone-I & Zone-2, and Gas group IIA & II B of oil mines and shall conform to OMR-2017 and subsequent guidelines from DGMS.

Test reports conforming to the relevant standards of OMR-2017 from an Indian Government Laboratory or NABL accredited laboratory, IECEx accredited laboratory, or ATEX notified body, which is not a part of manufacturer's facility;

shall be submitted with the quotation as well as during the supply of the Rig Package.

In case such Test Reports are not available at the time of submitting the offer, the same shall be submitted during Pre-Dispatch Inspection. The bidder shall categorically confirm the same in their offer.

Failure to submit above test reports, dispatch clearance shall not be given.

12.0 Cables:

12.1 The power cables used for VFD Drilling motors shall be copper cables (armoured or screened) of min 2000 V grade, EPR insulated, CSP/NBR sheathed. The cables shall conform to the provisions stipulated in line with IEEE-1580 Type-P with the latest amendments.

12.2 All other electrical Cables to be used in the VFD Drilling Rigs other than the power cables used for VFD Drilling Motors shall be copper cables (armoured or screened) of min 1000 volts grade, EPR insulated, CSP/NBR sheathed. The cables shall conform to the provisions stipulated in line with IS-9968 read with the latest BHEL specifications (OR12003, OR12002 & OR12005) as the case may be.

13.0 Bidders, quoting for any bought out item(s) should undertake & comply with Guarantee / Warranty clause indicated elsewhere in this NIT.

14.0 Among others, the bidders shall categorically confirm that prices of major rig components will be submitted as per the attached price bid format. However, such prices are to be submitted along with price bid only. Indication/disclosure of such prices in the technical bid shall lead to outright rejection of the offer.

15.0 DELIVERY PERIOD: The Drilling Rig package should be supplied as per the delivery schedule mentioned under Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC) (**Annexure-B**)

16.0 The prices must be strictly submitted as per the price bid format only. The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.

17.0 Modality of placement of Letter of Award/Purchase Order to the successful L1 bidder will be as under:

- i) While a single Letter of Award will be issued for all five numbers of Drilling Rig Packages to the successful L1 bidder, separate Purchase Orders will be issued for the first lot (Two Rigs), second lot (Two Rigs) and third lot (One Rig). Delivery schedule of each lot of rigs shall be stipulated in the Letter of Award.
- ii) Purchase Order No. for the first lot (Two Rigs) will be indicated in the Letter of Award and order will be released immediately after issuance of Letter of Award. Purchase Orders for the second lot (Two Rigs) and third lot (One Rig) will be issued to the supplier at least 15 months before scheduled delivery.
- iii) Performance Bank Guarantee (PBG) shall be submitted by the successful bidder separately against each purchase order.

- iv) After submission of PBG against the first purchase order by the successful bidder, their Bid Security (EMD) shall be released after receipt of the PBG for the first purchase order along with an undertaking that "PBGs for 2nd & 3rd lots will be submitted by them within 30 days from placement of detailed purchase orders. In case of failure to submit the PBGs for 2nd & 3rd lots within allowed time, OIL at its discretion may initiate necessary penal action as deemed fit including invoking of PBG for the 1st lot."
- 17.1 If there is an inordinate delay for delivery of either first lot or second lot of drilling rig packages, OIL at its discretion may not honor the "Letter of Award" and cancel the LOA/Purchase Order without any notice to the successful bidder.
- 18.0 The commissioning of each drilling rig package shall include complete Rig up (with all equipment along with supply of commissioning spares) at identified OIL drilling site as well as supervision of rig and its equipment for its smooth operation for a period of 30 rig operating days after spudding of 1st well.
- 19.0 The supply of tendered equipment may involve assembling of various major units / components / assemblies / sub-assemblies whose OEM may be different from the manufacturer of the tendered quoted product. Hence, bidders are required to furnish following details / undertakings along with the techno-commercial bid:
 - a) Details of the manufacturer of major units / components / assemblies / sub-assemblies as detailed elsewhere in the NIT, to be sourced / manufactured for assembling of final quoted product for supply to Oil India Limited.
 - b) All such major units / components / assemblies / sub-assemblies, shall be inspected stage-wise at their respective OEM's / OES's works by Third Party Inspection agencies as detailed elsewhere in the NIT. Bidder to provide address of such OEM's / OES's works.
 - c) The bidder should confirm acceptance and availability of required testing facilities as per International Standards at the place of final assembly of the drilling rig packages for inspection by Third Party Inspection agencies and Oil India Limited as detailed elsewhere in the NIT.
- 20.0 Bidder must furnish the following undertakings from each of the Original Equipment Manufacturer(s) along with the techno-commercial bid for the listed items.
 - a) The OEM shall provide the maintenance / service / calibration facilities in India, for all the equipment to be supplied under the contract, as awarded by Oil India Limited.
 - b) The bidder shall indicate the source of their bought out items and also the names of the original equipment / materials manufacturer for the major components. The OEM shall guarantee the lifetime supply (i.e. seven years in case of electronic equipment / items and ten years in case of mechanical equipment / items) of spares for all the equipment to be supplied under the contract, as awarded by Oil India Limited.
 - c) For all the listed equipment, bidder should submit an undertaking from OEM as mentioned – "The OEM undertakes to enter into Annual Maintenance Contract for lifetime (i.e. seven years in case of electronic equipment / items and ten years in case of mechanical equipment / items) for all the equipment to be supplied under the contract, as awarded by Oil India Limited."

- d) The bidder shall quote price of operational spares for 02 years for all the major rig equipment. The bidder shall confirm that the prices quoted by them for the spares of same specifications are not more than what they charge to other customers. Order placement for such operational spares shall be at discretion of OIL

21.0 Mandatory Spares : Rigwise mandatory spares as specified in the tender are to be supplied alongwith supply of each rig. However, common mandatory spares will be supplied with the first rig to be supplied unless it is specified separately.

CC: GENERAL NOTES TO BIDDERS

1.0 a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>

b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

2.0 Office Memorandum No. F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division under Department of Expenditure of Ministry of Finance will also be applicable against the tender and thus bidder(s) must note that:

“Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or works, only if the bidder is registered with the competent authority”

For further details on above and format of certification to be submitted by the bidder, **APPENDIX-A-1** & **PROFORMA-A-1** is to be referred.

3.0 Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. A new Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished as **APPENDIX-A-2** of the tender document. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable. PP-LC Policy (including its latest modifications/amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this Tender. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable.

4.0 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA-A-3** along with their offer failing which their offer shall be liable for rejection.

- 5.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA-A-4** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

OIL's Independent External Monitors at present are as under:

SHRI RUDHRA GANGADHARAN, IAS (Retd.),
Ex-Secretary, Ministry of Agriculture
E-Mail ID: rudhra.gangadharan@gmail.com

SHRI SUTANU BEHURIA, IAS (Retd.),
E-mail ID: sutanu2911@gmail.com

SHRI JAGMOHAN GARG,
Ex-Vigilance Commissioner, CVC
E-Mail ID: jagmohan.garg@gmail.com

- 6.0 Submission of Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.

- 6.1 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.

- 6.2 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.
- 6.3 In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Bid Security/EMD/Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.

7.0 The Bid Security (EMD) as applicable must either be deposited through online payment gateway or submitted to OIL in the form of original Bank Guaranty (hard copy) on or before the scheduled Bid Closing date of the Tender. The Validity and Amount of Bid Security (EMD) must be strictly as specified in the covering letter of this bid document. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same. Format of Bid Security (Bank Guarantee) is enclosed vide **PROFORMA-A-5**

8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of Order within 30 days of receipt of LOI/notification of award. The Performance Bank Guaranty must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above. Format of Performance Security (Bank Guarantee) is enclosed vide **PROFORMA-A-6**.

Note : Since OIL intends to enter into a separate Annual Maintenance Contract for 05 years, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract.

9.0 Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

10.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to The CGM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.

- a) Original Bid Security along with two duplicate copies of Bid Security.
- b) Any other documents which have been particularly asked for in this tender for submission.

11.0 **DOCUMENT VERIFICATION CLAUSE:**

11.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

- I. M/s. RINA India Pvt. Ltd.
- II. M/s. Dr. Amin Controller Pvt. Ltd.
- III. M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)
- IV. M/s. TÜV SÜD South Asia Pvt. Ltd.
- V. M/s. IRCLASS Systems and Solutions Private Limited
- VI. M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.

- VII. M/s. TUV India Private Limited
- VIII. M/s. TÜV Rheinland (India) Pvt. Ltd.
- IX. M/s. Bureau Veritas (India) Private Limited

- 11.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- 11.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.
- 11.4 The methodology of inspection/ verification of documents will be as under:
- I. The concerned bidder will contact any of the empanelled inspection agencies for document verification against this tender. When the concerned bidder will approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL**.
 - II. Verification of documents are normally categorised as under:
 - A. General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company – last three years (minimum)

- Check Bidder's Certificate of Incorporation – Domestic Bidder.

B. Additional Documents (If applicable against the tender):

- Joint Ventures Agreements – To Double-check with JV Partners
- Consortium Agreements – To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern

C. Technical Criteria

- Experience Proof –To check Original Work Order as per BEC /criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
- To check the Execution period
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

D. Financial Criteria

- Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

Considering the time required for preparation of Financial Statements, if the last date of the 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 certifying that '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 as per format'.

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.
- To check the Line of Credit, if incorporated in the tender.

12.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time, failing which the offer shall be rejected.

- 13.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 14.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected. However bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.
- 15.0 A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
- 16.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence Nil rate of Customs Duty towards import (for foreign bidders) and concessional GST @5% (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.

Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes & Duties in India shall be to the account of Oil India Limited.

In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.

Note: Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. 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.

- 17.0 The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement.

Other terms and conditions of the tender shall be as per "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

- 18.0 Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 (and amendments issued time to time) in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. In this regard,

bidders are requested to take note of the following and to submit their offers accordingly.

a) Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit following documents for availing the benefits applicable to MSEs:

i. Udyam Registration No. with Udyam Registration certificate

OR

ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

b) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender.

19.0 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.

19.1 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

19.2 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use

new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly.

19.3 In case of loss of the certificate, OIL INDIA LIMITED is not responsible.

20.0 Bids are invited online under **SINGLE STAGE TWO BID SYSTEM**. Bidders must prepare the **TECHNO-COMMERCIAL BID (UNPRICED)** as well as the **PRICED BID** separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.

20.1 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

20.2 The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab "Notes and Attachments". Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.

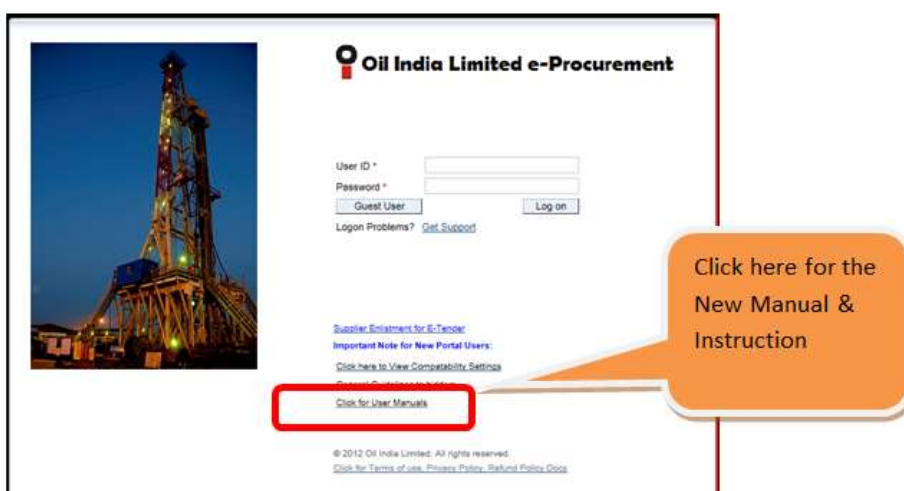
Notes and Attachments

→ Only Price Details Should Be Uploaded

Technical attachments

→ All technical bid documents except price details

Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for the above two points and also please refer "**New Vendor Manual (effective from 12.04.2017)**" available in the login Page of the OIL's E-tender Portal.



20.3 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "**TECHNO-COMMERCIAL UNPRICED BID**" should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User

- > Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFX Response-> User - > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments".

- 20.4 Priced bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.
- 20.5 For convenience of the qualified Bidders and to improve transparency, the rates/cost quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment from under "Notes & Attachment" (i.e. NO PRICE CONDITION), Bidders must upload their detailed Price-Bid as per the prescribed format under "NOTES & ATTACHMENT", in addition to filling up the "TOTAL BID VALUE" tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

21.0 **AMENDMENT OF BID DOCUMENTS:**

- 21.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of Corrigendum(s)/Addendum(s).
- 21.2 The Corrigendum(s)/ Addendum(s) will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

- 22.0 Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.

- 23.0 Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.
- 24.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
- 25.0 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.
- 26.0 Indian Bidders shall indicate the following in their offer:
- 26.1 Ex Works unit and total price as per price bid format including packing, forwarding and insurance; all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection, testing and loading on transport carrier etc.
- 26.2 The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable)
- 26.3 Built in CIF value of import (ref. 16.0 for benefits under deemed export) for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc.
- 26.4 Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading, unloading of Line Pipes/Bend at Project Site/Warehouse. The prices should be inclusive of all taxes, duties, levies etc.
- 27.0 Foreign Bidders shall indicate the following in their offer:
- 27.1 Bidders shall submit their unit & total prices on FOB – International Port of Shipment, and CIF –Port of entry, India basis as detailed out in the Price Schedule. The request for different price basis is merely to facilitate the comparison of bids and will not in any way limit the OIL's right to contract on different terms.
- 27.2 Bidder shall also quote for Ocean Freight charges (including stowage charges) upto the port of entry, India, in the price schedule. The request for separate FOB Price and Ocean Freight is merely to facilitate the comparison of bids.
- 27.3 All shipments of material and containerised cargo shall be made by suitable vessels certified for seaworthiness and complying with National/ International safety regulations and age (vintage) of the vessel being less than 25 years.
- 27.4 Seller shall inform the shipping details (Vessel details, Estimated Time of Arrival etc.) immediately on receipt of Bill of Lading. Detention & Demurrages, if any, due to early arrival of vessel, shall be to bidder's account.

- 28.0 Both Indian bidder and Foreign bidder must note that no trans-shipment en route is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL. No charges shall be payable for such transshipment and consequent handling/storage of the goods.
- 29.0 In case of placement of order, OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the party in their offer. In case the order is converted to C&F Kolkata Port, the performance security amount shall also be enhanced considering the quoted ocean freight charges.
- 29.1 Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single Window facility having office of local agent in India at Kolkata and offer 14 days free detention time of containers at discharging port.
- 30.0 In case of Indian bidders, Indian bidders are required to indicate both Ex-works as well as FOR Destination price by road. OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.
- 31.0 In case a Foreign Bidder's offer is based on certain component sourced within India, additional terms & condition specified elsewhere in the bid document shall be applicable in respect to such components.
- 32.0 Currency once quoted will not be allowed to be changed. OIL shall not be compensating for any exchange rate fluctuation.
- 33.0 In case any payment receipt of the foreign bidder against the order is subject to tax deduction at source in India, the Bidder shall quote their prices gross of Indian income tax. i.e., inclusive of Indian Income Tax at the applicable prevailing rate as per Indian Income Tax rules. Owner/Purchaser shall deduct at source the tax as applicable while making payments against each invoice for the services in India. Certificate for Tax Deducted at Source (TDS) shall be provided to the Seller.
- 34.0 **PAYMENT TERMS:** 70% payment of supply value will be released against supply of materials and balance 30% after satisfactory installation & commissioning at site along with the installation & commissioning charges after adjustment of liquidated damages, if any. Bidders must confirm acceptance of the payment term while quoting. Payment towards pre-despatch inspection and training will be released after successful completion of pre-despatch inspection and training. Payment against AMC charges shall be released against submission of Invoices on half yearly basis.
- Note:** Request for payment/part payment to third party (i.e., other than the party on whom the order has been placed) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as nonresponsive and such offers will be rejected
- 35.0 **LIQUIDATED DAMAGE:**
- 35.1 Time will be of the essence of the contract.
- 35.2 In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in

which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.

35.3 As an alternative to above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions under Clause 33.2 to invoke the Performance Security without causing any notice to the Seller to this effect.

35.4 The applicable GST on the Liquidated Damage shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.

35.5 Refer to “General Terms & Conditions” for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).

36.0 Bidder to sign and submit completely filled up Technical & Commercial check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification failing which their offer will be rejected. The check lists & matrixes will be uploaded after pre-bid conference.

37.0 **LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.

If the supporting documents for establishing the Bid Evaluation Criteria, such as duly audited Balance Sheet, Purchase Order, Inspection Release Note etc., are not in English language are not in English language, then the English translation copy of the same shall also be furnished duly certified from any one of the following:

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

In case any printed literature furnished by the bidder in another language and is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

38.0 **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

Banning Policy dated 6th January, 2017 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the

tendering process and/or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

- a) BACKING OUT BY BIDDER WITHIN BID VALIDITY
- b) BACKING OUT BY SUCCESSFUL BIDDER AFTER ISSUE OF LOA/ORDER/CONTRACT
- c) NON/POOR PERFORMANCE AND ORDER/CONTRACT EXECUTION DEFAULT

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/Award of Work.

39.0 **IMPORTANT NOTES:** Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

39.1 Bid should be submitted online in OIL's E-procurement site up to 11.00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14.00 Hrs. (IST) at the office of the Head-Materials in presence of the authorized representatives of the bidders.

39.2 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

40.0 **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

41.0 **LOCAL CONDITIONS:** It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Order. No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any

understandings or representations concerning conditions made by any of their officers prior to award of the Order. Company (OIL) shall not permit any Changes to the time schedule of the Order or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Order.

42.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts,

- (a) Neither the Supplier nor the Company (OIL) shall be liable to the other, whether in Contract/Purchase Order, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the Contract/Purchase Order, the aggregate liability of the Supplier in respect of this Contract/Purchase Order, whether under Contract/Purchase Order, in tort or otherwise, shall not exceed 100% of the Contract/Purchase Order Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Supplier, or to any obligation of the Supplier to indemnify the Company with respect to Intellectual Property Rights.
- (c) The Company shall indemnify and keep indemnified the Supplier harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

43.0 **INDEMNITY AGREEMENT :**

- 43.1 Except as provided hereof the Bidder/Supplier agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favor of the Bidder's/Supplier's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 43.2 Except as provided hereof the Company agrees to protect, defend, indemnify and hold the Bidder/Supplier harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favor of the Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 43.3 The indemnities given herein above, whether given by the Company or the Bidder/Supplier shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

- 44.0 **SUBSEQUENTLY ENACTED LAWS** : Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/the Contractor shall reimburse the Contractor/pay the Company for such additional/reduced costs actually incurred/saved by the Contractor, subject to the submission of documentary evidence by the Contractor/the Company.
- 45.0 **CONSEQUENTIAL DAMAGE**: Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.
- 46.0 **INTELLECTUAL PROPERTY**: Neither the Company nor the Bidder/Supplier nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the Contract, the Bidder/Supplier shall immediately return to the Company all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of the Company or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.
- 47.0 **SETTLEMENT OF DISPUTES:**
- 47.1 **Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):**
- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
 - b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
 - c) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

d) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- e) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- f) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- g) Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- h) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
- i) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
- (i) 20%of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- j) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

- k) In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
- l) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
- m) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
- n) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- o) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause

47.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

47.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

47.4 **Resolution of disputes through conciliation by OEC**

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through

circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

47.5 **Exclusions**

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other

person involved or connected or dealing with
bid/contract/bidder/CONTRACTOR.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

iv) Any claim which is less than Rs. 25 Lakh.

48.0 **FORCE MAJEURE:** In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the

parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

49.0 **PACKAGING:** The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration. Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per this Bidding Document. All items must have their respective identification marks painted /embossed on them.

50.0 **ROAD DESPATCH**

- a) In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.
- b) For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters Godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.
- c) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to OIL.

51.0 **SHORT SHIPMENTS:** Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.

52.0 **CLAUSES RELATED TO GST**

52.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

- (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
- (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

(c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

- 52.2 The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 52.3 Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
- 52.4 Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
- 52.5 Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the order. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
- 52.6 **When Input tax credit is available for Set Off**
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.
When Input tax credit is NOT available for Set Off
Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim

52.7 Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

52.8 In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

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

BID REJECTION CRITERIA (BRC):

(A) TECHNICAL:

A.1.1 Bid should be complete in all aspects covering entire scope of job / supply and should conform to the technical specifications indicated in the bid document, duly supported with detailed technical catalogues, literatures and detailed drawing. Incomplete and non-conforming bids will be rejected outright.

A.1.2 BIDDERS QUALIFYING CRITERIA:

The bidder must be the **Rig Manufacturer who should have supplied complete drilling rig package for onshore drilling application** subject to qualifying either one of the following criteria:

- i) The bidder should be manufacturer (OEM) of mast, substructure and crown block assembly for rig of tendered or higher capacity with valid API-4F, PSL-2 certification and should be rig package integrator and supply of complete rig, complying with clause A.1.2.1

OR

- ii) The bidder should be manufacturer of the three major rig components namely Draw-Works, Top Drive and Drilling Control System and should be rig package integrator and supply of complete rig, complying with clause A.1.2.2

The bidder of the offered rigs, should satisfy the following along with documentary evidences, which should be enclosed along with the techno-commercial bid.

A.1.2.1 MANUFACTURING AND SUPPLY EXPERIENCE IN CASE THE BIDDER IS MAST, SUBSTRUCTURE AND CROWN BLOCK ASSEMBLY MANUFACTURER:

- (A)** The bidder shall have an experience of minimum fifteen (15) years in manufacturing and supplying of Mast, Substructure and crown block assembly under API Specification 4F Certification.

Bidder should submit copies of API Spec 4F Certification with scope of licenses including Mast, Substructure and Crown Block Assembly for minimum fifteen (15) years and copies of API-4F, PSL-2 covering a period of at least 10 years, in the last twenty (20) years, preceding the original bid closing date, of this tender, along with the technical bid. The copies of API certificates shall be for the facility from which the supplies are intended to be made.

For the Quoted facility, the bidder shall have valid API Spec 4F, PSL-2 certificate on the Bid Closing Date and submit the same along with the bid. The bidder shall also submit an undertaking that the Mast, Substructure and crown block assembly shall be API-4F, PSL-2 monogrammed and the API-4F Certification shall remain valid continuously during the entire period of supply of rigs.

The bidder in support of manufacturing experience shall submit copy of contract / purchase order placed on them which shall be minimum fifteen (15) years prior to the date of original bid closing date, of this tender. The copy of contract / purchase order submitted can be for individual equipment (Mast, Substructure and crown block assembly) or for supply of rig integrated with other equipment(s) to Oil India Limited or to E&P companies / Drilling Contractors / Drilling service providers to Oil and Gas industry.

Documentary evidence in respect of the above should be submitted in the form of copies of relevant Contract(s) / Purchase Order(s) along with copies of any of the following documents in respect of satisfactory execution of each of those Contract(s) / 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.
- c) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

- (B)** The bidder should also have the experience of supplying at least five (05) numbers of complete Drilling Rigs of tendered or higher capacity after manufacturing mast, substructure & crown block assembly and integrating the Top Drive, Draw-Works, Drilling Control System; during the last ten (10) years preceding the original bid closing date, of this tender, to Oil India Limited or to E&P companies / Drilling Contractors / Drilling service providers to Oil and Gas industry.

The bidder shall submit copies of contract / Purchase Order(s) for supply of Drilling Rigs of tendered or higher capacity placed on them along with supporting documents clearly indicating the details of the rig mast and other rig components as above. Copies of sealed & signed Rig commissioning certificate from end users (in their original letter head) in respect of all the five (05) drilling rigs delivered should be submitted by the bidder.

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

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

Note:

- a) The Contract(s) / Purchase Order(s) date need not be within 10 (ten) years preceding the original bid closing date of this tender. However, the execution of supply should be within 10 (ten) years preceding original bid closing date of this tender.
- b) 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.
- c) Originals of documentary evidences are to be produced for verification on demand of OIL.
- d) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

(C) All the three equipment (i.e. Draw-Works, Top Drive and Drilling Control System) should be of same make. The bidder shall submit following documents for the manufacturing plant(s) from which the above three rig components are proposed to be sourced:

- (1) Copies of contract(s) / purchase order(s) for supply of minimum one number each of Draw-Works, Top Drive and Drilling Control System for Drilling Rigs of tendered or higher capacity by the quoted manufacturing plant(s) which shall be more than ten (10) years prior to the original bid closing date, of this tender, along with documentary evidence to Oil India Limited or to E&P companies / Drilling Contractors / Drilling service providers to Oil and Gas industry.

Documentary evidence in respect of the above should be submitted in the form of copies of relevant Contract(s) / Purchase Order(s) along with copies of any of the following documents in respect of satisfactory execution of each of those Contract(s) / 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.
- c) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

- (2) Copies of contract(s) / purchase order(s) for supply of minimum five number each of Draw-Works, Top Drive and Drilling Control System for Drilling Rigs of tendered or higher capacity by the quoted manufacturing plant(s) along with supporting documents clearly indicating the details of the rig mast and other rig components as above during the last ten (10) years preceding the original bid closing, of this tender to Oil India Limited or to E&P companies / Drilling Contractors / Drilling service providers to Oil and Gas industry.

Documentary evidence in respect of the above should be submitted in the form of copies of relevant Contract(s) / Purchase Order(s) along with copies of any of the following documents in respect of satisfactory execution of each of those Contract(s) / 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.
- c) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

(D) The copies of the contract(s) / purchase order(s) should clearly bring out the following:

- (i) The rig capacity and manufacturer details of Draw-Works, Top Drive and Drilling Control System.
- (ii) The make, model and other technical details of Draw-Works, Top Drive and Drilling Control System.

A.1.2.2 MANUFACTURING AND SUPPLY EXPERIENCE IN CASE THE BIDDER IS RIG EQUIPMENT MANUFACTURER:

- (A)** The bidder (Rig equipment manufacturer) should have experience of minimum ten (10) years in manufacturing and supplying of Draw-Works, Top Drive and Drilling Control System of same make. The bidder in support of manufacturing experience shall submit copy of contract / purchase order placed on them which shall be more than ten (10) years prior to the Original Bid Closing Date, of this tender, along with documentary evidence to Oil India Limited or to E&P companies / Drilling Contractors / Drilling service providers to Oil and Gas industry.

Documentary evidence in respect of the above should be submitted in the form of copies of relevant Contract(s) / Purchase Order(s) along with copies of any of the following documents in respect of satisfactory execution of each of those Contract(s) / 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.
- c) The copies of contract(s) / purchase order(s) submitted can be for individual equipment or for supply of Rig integrated with the above equipment(s). Example: Bidder can submit copies of contract(s) / purchase order(s) of Draw-Works, Top Drive and Drilling Control System separately in one order or along with the integrated rig.
- d) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

- (B)** The bidder (Rig equipment manufacturer) should have the experience of supplying at least five (05) numbers of complete Drilling Rigs of tendered or higher capacity after manufacturing the Draw-Works, Top Drive, Drilling Control System etc. and integrating with mast, substructure, crown block assembly and other rig equipment during the last ten (10) years preceding the original bid closing date, of this tender to Oil India Limited or to E&P companies / Drilling Contractors / Drilling service providers to Oil and Gas industry.

Documentary evidence in respect of the above should be submitted in the form of copies of relevant Contract(s) / Purchase Order(s) along with copies of any of the following documents in respect of satisfactory execution of each of those Contract(s) / 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 Contract(s) / Purchase Order(s) date need not be within 10 (ten) years preceding the original bid closing date of this tender. However, the execution of supply should be within 10 (ten) years preceding original bid closing date of this tender.
- b) 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.
- c) Originals of documentary evidences are to be produced for verification on demand of OIL.
- d) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

- (C)** The copies of the contract(s) / purchase order(s) should clearly bring out the following:
- (i) The rig capacity and manufacturer details of Draw-Works, Top Drive and Drilling Control System.
 - (ii) The make, model and other technical details of Draw-Works, Top Drive and Drilling Control System.

(D) The bidder (Rig equipment manufacturer) shall also submit following documents for the manufacturing plant from which Rig Mast, Substructure and crown block assembly is proposed to be sourced.

- (1) Copies of API Spec 4F Certification with scope of licenses including Mast, Substructure and crown block assembly for minimum fifteen (15) years and copies of API-4F, PSL-2 covering a period of at least 10 years, in the last twenty (20) years, preceding the original bid closing date, of this tender, along with the technical bid.
- (2) Valid API-4F, PSL-2 Certificate on the bid closing date.
- (3) Copy of contract / purchase order for supply of minimum one number each of Mast, Substructure and crown block assembly for Drilling Rigs of tendered or higher capacity by the quoted manufacturing plant which shall be more than fifteen (15) years prior to the original bid closing date, of this tender, along with documentary evidence to Oil India Limited or to E&P companies / Drilling Contractors / Drilling service providers to Oil and Gas industry.

Documentary evidence in respect of the above should be submitted in the form of copies of relevant Contract(s) / Purchase Order(s) along with copies of any of the following documents in respect of satisfactory execution of each of those Contract(s) / 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.
- c) Originals of documentary evidences are to be produced for verification on demand of OIL.
- d) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

- (4) Copies of Contract(s) / Purchase Order(s) for supply of minimum five (05) numbers each of Mast, Substructure and crown block assembly for Drilling Rigs of tendered or higher capacity by the quoted manufacturing plant along with supporting documents clearly indicating the technical details of the rig mast and other rig components during the last ten (10) years preceding the original bid closing date, of this tender, to Oil India Limited or to E&P companies / Drilling Contractors / Drilling service providers to Oil and Gas industry. Copies of Rig commissioning certificate from end users in respect of all the five (05) drilling rigs delivered should be submitted by the bidder.

Documentary evidence in respect of the above should be submitted in the form of copies of relevant Contract(s) / Purchase Order(s) along with copies of any of the following documents in respect of satisfactory execution of each of those Contract(s) / 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 Contract(s) / Purchase Order(s) date need not be within 10 (ten) years preceding the original bid closing date of this tender. However, the execution of supply should be within 10 (ten) years preceding original bid closing date of this tender.
 - b) 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.
 - c) Originals of documentary evidences are to be produced for verification on demand of OIL.
 - c) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
- (5) The bidder shall also submit an undertaking from the Mast, Substructure and crown block assembly manufacturer that the Mast, Substructure and crown block assembly shall be API-4F, PSL-2 monogrammed and the API 4F certification shall remain valid continuously during the entire period of supply of rigs.

A.1.2.3 Manufacturing and Supply experience for other Rig Equipment listed elsewhere in the Tender:

For those other Rig equipment (Listed elsewhere in the Tender), the bidder can either source the equipment from the specified Manufacturers, listed elsewhere in the tender, or source from any other manufacturer (including self) who satisfies the following conditions.

Manufacturers of that particular Rig Equipment should have at least ten (10) years of manufacturing experience and should have supplied minimum five (05) numbers of equipment of tendered capacity / rating or higher capacity / rating to Oil India Limited or any of the companies mentioned below during the last ten (10) years preceding the original bid closing date, of this tender.

- | | |
|--------------------------------------|-----------------------------|
| 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 should clearly bring out the same and submit documentary evidence accordingly.

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 letterhead 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 Contract(s) / Purchase Order(s) date need not be within 10 (ten) years preceding the original bid closing date of this tender. However, the execution of supply should be within 10 (ten) years preceding original bid closing date of this tender.
- b) 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.
- c) Originals of documentary evidences are to be produced for verification on demand of OIL.
- d) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

d) For any tendered Rig equipment (Listed elsewhere in the Tender) if the manufacturer has supplied minimum five (05) numbers of equipment of same capacity or higher capacity to Oil India Limited during the last ten (10) years preceding the original bid closing date, of this tender, the manufacturer will qualify for supply of the equipment. In this situation the bidder shall have to indicate the Purchase Order (P.O.) Number of OIL in their technical bid.

A.1.2.4 API Certification:

- a) Bidder should submit copies of valid API Certificates in favor of the manufacturing facilities for the quoted Rig and Equipment from where the supplies are intended to be made as detailed elsewhere in the tender.

The API authorization should be valid at the time of bidding and the bidder should submit the confirmations from each of the manufacturers wherever applicable that the API authorization shall be kept valid continuously till execution of purchase order, if any, placed against this tender.

- b) In case the API certificate(s) is / are under renewal for any one or more of the quoted manufacturing facilities, then for each of such manufacturing facilities, the bidder should furnish letter(s) from API along with unpriced bid to the effect that the renewal of certificate is under examination process with API and the manufacture is authorized to use API monogram till the renewal certificate is issued.
- c) Bidder should confirm to provide Rig and Equipment / Items as per relevant API with monogram as mentioned in specifications indicated against each equipment / item.

A.1.3 Bidder should furnish an undertaking for providing the product / service support along with uninterrupted and timely supply of spare parts for at least ten (10) years (from the date of commissioning) for the quoted model. The bidder must give details of their after sales service support / repair services that will be provided by them. For supply of major equipment and items (As mentioned elsewhere in the Tender), the bidders should indicate the source of their brought out items and clearly indicate the names of the Original Equipment Manufacturer for such brought out items.

A.1.4 Bidder should quote for all five numbers of Drilling Rig packages. Bidder not quoting for full quantities will be rejected. The bidder shall confirm that make and model of any equipment integrated in the rig shall be same for all the rigs.

A.1.5 DELIVERY PERIOD:

Time is of the essence and materials must be supplied within the stipulated delivery schedule in the event of an order. Therefore, Bids submitted by Bidders quoting delivery schedule other than the following shall be rejected.

Award type	Overseas Bidder		
	Lot reference	Delivery schedule	Date of delivery
FOB Port of Shipment	First Lot of Two Rigs	Within 15 months from the date of issue of Letter of Award (LOA)	Date of unambiguous Bill of Lading (Freight forwarder nomination time to be excluded)
	Second Lot of Two Rigs	Within 30 months from the date of issue of Letter of Award (LOA)	
	Third Lot of One Rig	Within 42 months from the date of issue of Letter of Award (LOA)	
C&F/CIF Kolkata	First Lot of Two Rigs	Within 17 months from the date of issue of Letter of Award (LOA)	IGM (Import General Manifest) Date
	Second Lot of Two Rigs	Within 32 months from the date of issue of Letter of Award (LOA)	
	Third Lot of One Rig	Within 44 months from the date of issue of Letter of Award (LOA)	

Award type	Indian Bidder		
	Lot reference	Delivery schedule	Date of delivery
FOR Despatching Station	First Lot of Two Rigs	Within 15 months from the date of issue of Letter of Award (LOA)	Date of LR/C Note
	Second Lot of Two Rigs	Within 30 months from the date of issue of Letter of Award (LOA)	
	Third Lot of One Rig	Within 42 months from the date of issue of Letter of Award (LOA)	
FOR Duliajan	First Lot of Two Rigs	Within 17 months from the date of issue of Letter of Award (LOA)	Date of Reporting at OIL Duliajan.
	Second Lot of Two Rigs	Within 32 months from the date of issue of Letter of Award (LOA)	
	Third Lot of One Rig	Within 44 months from the date of issue of Letter of Award (LOA)	

Note for Delivery Period: Bidder(s) must confirm acceptance of above delivery schedule in toto. Bidder(s) must note that partial shipment is not acceptable. Delivery will be construed as complete only after dispatch/delivery (as applicable) of all the items. Base date for computing LD will be date of delivery competition.

A.1.6 INSTALLATION, COMMISSIONING, TRAINING & AMC:

Bidder should confirm the following:

- i) To complete assembling / installation and commissioning of all rigs, equipment and accessories in India at the locations to be specified by Oil India Limited and to the satisfaction of Oil India Limited. The broad scope of Installation and Commissioning is as mentioned elsewhere in the tender. The bidders should indicate separately the cost of assembling / installation and commissioning per rig and same shall be considered for evaluation purpose.
- ii) To undertake training for operational and maintenance personnel as per the scope of work defined in the tender. The broad scope of Training is as mentioned elsewhere in the tender. The bidders should indicate separately the cost of training to OIL personnel at locations in India or abroad and same shall be considered for evaluation purpose. Bidders to submit detailed training module clearly defining the scope, location and duration of the training along with the bid, otherwise bids will be rejected outright.
- iii) To undertake AMC as per the scope of work defined in the tender. The broad scope of AMC is as mentioned elsewhere in the tender. The bidders should indicate separately the cost of AMC and same shall be considered for evaluation purpose. Bidders not quoting for AMC will be rejected outright.

(A.2) BRC - FINANCIAL:

- 1.0 The bidder shall have an annual financial turnover of minimum **US\$ 8,27,26,812.00** or **Rs. 6,23,92,56,100.00** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.
- 2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just proceeding to the original Bid Closing Date of the Tender **(i.e., Year 2019-20)**.
- 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-B-3)** certifying that 'the balance sheet/Financial Statements for the financial year 2019-20 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-B-4**.
 - 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\$.

(A.3) BRC – COMMERCIAL:

Commercial Bid Rejection Criteria will be as per Section D of General Terms & Conditions of Global Tender (MM/GLOBAL/E-01/2005) with following Special Bid Rejection Criteria.

- 1.0 Bids are invited online under **Single Stage Two Bid System**. Bidders must prepare the Techno-Commercial Bid (Unpriced) as well as the Priced Bid separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions.

Bidder not complying with above submission procedure will be rejected.

- 2.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.
- 3.0 Bids received in physical form against online invitation shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.
- 4.0 Bids containing incorrect/false/misleading statement(s) shall be rejected.
- 5.0 Validity of the bid shall be **180 days** from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.
- 6.0 Bid Security (EMD) as applicable must either be deposited through online payment gateway or submitted to OIL in the form of original Bank Guaranty (hard copy) on or before the scheduled Bid Closing date & time of the Tender. The Validity and Amount of Bid Security (EMD) must be strictly as specified in the covering letter of this bid document. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same.
- 6.1 For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
- 7.0 Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed the supplies for a period of twelve (12) months from the date of successful commissioning; against any defects arising from faulty materials, workmanship or design. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier (on DDP Duliajan terms) at the supplier's expenses at no extra cost to OIL.

- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of Order within 30 days of receipt of LOA/notification of award. The Performance Bank Guaranty must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.
- 9.0 Online Bid must be uploaded together with the Integrity Pact and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 10.0 All the tendered items shall be procured from a single source. Bidders must submit their offer for all the tendered items & quantity. Evaluation of offers shall be based on total value of all the tendered items & quantity. Offers received for part items or quantity shall be rejected straightaway. Hence, bidders are requested to quote accordingly.
- 11.0 Bidders are required to submit their price bids strictly as per the formats provided in **APPENDIX – B-1 (for indigenous bidders)** and **APPENDIX – B-2 (for foreign bidders)**.
- 12.0 Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:
- i) Liquidated Damages
 - ii) Warranty/Guarantee of material
 - iii) Arbitration / Resolution of Dispute
 - iv) Force Majeure
 - v) Applicable Laws
- 13.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:
- a) Validity of bid shorter than the validity indicated in the Tender.
 - b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
 - c) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

BID EVALUATION CRITERIA:

The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per General Terms and Conditions for Global Tender and the Bid Evaluation Criteria given below:

- 1.0 Bidders must submit prices as indicated in the price bid format provided in APPENDIX-B1 & B2.

- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.

Note: 1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

2) For enquiries with duty exemption benefit –

- a) The items covered under this enquiry shall be used by OIL in the PEL/ML areas and hence, applicable customs duty for import of goods shall be zero in case of Foreign Bidders. However, IGST @5% shall be applicable for imports.
- b) Indigenous bidder shall be eligible for concessional rate of GST @5% against Essentiality Certificate. Deemed Export Benefit shall be applicable to Indigenous offers with import content as notified by DGFT vide Notification No. 2015-2020 dated 05.12.2017 for Foreign Trade Policy and as amended time to time.

4.1 When only foreign bidders are involved:

The total value of (L) will be compared for evaluation.

- A)** Total cost of Rigs:
- B)** Total cost of commissioning & mandatory spares (rigwise+common):
- C)** Total basic Material Value (A+B)
- D)** Total TPI & FOB Charges
- E)** Total FOB Value (C+D):
- F)** Total Overseas freight up to Kolkata
- G)** Banking & Insurance charges
- H)** Total CIF Value (E+F+G)
- I)** IGST @ 5% against EC
- J)** Total PDI/Installation/commissioning/Training/AMC charges
- K)** Total cost of 2 years operational spares
- L)** Total (H+I+J+K)

NOTE: *Banking charge in the country of the foreign bidder shall be borne by the bidder. Banking charge 1% for payment through Letter of Credit/Sight Draft/Any other payment mode. And 1.5 % if confirmed LC at buyer's account is required.

4.2 When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response:

The total value of (L) will be compared for evaluation.

- A)** Total cost of Rigs:
- B)** Total cost of commissioning & mandatory spares (rigwise+common):
- C)** Total basic Material Value (A+B)
- D)** Total TPI & packing/forwarding Charges
- E)** Total Ex-works Value (C+D):
- F)** GST@5% against EC
- G)** FOR Despatching station value (E+F)
- H)** Total freight & insurance charges upto Duliajan
- I)** Total FOR Duliajan Value (G+H)
- J)** Total PDI/Installation/commissioning/Training/AMC charges
- K)** Total cost of 2 years operational spares
- L)** Total (I+J+K)

4.3 When both foreign and domestic bidders are involved:

Total value (L) of 4.1 for foreign bidder will be compared with Total value of (L) of 4.2 (after removal of H i.e. freight & insurance) for domestic bidder.

Note: If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

- 5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

***** **END OF ANNEXURE – B** *****

APPENDIX – A -1

RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

- 1.0 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 -A-1”** 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 county 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 of 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. 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 -A-1

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. SDG4874P21/09 Dated 14.08.2020

OIL INDIA LIMITED
MATERIALS DEPARTMENT
DULIAJAN, ASSAM, INDIA

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder or 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.

Format of undertaking by Bidders towards submission of authentic information/documents
(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. SDG4874P21/09 Dated 14.08.2020

To,
The HOD-Materials
Materials Deptt,
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

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)

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as
"The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Tender No. SDG4874P21/09 DATED 14.08.2020**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if

there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less

damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and

demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Sd-

(A L BORA)

Sr. Manager Materials (FD)

.....

For the Principal

.....

For the Bidder/Contractor

Witness 1:

Witness 2:

Place. Duliajan

Date . 14.08.2020

BID SECURITY FORM

TO,
OIL INDIA LIMITED
P. O. - DULIAJAN - 786 602
ASSAM, INDIA

Whereas (herein after called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Purchaser)'s tender No..... for the supply of (hereinafter called 'the Bid') KNOW ALL MEN by these presents

That weof having our registered office at (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank thisday of

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder,
or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to accept the order; or
 - b) fails or refuses to furnish the performance securityor
3. If the Bidder furnishes fraudulent document/information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/cable) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____ (*Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature& Seal of the Bank

PERFORMANCE SECURITY FORM

TO,
OIL INDIA LIMITED,
DULIAJAN - 786 602
ASSAM, INDIA

WHEREAS.....
(Name of the Seller)
(herein after called 'the Seller') has undertaken, in pursuance of Order No.....
.....dated...../...../..... to supply.....
.....(description of Goods and
Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee:

THEREFORE, we hereby affirm that we are Guarantors on responsible to you, on behalf of the seller, upto a total of..... (Amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of.....
.....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the guarantors

Date

.....
Witness

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: Please note that any declaration having date after the **Bid closing Date** will not be considered and will be rejected. 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.

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.