

CORRIGENDUM
ADDENDUM No.03 Dated 29.03.2018
To
Tender No. SDG6101P18/09

This addendum is issued to incorporate the following changes in the tender document:

- A) Various techno-commercial clauses in the existing tender document are being amended. All the bidders are requested to **refer to ANNEXURE-AA** attached herewith (Page no. 2 to 10).
- B) ANNEXURE – II A of tender document SDG6101P18/09 has been replaced by **REVISED ANNEXURE – IIA** (page no. 11 to 13).
- C) To extend the dates of tender document issue / Bid closing / Bid opening as under:
- i) Sale of tender documents: **Upto 18.04.2018 (15:30 IST)**
- ii) Bid Closing Date & Time : **25.04.2018 (11:00 IST)**
- iii) Technical Bid Opening Date & Time: **25.04.2018 (14:00 IST)**

All other Terms & Conditions of the Bid Document remain unaltered.

sd/-
Amrit Loushon Bora
Manager Materials(FD)
For Dy. GM Materials
For Resident Chief Executive

Clause No. of original tender document	Existing Clauses	Amended to read as
AA: Items Details Sr.no. 10 OF ANNEXURE-I (Page 2 of 37)	Supply of minimum 65 kW of station load capacity gas based micro-turbine power plant in Joypur OCS/GCS complex, Oil India Ltd, Joypur, Dibrugarh, Assam	Supply of minimum 65 kW capacity gas based micro-turbine power plant at ISO condition in Joypur OCS/GCS complex, Oil India Ltd, Joypur, Dibrugarh, Assam
ANNEXURE-I, BB: General Notes to bidders Sr.no. 5.0 (Page 2 of 37)	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 DGM Materials, Materials Department, Oil India Limited, Duliajan- 86602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.	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. to The DGM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on the Bid Closing Date mentioned in the Tender or during Scrutiny stage.
ANNEXURE-I DD: Special Notes to Bidders Clause 8 (Page no 9 of 37)	Bidder/supplier must agree to enter into a Comprehensive Annual Maintenance Contract (AMC) with OIL (to be carried out once the plant is successfully commissioned and warranty period is over). The AMC shall cover any routine, preventive and breakdown maintenance/ repair of the plant installed including supply of spares by the supplier/ contractor.	Comprehensive Annual Maintenance Contract (AMC) with OIL (to be carried out once the plant is successfully commissioned and warranty period is over). The AMC shall cover any routine, preventive and breakdown maintenance/ repair of the plant installed including supply of all the required spares and all required consumables by the supplier/ contractor.
ANNEXURE-IA, Scope of Work 1. Introduction (Page 11 of 37)	It has been proposed to setup a gas based micro-turbine power plant in Joypur OCS/GCS complex of Oil India Limited with comprehensive AMC services for 3 years. The installation of the microturbine power plant at this site is targeted to reduce gas flare. The microturbine power plant shall meet minimum 65 kW of station load. The electrical output (at 415 V, 50 Hz, 3Ø AC) of the system can be synchronized with the utility supply grid and/or existing 100 kW Solar PV plant to provide a seamless and uninterrupted power supply at the installation with the added advantage of minimum flare.	It has been proposed to setup a gas based micro-turbine power plant in Joypur OCS/GCS complex of Oil India Limited with comprehensive AMC services for 3 years. The installation of the microturbine power plant at this site is targeted to reduce gas flare. The microturbine power plant shall meet minimum 65 kW at ISO condition . The electrical output (at 415 V, 50 Hz, 3Ø AC) of the system can be synchronized with the utility supply grid and/or existing 100 kW Solar PV plant to provide a seamless and uninterrupted power supply at the installation with the added advantage of minimum flare.

<p>ANNEXURE-IA, Scope of Work 2. Background of the Project (Page 12 of 37)</p>	<p>OIL plans to utilize the low pressure flare gas for generation of electricity by installing a micro turbine of minimum 65 kW of station load capacity. It is expected that the resultant power generated in the microturbine will be sufficient to run at least a portion of the power requirement of the OCS/GCS complex.</p>	<p>OIL plans to utilize the low pressure flare gas for generation of electricity by installing a micro turbine of minimum 65 kW at ISO condition capacity. It is expected that the resultant power generated in the microturbine will be sufficient to run at least a portion of the power requirement of the OCS/GCS complex.</p>
<p>ANNEXURE-IA, Scope of Work 2. Background of the Project (Page 12 of 37)</p>	<p>Electricity is available from Assam Power Distribution Company Limited (APDCL) as the primary source of power. A solar PhotoVoltaic power plant of capacity 100KW(peak) is also installed as backup power in grid interactive mode with the APDCL grid power. A station battery (capacity 2x1500 Ah at 10 hr rate of discharge) has also been installed to supplement the solar generation.</p>	<p>Electricity is available from Assam Power Distribution Company Limited (APDCL) as the primary source of power. A solar PhotoVoltaic power plant of capacity 100 KW(peak) is also installed as backup power in grid interactive mode with the APDCL grid power. A station battery (capacity 2x1500 Ah at 10 hr rate of discharge) has also been installed to supplement the solar generation. The expected electrical loading pattern at site on the turbine: i) Detail of maximum load: 101.1 kW (at present date) ii) Largest motor Size: 30 kW (air compressor) iii) Method of starting of largest motor: Star/Delta iv) Minimum loading expected: 63 kW (only OCS loads are considered for minimum loading).</p>
<p>ANNEXURE-IA, Scope of Work 3. Detailed Scope of Work (Page 12 of 37)</p>	<p>Detailed scope of work includes Design, engineering, manufacture, Testing at manufacturer's works, packing and supply, installation/erection, testing & commissioning of one unit of Gas based Micro Turbine [minimum 65 kW of station load, net output measured at the micro turbine voltage output terminals, along with gas filter/conditioning unit & accessories for generation of power from flare gas at OIL's Joypur OCS/GCS site.</p>	<p>Detailed scope of work includes Design, engineering, manufacture, Testing at manufacturer's works, packing and supply, installation/erection, testing & commissioning of one unit of Gas based Micro Turbine [minimum 65 kW at ISO condition, net output measured at the micro turbine voltage output terminals, along with gas filter/conditioning unit & accessories for generation of power from flare gas at OIL's Joypur OCS/GCS site.</p>
<p>ANNEXURE-IA, Scope of Work 2. Background of the Project (Page 12 of 37)</p>	<p>Site conditions: a) Operating Environment: 7 to 45 Deg. Celsius</p>	<p>Site conditions: a) Operating Environment: 7 deg Celsius to 39 Deg. Celsius</p>

ANNEXURE-IA, Clause 3.2.A.1. Microturbine unit (Page 13 of 37)	The basic specifications for the micro turbine are as follows: a. Rating*: minimum 65 kW of station loadat Site Condition	The basic specifications for the micro turbine are as follows: a. Rating*: minimum 65 kW at ISO condition.
ANNEXURE-IA, Clause no.3.2.A1. Sub point (g) (Page 13 of 37)	Width x Depth x Height: Should not exceed 2 metres on any side	Width x Depth x Height: Should not exceed 4 metres on any side for Micro Turbine Unit only comprising of a recuperated radial flow gas turbine engine, a combustor and a generator in one assembly.
ANNEXURE-IA, Clause 3.2.A.1. Microturbine unit NOTE (Page 14 of 37)	*This is the nominal full power performance at site conditions. Bidder shall declare the net output of the turbine unit at site conditions, which shall be the basis of the performance guarantee tests.	1.0 This is the nominal full power performance at site conditions. Bidder shall declare the net output of the turbine unit at temperature ranging from 7 deg C to 39 deg C in a graph which shall be the basis of the performance guarantee tests. <u>2.0 If any auxiliary components like electrical motors etc are required to be incorporated in the complete system of Microturbine & gas conditioning system, the same must be flameproof/explosion-proof suitable for use in Hazardous Zones 1 & 2 (gas groups IIA and IIB) of oil mines only and approved by DGMS.</u>
ANNEXURE-IA, Clause 3.2.D1 Sub-clause (e) (Page 16 of 37)	Once the unit is installed and commissioned, the installation shall be tested again at site conditions to verify the site output rating as per the ISO Condition as declared by the bidder. All tests shall be carried out in the presence of OIL's Engineer-in-Charge.	Once the unit is installed and commissioned, the installation shall be tested again at site conditions to verify the site output rating as per the ISO Condition and the performance graph at different ambient temperature (7 deg C to 39 deg C) as provided and declared by the bidder. All tests shall be carried out in the presence of OIL's Engineer-in-Charge.
Design Criteria Clause 5.1 (c) of ANNEXURE-IA (Page 18 of 37)	The micro turbine power plant will be comprised of a recuperated radial flow gas turbine engine, a combustor and a generator. All rotating components shall be mounted on a single shaft, supported by dry type or oil lubricated high speed bearings.	The micro turbine power plant will be comprised of a recuperated radial flow gas turbine engine, a combustor and a generator in one assembly. Preferably , all rotating components including Alternator may be mounted on a single shaft, supported by dry type or oil lubricated high speed bearings.

<p>ANNEXURE-IA, Clause 5.2.</p> <p>(Page 18 of 37)</p>	<p>Gas turbine engine assembly shall consist of: Gas Turbine engine with axial compressor, recuperate, combustor, and axial power turbine rotor. The entire micro turbine rotor shall be a single shaft type such that the compressor and Power turbine operate at the same speed.</p>	<p>Gas turbine engine assembly shall consist of: Gas Turbine engine with axial compressor, recuperate, combustor, and axial power turbine rotor. The entire micro turbine rotor including Alternator may preferably be a single shaft type.</p>
<p>ANNEXURE-IA, Clause no. 11</p> <p>(Page 19 of 37)</p>	<p>Manufacturer's guarantee for design, workmanship and performance of all bought out items shall be made available to OIL. Performance Guarantee: The Contractor has to ensure performance guarantee figures in terms of Net Output Power of minimum 65 KWat 50m3/hr with CV of 8556-9456 kcal/m3 excluding consumption of auxiliary of Power Generation Plant). Bidder's declared output which shall be in this range shall be taken as the net rating at the micro turbine voltage output terminals and this rating shall be taken as the basis for performance guarantee.</p>	<p>Manufacturer's guarantee for design, workmanship and performance (as per performance graph at different ambient temperature (7 deg C to 39 deg C) as declared by the bidder/manufacturer) of all bought out items shall be made available to OIL. Performance Guarantee: The Contractor has to ensure performance guarantee figures in terms of Net Output Power of minimum 65 KWat 50m3/hr with CV of 8556-9456 kcal/m3 excluding consumption of auxiliary of Power Generation Plant). Bidder's declared output (as per performance graph at different ambient temperature (7 deg C to 39 deg C) as declared by the bidder/manufacturer) which shall be in this range shall be taken as the net rating at the micro turbine voltage output terminals and this rating shall be taken as the basis for performance guarantee.</p>
<p>ANNEXURE-IA, Clause no. 8</p> <p>(Page 19 of 37)</p>	<p>Total Rated Output power from the Micro Turbine unit shall be as per the bidder's declared output of the unit at site conditions. It is to be noted that in Clause 3 (A) (1) "Detailed scope of work"- the power output of the micro turbine unit is given as minimum 65 kW of station loadat site conditions. Bidder's declared output shall be taken as the net rating at the micro turbine voltage output terminals and this rating shall be taken as the basis for performance guarantee. Performance conformance of the Micro Turbine shall be determined at the manufacturer's factory test.</p>	<p>Total Rated Output power from the Micro Turbine unit shall be as per the bidder's declared output of the unit as per the output graph against different ambient temperature (7 deg C to 39 deg C). It is to be noted that in Clause 3 (A) (1) "Detailed scope of work"- the power output of the micro turbine unit is given as minimum 65 kW at ISO conditions. Bidder's declared output shall be taken as the net rating at the micro turbine voltage output terminals and this rating shall be taken as the basis for performance guarantee. Performance conformance of the Micro Turbine shall be determined at the manufacturer's factory test.</p>

<p>ANNEXURE-IA, Clause no. 12 (Page 20 of 37)</p>	<p>Warranty Supplier shall have final and total responsibility for the design and performance of all equipment furnished by him. Supplier shall warrant that the equipment furnished by him and the performance of the said equipment is in accordance with this specification. Supplier shall also warrant and guarantee that all the materials and equipment incorporated in the entire equipment under his scope shall be new and all work shall be of good quality. Supplier shall also be responsible for all system and detailed designing, the aspects of which may not have been covered in this specification with regards to the workmanship, performance etc. of the equipment supplied by him.</p> <p>Supplier shall, upon notice from Company, make good at his own expense all defects found during the warranty period expeditiously.</p> <p>Supplier shall, if required, supply the services of an experienced engineer to supervise the correction of any defects found during the warranty period.</p>	<p>Warranty Supplier shall have final and total responsibility for the design and performance (as per performance graph at different ambient temperature (7 deg C to 39 deg C) as declared by the bidder/manufacturer) of all equipment furnished by him. Supplier shall warrant that the equipment furnished by him and the performance of the said equipment is in accordance with this specification. Supplier shall also warrant and guarantee that all the materials and equipment incorporated in the entire equipment under his scope shall be new and all work shall be of good quality. Supplier shall also be responsible for all system and detailed designing, the aspects of which may not have been covered in this specification with regards to the workmanship, performance etc. of the equipment supplied by him.</p> <p>Supplier shall, upon notice from Company, make good at his own expense all defects found during the warranty period expeditiously.</p> <p>Supplier shall, if required, supply the services of an experienced engineer to supervise the correction of any defects found during the warranty period.</p>
<p>ANNEXURE - IB Scope of Work in the Annual Maintenance Service Contract Clause (b) (Page no 21 of 37)</p>	<p>The bidder must submit a list of operational & maintenance spares indicating quantity required for minimum 3 years of AMC period along with their technical bid. Any additional spares apart from the above list or additional quantity of spares indicated in above list, if required during the AMC period shall be responsibility of the supplier and no additional charge shall be payable for such items.</p>	<p>The bidder must submit a list of operational & maintenance spares indicating quantity required for minimum 3 years of AMC period along with their technical bid. Any additional All the required spares apart from the above list or additional quantity of spares indicated in above list, if required and consumables during the AMC period shall be responsibility of the supplier and no additional charge shall be payable for such items.</p>

<p>ANNEXURE-II AA1 Clause 1.2 Sub-Clause B.2 (Page 24 of 37)</p>	<p>Bidders shall submit their offer on behalf of the OEM's experience as mentioned above. However, since the subsidiary company of the OEM / authorised distributor is dependent upon the technical experience of the OEM, with a view to ensure commitment and involvement of the OEM for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed at Attachment – II A) between the OEM and the subsidiary company of the OEM / Authorised Distributor of OEM and OEM's Guarantee (as per format enclosed at Attachment – II A) to OIL for fulfilling the obligation under the Agreement, along with the bid.</p>	<p>Bidders shall submit their offer on behalf of the OEM's experience as mentioned above. However, since the subsidiary company of the OEM / authorised distributor is dependent upon the technical experience of the OEM, with a view to ensure commitment and involvement of the OEM for successful execution of the contract, the participating bidder should enclose an Agreement (as per revised format enclosed at Attachment – II A) between the OEM and the subsidiary company of the OEM / Authorised Distributor of OEM and OEM's Guarantee (as per revised format enclosed at Attachment – II A) to OIL for fulfilling the obligation under the Agreement, along with the bid.</p>
<p>ANNEXURE-II Clause 1.2 BIDDER'S EXPERIENCE: B.9 Page 25 of 37</p>	<p>For proof of execution in Annual maintenance service contract, bidder must submit latest copies of service entry sheet/certificate of payment establishing that the micro turbine power plant of minimum 32.5 KW (electrical) is running successfully for minimum one year from the date of commissioning.</p>	<p>For proof of execution in Annual maintenance service contract, bidder must submit latest copies of service entry sheet/certificate of payment establishing that the bidder has successfully carried out Annual Maintenance Contract of the gas based Turbine power plant of minimum 32.5 KW (electrical) which is running successfully for minimum one year from the date of commissioning. In case the bidder is a subsidiary company of the OEM / an authorised distributor of OEM, the bidder's experience only will be accepted for this clause, not the experience of the OEM.</p>
<p>ANNEXURE-II AA3 Clause 10 Sub-Clause (b) (Page 27 of 37)</p>	<p>Cost of operational & maintenance spares indicating quantity required for 3 years.</p>	<p>Cost of operational & maintenance spares indicating quantity required for 3 years. All the required spares and consumables during the AMC period shall be responsibility of the supplier and no additional charge shall be payable for such items. Hence, bidder to quote accordingly.</p>

Annexure III Clause 6.1 (Page 33 of 37)	Whether AMC charges and list indicating cost of operational and maintenance Spares for 3 years of operations/AMC period quoted?	Whether AMC charges and list indicating cost of operational and maintenance Spares for 3 years of operations/AMC period quoted?
Annexure V Sr. No. 9 (Page 37 of 37)	Performance of the microturbine: shall be minimum 65 kW at station load, this declared figure shall be the basis of performance guarantee	Performance of the microturbine shall be minimum 65 kW at ISO condition , this declared figure shall be the basis of performance guarantee.
Annexure II, AA.3, Clause no. 11.0 (Page 27 of 37)	<p>Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below.</p> <p>(i) Price Bid Format (SUMMARY) for Foreign Bidders:</p> <p>(A) Basic Material Value (to indicate HSN code): (B) Pre-despatch Inspection Charges, if any: (C) Packing & FOB charges: (D) FOB Value, A+B+C: (E) Ocean Freight Charges upto Kolkata, India: (F) Banking & Insurance, @1.5% of D : (G) CIF Value, D+E+F : (H) Landing Charges @1% on G: (I) CIF Landed Value, G+H: (J) IGST @ 5% on I: (K) Compensatory Cess, if any: (L) CIF+GST Landed Value, I+J+K : (M) Training Charges, if any: (N) Applicable rate of GST on M: (O) Installation & Commissioning Charges, if any: (P) Applicable rate of GST on O: (Q) AMC Charges for 3 years: (R) Applicable rate of GST Charges on Q: (S) Cost of AMC operational/maintenance spares for 3 years: (T) Applicable rate of GST charges on S: (U) Total, L+M+N+O+P+Q+R+S+T: (V) Total Value in words : (W) Gross Weight: (X) Gross Volume :</p>	<p>Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below.</p> <p>(i) Price Bid Format (SUMMARY) for Foreign Bidders:</p> <p>(A) Basic Material Value (to indicate HSN code): (B) Pre-despatch Inspection Charges, if any: (C) Packing & FOB charges: (D) FOB Value, A+B+C: (E) Ocean Freight Charges upto Kolkata, India: (F) Banking & Insurance, @1.5% of D : (G) CIF Value, D+E+F : (H) Landing Charges @1% on G: (I) CIF Landed Value, G+H: (J) IGST @5% on I: (K) Compensatory Cess on K, if any: (L) CIF+GST Landed Value, I+J+K : (M) Training Charges, if any: (N) Applicable rate of GST on M: (O) Installation & Commissioning Charges, if any: (P) Applicable rate of GST on O: (Q) AMC Charges including supply of operational/maintenance spares for 3 years: (R) Applicable rate of GST Charges on Q: (S) Total, L+M+N+O+P+Q+R: (T) Total Value in words : (U) Gross Weight: (V) Dimensions & Gross Volume :</p> <p>(ii) Price Bid Format (SUMMARY) for Indigenous Bidders:</p> <p>(A) Basic Material Value (to indicate HSN code): (B) Pre-despatch Inspection Charges, if any:</p>

	<p>(ii) Price Bid Format (SUMMARY) for Indigenous Bidders:</p> <p>(A) Basic Material Value (to indicate HSN code):</p> <p>(B) Pre-despatch Inspection Charges, if any:</p> <p>(C) Packing & Forwarding charges, if any:</p> <p>(D) Total Ex-Works Value, A+B+C:</p> <p>(E) Applicable rate of GST on D:</p> <p>(F) Compensatory Cess, if any:</p> <p>(G) Total FOR Despatching Station Value, D+E+F:</p> <p>(H) Inland Freight Charges upto Duliajan, Assam including GST:</p> <p>(I) Transit Insurance Charges, if any including GST:</p> <p>(J) Training Charges, if any:</p> <p>(K) Applicable rate of GST on J:</p> <p>(L) Installation & Commissioning Charges, if any:</p> <p>(M) Applicable rate of GST on L:</p> <p>(N) AMC Charges for 3 years:</p> <p>(O) Applicable rate of GST on N:</p> <p>(P) Cost of AMC operational/maintenance spares for 3 years:</p> <p>(Q) Applicable rate of GST on P:</p> <p>(R) Total, G+H+I+J+K+L+M+N+O+P+Q:</p> <p>(S) Total Value in words :</p> <p>(T) Gross Weight:</p> <p>(U) Gross Volume:</p> <p>(V) Import Content, if any:</p>	<p>(C) Packing & Forwarding charges, if any:</p> <p>(D) Total Ex-Works Value, A+B+C:</p> <p>(E) GST @5% on D:</p> <p>(F) Compensatory Cess, if any:</p> <p>(G) Total FOR Despatching Station Value, D+E+F:</p> <p>(H) Inland Freight Charges upto Duliajan, Assam including GST:</p> <p>(I) Transit Insurance Charges, if any including GST:</p> <p>(J) Training Charges, if any:</p> <p>(K) Applicable rate of GST on J:</p> <p>(L) Installation & Commissioning Charges, if any:</p> <p>(M) Applicable rate of GST on L:</p> <p>(N) AMC Charges including supply of operational/maintenance spares for 3 years:</p> <p>(O) Applicable rate of GST on N:</p> <p>(P) Total, G+H+I+J+K+L+M+N+O:</p> <p>(Q) Total Value in words :</p> <p>(R) Gross Weight:</p> <p>(S) Dimensions & Gross Volume:</p> <p>(T) Import Content, if any:</p>
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<p>Annexure II, B, Clause no. 4.1, 4.2 & 4.3</p> <p>(Page 29 of 37)</p>	<p>4.1 When only foreign bidders are involved:</p> <p>The Total Value of Foreign bidder as worked out as per para AA.3 11.0 (i) U shall be compared</p> <p>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. And 1.5 % if confirmed LC at buyer's account is required.</p> <p>4.2 When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response:</p> <p>The Total Value of Domestic bidder as worked out as per para AA.3 11.0 (ii) R shall be compared</p> <p>4.3 When both foreign and domestic bidders are involved:</p> <p>The Total Value of domestic bidder as worked out as per para AA.3 11.0 (ii) R (excluding H & I) above and Total Value of the foreign bidder worked out as per Para AA.3 11.0 (i) U above will be compared.</p> <p>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.</p>	<p>4.1 When only foreign bidders are involved:</p> <p>The Total Value of Foreign bidder as worked out as per para AA.3 11.0 (i) S shall be compared</p> <p>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. And 1.5 % if confirmed LC at buyer's account is required.</p> <p>4.2 When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response:</p> <p>The Total Value of Domestic bidder as worked out as per para AA.3 11.0 (ii) P shall be compared</p> <p>4.3 When both foreign and domestic bidders are involved:</p> <p>The Total Value of domestic bidder as worked out as per para AA.3 11.0 (ii) P (excluding H & I) above and Total Value of the foreign bidder worked out as per Para AA.3 11.0 (i) S above will be compared.</p> <p>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.</p>
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FORMAT OF AGREEMENT BETWEEN BIDDER AND O.E.M

(Authorization to Bidder and Undertaking guaranteeing supply of items/spares to Bidder)
(TO BE EXECUTED IN ORIGINAL ON OEM'S LETTERHEAD WITH SIGNATURE AND STAMP)

This agreement made this ___ day of ___ month ___ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of O.E.M hereinafter referred to as "Parent Company" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and

M/s. _____(Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____[Parent Company] and whereas Parent Companyrepresents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company and accepted by the bidder.
3. M/s. _____ (Parent Company) undertakes and gurantees to supply items/spares to the bidder in the event of an order on the bidder. This undertaking shall be valid at the time of bidding and shall remain valid during the entire execution period of the order.
4. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
5. It is further agreed that for the performance of work during contract period bidder and Parent Companyshall be jointly and severly responsible to OIL for satisfactory execution of the contract.
6. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

For and on behalf of
(Parent Company)

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY (OEM)

(TO BE EXECUTED IN ORIGINAL ON OEM'S LETTERHEAD WITH SIGNATURE AND STAMP)

DEED OF GUARANTEE

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called "the Company" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company)

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the
Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING PARENT COMPANY GUARANTEE

1. Guarantee/Undertaking/Agreement should be on OEM/Parent Company's original letterhead with signatures and stamp.
2. The official(s) executing the guarantee should affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary should be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed alongwith the Guarantee.

"Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject"