



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4861123
Dated/दिनांक : 03-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2024 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-05-2024 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Supply, Installation, Testing and Commissioning of 9 panel board of 11 KV VCB Panel (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण

Payment Timelines	Payments shall be made to the Seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	248000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Senior Purchase Officer-IP

Oil India Limited ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Swift Code ICICINBBXXX Unique identifier code: OIL503988890 Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details: (i) MT 760/MT 760 COV for issuance of bank guarantee. (ii) MT 760/MT 767 COV for amendment of bank guarantee. [Purchase Order Number/Tender No. should reflect in the SFMS text under MT 760/MT 760 COV] The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch. (email: devansh.sharma@oilindia.in)
(Devansh Sharma)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Supply, Installation, Testing And Commissioning Of 9 Panel Board Of 11 KV VCB Panel (1 pieces)**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)****Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification	Download
Document/क्रेता विशिष्टि दस्तावेज	

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	5.84%
Number of days allowed for ICT after site readiness communication to seller	90 Days/दिन

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bastab Gogoi	785670,OIL INDIA LIMITED, WESTERN ASSET, MORAN, DISTRICT -CHARAIDEO, ASSAM	1	360

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं .	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	BEC_BRC and Annexures for Supply, installation, testing and commissioning of 9 panel board of 11 KV VCB Panel View	BEC_BRC and Annexures for Supply, installation, testing and commissioning of 9 panel board of 11 KV VCB Panel	Supply, Installation, Testing And Commissioning Of 9 Panel Board Of 11 KV VCB Panel(1)

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

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

OIL INDIA LTD.
MORAN
Dist. Charaideo
Assam
Pin-785670
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6. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1.0 (a) **Bidders must provide Technical Catalogues / leaflets/ Technical literature showing that the offered items/equipment meets the specifications mentioned for items in this Tender (Bid Document). Additionally, bidders to mention Complied/Not complied or any remarks in Technical specifications document as well as document under Buyer added bid specific additional scope of work and upload both the documents after signing on them. Bidders to also upload duly filled Annexure-III i.e., Technical Evaluation Sheet for HT Panel for evaluation of their bid.**

- b) The bidder shall be an Original Equipment Manufacturer (OEM) of the Tendered Item or shall be an authorized Agent/dealer / distributor/ supply house of an Original Equipment Manufacturer. In case bidder is an authorized Agent / dealer / distributor of an Original Equipment Manufacturer then bidder must submit valid **authorization letter / dealership certificate** with warranty / guarantee back up from the principal (OEM). Copy of authorization letter / dealership certificate from the principal (OEM) shall be submitted along with the technical bid.

2.0 The tender has been floated in GeM portal under **Single Stage Two Bid System**. Therefore, **bidder must not disclose their prices in their technical offer**. The technical bid shall contain all techno-commercial details except the prices/costs. Bidder must note that disclosure of price in technical bids shall lead to rejection of the offer.

3.0 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 ENTERPRISE.

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

- (i) **Udyam Registration Number with Udyam Registration Certificate.**

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman 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.

4.0 **TAX COLLECTIBLE AT SOURCE (TCS):** Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

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Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a) TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- b) Total supply of goods to OIL in FY..... (As applicable) exceeds Rs. 50 Lakh and
- c) TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d) TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

- a) The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

5.0 **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED (OIL):** Banning Policy Revised on 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India 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.

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.

6.0 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 tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

7.0 Unless otherwise mentioned, the Delivery Period mentioned shall be inclusive of Supply, Installation, Testing & Commissioning, in case the same is part of the Scope of supply.

8.0 **NUMBER OF DESPATCHES:** Unless otherwise mentioned, the total quantity for a particular consignee and / or for a specified delivery schedule shall be supplied / delivered in 01 (One) Lot. OIL reserves the right for non-acceptance of delivery of part quantity and shall have no liability for any loss to the supplier in case of such rejection of part delivery.

9.0 **DELIVERY TIMING:** Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below-

b) Monday to Friday:

(i) Slot-1: 08.00 AM to 10.00 AM

(ii) Slot-2: 12.30 PM to 02.00 PM

c) Saturday: 08.00 AM to 10.00 AM

Note: No delivery shall be made on Sunday / National Holidays

10.0 **PREPONEMENT OF DELIVERY:** Owing to operational requirements, OIL may request the supplier to prepone delivery of items. The request for such preponement of delivery shall be made in writing by OIL and the supplier shall be obligated for arranging delivery of the materials within the minimum possible period. However, no additional charges shall be payable for such preponement of delivery.

11.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform.

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officer

s, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(i) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

12.0 **SET-OFF**

Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited)

13.0 Bidders should fill-up and submit along with their bid an UNDERTAKING towards authenticity of information/documents furnished by them, as per enclosed **ANNEXURE-K** (as attached under ATC document).

14.0 It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February, 2023 (order- Public Procurement no.4) has proclaimed Requirement of registration under Rule 144(xi) of the General Financial Rules (GFRs), 2017. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed **Annexure-N** of this tender. In this respect, the format of Undertaking to be submitted by the bidders is given vide **EXHIBIT-I & EXHIBIT-II** (as attached under ATC document) of this tender.

15.0 Bidders should fill-up and submit along with their bid an UNDERTAKING towards Bidder's financial standing, as per enclosed **ANNEXURE-M** (as attached under ATC document).

16.0 Bidders should fill-up and submit along with their bid an UNDERTAKING towards Declaration of Blacklisting/Holiday Listing/ NCLT / NCLAT /DRT /DRAT/Court Receivership/ Liquidation, as per enclosed **ANNEXURE-L** (as attached under ATC document).

17.0 **Queries Submission Timeline clause-**

All prospective bidders are hereby instructed to submit any queries or requests for clarification related to this tender within a period of five (5) calendar days from the date of publishing of this tender document. Any queries received after the stipulated deadline will not be entertained or responded to by OIL.

Queries must be submitted in writing via email to devansh.sharma@oilindia.in. Please ensure that the subject line of your email clearly states 'Tender Query - [Tender No. and Name].

18.0 **Avoidance of Extension for Bid Submission clause-**

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Bidders are earnestly advised to ensure that their bid submissions are prepared and submitted in accordance with the deadlines specified in this tender document. OIL has taken all necessary steps to establish reasonable timelines for the submission of bids to allow ample time for thorough preparation.

As a matter of policy, OIL will only consider granting an extension of the bid submission due date as a one-time exception in situations deemed unavoidable. Such extensions will be granted solely at the discretion of OIL and only in response to a written request from the bidder (mail to devansh.sharma@oilindia.in), submitted in accordance with the procedures outlined in this tender document.

It is hereby emphasized that OIL will not entertain or consider any requests for an extension of the bid submission due date, except in cases where OIL deems such extension unavoidable and the bidder submits a formal written request, detailing the compelling circumstances necessitating the extension. Bidders are therefore strongly advised to refrain from seeking an extension of the bid submission due date unless necessary due to unforeseen and unavoidable circumstances.

By participating in this tender process, all bidders acknowledge and accept the terms and conditions outlined in this **Avoidance of Bid Submission Due Date Extensions clause**.

19.0 **Dispute Resolution-**

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SETTLEMENT OF DISPUTES:

Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):

1) 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:

2) 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.

3) 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.

4) 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 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5) 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.

6) 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.

7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

9) 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.

10) 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.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11) 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.

12) 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.

13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

14) 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.

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.

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.

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 O

IL 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 month, 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 representative.

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 or 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 provision of the 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.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



MATERIALS DEPARTMENT
P.O. Duliajan, Dist. Dibrugarh ASSAM,
PIN – 786602,
INDIA TEL: (+91) 0374 - 2808719
E-mail: devansh.sharma@oilindia.in

TENDER INFORMATION SUMMARY

	PURCHASE OFFICER DETAILS	DEVANSH SHARMA SENIOR PURCHASE OFFICER-IP PH: 03742808719 E-mail: devansh.sharma@oilindia.in
1	BID SECURITY AND VALIDITY	: APPLICABLE TOTAL VALUE = ₹ 2,48,000/- THE BID SECURITY SHOULD BE VALID FOR A PERIOD OF MINIMUM 165 DAYS BEYOND BID CLOSING DATE (29.05.2024) i.e., VALID ATLEAST TILL 10.11.2024.
2	PERFORMANCE GUARANTEE	: APPLICABLE @ 5% OF ORDER VALUE (Applicable only if order value is > ₹ 10 lacs)
3	INTEGRITY PACT	: APPLICABLE
4	MSE PURCHASE PREFERENCE	: APPLICABLE
5	PPP-MII Purchase Preference	: TENDER RESTRICTED TO CLASS-I LOCAL SUPPLIER ONLY
6	RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA	: APPLICABLE
7	BANNING POLICY	: APPLICABLE
8	PRE-DISPATCH INSPECTION	: APPLICABLE
9	THIRD PARTY INSPECTION	: NOT APPLICABLE
10	INSTALLATION & COMMISSIONING	: APPLICABLE

LIST OF ANNEXURES

ANNEXURE-A	:	TECHNICAL SPECIFICATIONS AND SCOPE OF WORK
ANNEXURE-B	:	BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)
ANNEXURE-C	:	GENERAL NOTES TO BIDDERS
ANNEXURE-D	:	INSTALLATION & COMMISSIONING DETAILS
PROFORMA-1	:	FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA
PROFORMA-2	:	CERTIFICATE OF ANNUAL TURNOVER & NET WORTH
PROFORMA-3	:	PARENT/ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING
PROFORMA-4	:	BID SECURITY FORM
PROFORMA-5	:	FORMAT FOR UNDERTAKING FOR LOCAL CONTENT
ANNEXURE-K	:	UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS
ANNEXURE-N (EXHIBIT-I, II)	:	RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA
ANNEXURE-M	:	UNDERTAKING FOR BIDDERS FINANCIAL STANDING
ANNEXURE-L	:	PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION
PROFORMA-IP		INTEGRITY PACT
ANNEXURE-I		ACCEPTABLE MAKE OF BOUGHT OUT ITEMS
ANNEXURE-II		SLD
ANNEXURE-III		TECHNICAL EVALUATION SHEET

ANNEXURE A

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

Sl. No.	Item Description	Quantity	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	<p>Refer to GeM bid specifications.</p> <p>Important Information-</p> <ol style="list-style-type: none">1) The bidder has to supply, install and commission all the 2 items i.e. HT Panel and Battery Bank with charger together.2) Acceptable make of bought out items has been mentioned under Annexure-I.3) SLD has been attached as Annexure-II4) Technical Evaluation Sheet for HT Panel has been attached as Annexure-III. Bidder(s) to fill the same and upload in their offer documents after signing on it.	As per GeM tender	-

ANNEXURE-B

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

The bid shall conform to the specifications and terms and conditions of the Tender. Bids shall be rejected in case the items offered do not conform to the parameters stipulated in the technical specifications and to the international/national standards wherever stipulated.

The following BRC/BEC will govern the evaluation of the bids received against this tender. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected. Bid evaluation will be done only for those bids that qualify through the “Bid Rejection Criteria” as stipulated in this document. All the documents related to BEC/BRC shall be submitted along with the technical bid.

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
A.	<p>TECHNICAL:</p> <p>1. Bidder should have the experience of successfully executing at least 1(one) Similar order of value not less than ₹ 61.88 lakhs in preceding 5(five) years as on the original Bid Closing Date of this Tender in any Central Govt. / State Govt./ PSU/ public limited company. Similar order means-</p> <p>“Supply, Installation, Testing and Commissioning of either</p> <p>a) HT Panel with VCB, 11 KV (min)</p> <p>OR</p> <p>b) 11 KV (min) Compact substation [with RMU, VCB, Transformer, LT panel (with ACB/MCCB)]”</p> <p>Note: Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Order(s)/ contract copy(s) along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Order(s)/contract(s), such as –</p> <p>(i) Performance/Completion certificate (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Received Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax, Invoices issued under</p>	

	<p>relevant rules of Central Excise / VAT (OR) (v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p> <p>Note:</p> <p>a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution should be within 5 (five) years preceding original bid closing date of this tender.</p> <p>b) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.</p> <p>c) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>2. <u>Delivery period</u></p> <p>Items shall have to be delivered within 12 months from the date of issue of purchase order and I&C of the items shall have to be completed within 3 months from the date of site clearance intimation by OIL.</p>	
	<p>SPECIAL NOTES:</p> <p>1. Warranty period: The goods/ equipment shall be of best quality and workmanship. The equipment shall be guaranteed for 12 (Twelve) months from the date of commissioning against defects arising due to material, workmanship or design. Relay will also be included in this guarantee.</p>	

B.	<p>FINANCIAL</p> <p>1. The bidder must have annual Financial Turnover from Operations equal to Rs. 61.88 Lakhs in any of the preceding 3 (three) financial / accounting years reckoned from the original bid closing date as per the Audited Annual Reports.</p> <p>[Annual Financial Turnover of the bidder from operations shall mean – “Aggregate value of the realization of amount made from sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year” as per Companies Act, 2013 Section 2(91).]</p>	
	<p>2. The "Net Worth" of the bidder must be positive for the accounting year preceding to the original bid closing date of the tender.</p> <p>[Net worth shall mean: “Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss – Reserves created out of write back of depreciation and amalgamation”.]</p>	
	<p>3. 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 (refer PROFORMA- 1) certifying that ‘the balance sheet/Financial Statements for the financial year..... (As the case may be) has actually not been audited so far’.</p>	

	<p>Notes:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid: -</p> <p>i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA- 2. OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.”</p> <p>In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>	
	<p>4. In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:</p> <p>i) Turnover of the parent/ ultimate parent/ holding company should be in line with requirement.</p> <p>ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with the requirement.</p> <p>iii) Corporate Guarantee (as per PROFORMA-3) on parent / ultimate parent / holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them.</p> <p>Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding Company</p>	

ANNEXURE-C

GENERAL NOTES TO BIDDERS

<u>Sl. No.</u>	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
1.0	Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation	
2.0	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 bidder's risk and may result in the rejection of its offer without seeking any clarifications.	
3.0	HSN Code for HT Panel is 8537 & GST Rate: 18%	
4.0	<p>Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DLE-16062021-227649 dated 16th June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <p>Udyam Registration Number with Udyam Registration Certificate.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman 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.</p>	

5.0	<p>It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February,2023(order-Public Procurement no.4) has proclaimed Requirement of registration under Rule 144(xi) of the General Financial Rules (GFRs), 2017.Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.</p> <p>Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed Annexure-N of this tender. In this respect, the format of Undertaking to be submitted by the bidders is given vide EXHIBIT-I & EXHIBIT-II of this tender.</p>	
6.0	<p>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. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 informed that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG. Bidders are requested to go through the policy and take note of the following while submitting their offer.</p> <p>1. <u>Certification and Verification:</u></p> <p>Only Class I suppliers meeting the minimum Local content of 50% against this tender are eligible to bid.</p> <p>(i) At bidding stage:</p> <p>a) Price Break-up:</p> <ul style="list-style-type: none"> • The bidder shall provide the percentage of local content in their bid. <p>b)</p>	

• The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

• In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

• However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

(ii) After Contract Award

• The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

• In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

• However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

2. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall

	<p>keep all necessary information obtained from suppliers for measurement of Local Content confidential.</p> <p>3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.</p> <p>4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.</p> <p>5. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content</p>	
6.1	Percentage of Local Content (to mention by the bidder)	
6.2	<p>Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the purchase preference. Accordingly, bidder must submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration.</p> <p>In case bidder do not submit their preference among PP-LC & MSME and submit documents against both, then the offer will be evaluated by giving benefits under MSME policy and it will be binding on the bidder</p>	

7.0	<p>TAX COLLECTIBLE AT SOURCE (TCS): Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.</p> <p>Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:</p> <p>a) TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And</p> <p>b) Total supply of goods to OIL in FY.....(As applicable) exceeds Rs. 50 Lakh and</p> <p>c) TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and</p> <p>d) TCS certificate as provided in the Income Tax Act will be issued to OIL in time.</p> <p>However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.</p> <p>The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.</p>	
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8.0	<p><u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED</u>: Banning Policy of OIL revised on 17.03.2023 in line with the provisions of Office Memorandum No. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance 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.</p> <p>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.</p>	
9.0	<p>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 tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.</p>	
10.0	<p>The tender has been floated in GeM portal under Single Stage Two Bid System. Therefore, bidder must not disclose their prices in their technical offer. The technical bid shall contain a ll techno-commercial details except the prices/costs. Bidder must note that disclosure of price in technical bids shall lead to rejection of the offer.</p>	
11.0	<p>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-IP 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.</p>	

	<p>OIL's Independent External Monitors at present are as under:</p> <p>Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail: tmbhasin@gmail.com</p> <p>SHRI RAM PHAL PAWAR, IPS (Retd.), E-mail ID: rpawar61@hotmail.com</p> <p>Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India E-mail: ams057@gmail.com</p> <p>In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract.</p>	
12.0	All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including freight, insurance, loading and unloading.	
13.0	The vendor/bidder/supplier/service provider has to make his own arrangements for transportation, accommodation and any other expenses of its personnel when visiting OIL's office/premises/site within the scope of the solution. All expenses of vendor's/bidder's/supplier's/service provider's personnel during execution of the job/contract/order/scope of work shall be to vendor's account.	
14.0	<p><u>SUBMISSION OF PERFORMANCE SECURITY:</u></p> <p>The successful bidder will submit the performance security (if applicable) in the form of Bank Guarantee within 15 days of award of contract on GeM. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <ul style="list-style-type: none"> (i) MT760/MT760COV for issuance of Bank Guarantee (ii) MT 760/MT767COV for amendment of Bank Guarantee. [Order Number should reflect in the SFMS text under MT 760/MT 760 COV]. <p>The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under</p>	

	<table border="1"> <tr> <th colspan="3">Bank Details of Beneficiary</th> </tr> <tr> <td>A</td> <td>Bank Name</td> <td>ICICI BANK LTD.</td> </tr> <tr> <td>B</td> <td>Branch Name</td> <td>DULIAJAN</td> </tr> <tr> <td>C</td> <td>Branch Address</td> <td>Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602</td> </tr> <tr> <td>D</td> <td>IFSC Code</td> <td>ICIC0000213</td> </tr> <tr> <td>E</td> <td>Unique identifier code (Field 7037)</td> <td>OIL503988890</td> </tr> <tr> <td>F</td> <td>Company name</td> <td>Oil India Limited</td> </tr> </table> <p>The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch alongwith the original bank guarantee.</p>	Bank Details of Beneficiary			A	Bank Name	ICICI BANK LTD.	B	Branch Name	DULIAJAN	C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602	D	IFSC Code	ICIC0000213	E	Unique identifier code (Field 7037)	OIL503988890	F	Company name	Oil India Limited	
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F	Company name	Oil India Limited																					
15.0	<p><u>BID SECURITY:</u></p> <p>THE BID SECURITY SHOULD BE VALID FOR A PERIOD OF MINIMUM 165 DAYS BEYOND BID CLOSING DATE (29.05.2024) i.e., VALID ATLEAST TILL 10.11.2024.</p> <p>All the Bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format (as per enclosed PROFORMA – 4) as Bank Guarantee (BG) or Online payment. (Kindly refer GeM GTC for details).</p> <p>In case of Bid Security submitted in the form of Bank Guarantee, Scanned copy of Bank Guarantee shall be uploaded by Seller in the online bid and hard copy of the Bank Guarantee will have to be submitted directly to the Buyer within the mentioned bid end date and time, failing which the bid shall be treated as incomplete & shall lead to rejection of the bid by buyer without making any reference to the seller. Also, scanned copy of the same shall be mandatorily uploaded by the bidder in their online bid. This clause is in supersession of 5 working days time as provided in relevant clause of GeM GTC.</p> <p>The Original Bid Security shall be submitted manually in sealed envelope super scribed with tender no. and due date to:</p> <p>CGM- MATERIALS (HoD),</p> <p>MATERIALS DEPARTMENT,</p> <p>KIND ATTENTION – DEVANSH SHARMA, SENIOR PURCHASE OFFICER (IP),</p> <p>OIL INDIA LIMITED,</p> <p>DULIAJAN- 786602,</p> <p>ASSAM.</p>																						

Whereas in case of Online payment of Bid Security, bidder shall submit Online transaction details to OIL as proof of submission of Bid security in the online bid. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference to the bidder.

OIL's Bank account Details for Online submission of Bid Security	
Name	Oil India Limited
Bank	State Bank of India
Branch	Duliajan
Account Number	10494832599
Account Type	Current
IFSC Code	SBIN0002053

16.0

Submission of Bid Security and Performance Security in the form of Electronic Bank Guarantee (e-BG)

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Bid Security/Performance Security, as applicable, in the form of Electronic bank Guarantee (e-BG) is also acceptable:

Sl. No.	Bank name	Sl. No.	Bank name
1	AU Small Finance Bank	12	IDFC First Bank
2	Axis Bank	13	Indian Bank
3	Bank of Baroda	14	Indian Overseas Bank
4	Bank of India	15	IndusInd Bank
5	Canara Bank	16	Karur Vysya Bank
6	City Union Bank	17	Kotak Mahindra Bank
7	Federal Bank	18	Punjab National Bank
8	HDFC Bank	19	RBL Bank
9	HSBC Bank	20	State Bank of India
10	ICICI Bank	21	South Indian Bank
11	IDBI Bank	22	Yes Bank

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	devansh.sharma@oilindia.in
5	Mobile No.	8595035048
6	Local Address	Materials department, Oil India Limited, Duliajan
7	Registered Address	Duliaian, Dibrugarh, Assam-786602

i.. Bank Guarantee with condition other than those mentioned in OIL's prescribed format / GeM Bank Guarantee format shall not be accepted.

ii. The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

iii. The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

iv. The Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

v. In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2017. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

vi. In case of Bank Guarantee, The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(a) MT 760/MT 760 COV for issuance of Bank Guarantee.

(b) MT 760/MT 767 COV for amendment of Bank Guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under:

Bank Details of Beneficiary	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

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.

vii. The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, extend validity of the Bid Security till such time the Performance Security is furnished.

viii. The Bid Security will be forfeited:

a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,

OR

b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

ix. Bidders are requested to contact OIL within 4 months of Bid submission for return of their Bid Security. A copy of Bid security and Tender No. against which the Bid security was submitted should be sent to concerned dealing officer of OIL for return of the Bid security.

x. For timely return of Bid Security, bidders shall submit following details alongwith their technical bid.

	<ul style="list-style-type: none"> • For Bank Guarantee(BG) = Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier. • Online payment = Name, Email id, Phone number and Bank details (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer. <p>In case of non-submission of above details, return of Bid Security may be delayed.</p>	
17.0	<ul style="list-style-type: none"> (i) PBG: Will be submitted as per tender within 15 days from placement of order in case of award. (ii) Bid Security: To be Submitted as per Tender (iii) Delivery period: As per tender (iv) Payment terms: As per tender (v) Exception / Deviation: Nil (vi) Warranty: As per tender (vii) Packing, forwarding: Included as required in the tender. (viii) Transportation & transit insurance up to destination: Included as required in the tender. (ix) GeM General Terms & Conditions: To be Accepted by the bidder. <p>Bidder must confirm compliance as mentioned above in toto. Exception/Deviation to above terms & conditions are not acceptable.</p>	
18.0	<p>The tendered item(s) will be procured from same source. The tendered item(s) is/are not divisible. Splitting of items/quantity/purchase order is not permitted against the tender. Bidder(s) shall submit their offer for all the items and complete scope of work as per the tender. Offer(s) not complying to above shall be rejected straightaway.</p>	

PROFORMA-1

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

Ref: 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 2023-2024 has actually not been audited as on the Original Bid closing Date.

Place :.....

Date :.....
signatory

Signature of the authorized

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

PROFORMA-2

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON

TO WHOM IT MAY CONCERN

M/s..... (Name of Bidder) for the last three(3) completed

YEAR	TURNOVER IN INR (RS.) CRORES	NET WORTH IN INR (RS.) CRORES

Place:

Date:

Seal:

Membership number:

Signature:

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

PROFORMA-3

PARENT/ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE
TOWARDS FINANCIAL STANDING

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s.....(mention complete name) a company duly organized and existing under the laws of.....(insert jurisdiction/country), having its Registered Office 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 (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR _____ Cr or _____ USD during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder. (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
behalf of

(Parent/Ultimate Parent/Holding Company)

(Delete whichever not applicable)

Witness:

1.

2.

For and on

(Bidder)

Witness:

1.

2.

PROFORMA - 4

BID SECURITY FORM

To:
M/s. OIL INDIA LIMITED,
MATERIALS DEPARTMENT

Whereas..... (hereinafter 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 weofhaving our registered office at (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum offor 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/Email) 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:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one-year claim period).

d) At the end of the claim period that is on or after.....(Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Date: _____

Place: _____

PROFORMA – 5

**UNDERTAKING FOR LOCAL CONTENT
(To be submitted on the letter head of the bidder)**

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____ dated _____. We hereby undertake that we meet the mandatory minimum local content requirement as per the provision of Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022. The percentage of Local Content in the bid is ____ % and the place of addition of Local Content is _____.

For and on behalf of _____

Authorized signatory _____

(having the power of Attorney)

Name _____

Designation _____

Contact No. _____

ANNEXURE-K

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. _____ **Dated _____**

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)

ANNEXURE-N

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

Subject to Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

- 1.0 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 [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

- 2.0 "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.

- 3.0 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

- 4.0 The beneficial owner for the purpose of para 3.0 above will be as under:
 - 4.1 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 percent 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 shareholder's agreements or voting agreements.

4.2 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

4.3 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 of or entitlement: to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4.4 Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4.5 In case of a 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.

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

6.0 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

7.0 **Validity of Registration:** The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

8.0 **Undertaking regarding compliance**: The bidders are required to provide undertakings as per Exhibits - I, II along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

EXHIBIT-I

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS
ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND
BORDER WITH INDIA**

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. [*wherever applicable, evidence of valid registration by the Competent Authority shall be attached*].

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)

EXHIBIT-II

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER
OF TECHNOLOGY**

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement: We certify that we have valid registration to participate in this procurement. [*Evidence of valid registration by the Competent Authority shall be attached*]

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)

Annexure – M

UNDERTAKING FOR BIDDERS FINANCIAL STANDING

To,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____ dated _____. We hereby undertake that we are not under liquidation, court receivership or similar proceedings, we are not bankrupt.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

Annexure – L

PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Oil India Limited, nor any inquiry is pending by Oil India Limited. We are also not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and /or inquiry and in the absence thereof state “NIL”)

In understood that if this declaration is found to be false in any particular , Oil India Limited shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing) available to Oil India Limited.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

PROFORMA-IP

INTEGRITY PACT

Between

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

And

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

Preamble:

The principal intends to award, under laid down organizational procedures, contract/s for (*GeM bid No.*) _____. 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.

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 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:

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during 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.
- (ii) 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.
- (iii) 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 substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- (i) The Bidder 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 subsequent contract execution, if awarded.
 - (ii) The Bidder 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.
 - (iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) 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.
 - (iv) The Bidder 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.
 - (v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
 - (vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2)** The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3)** The Bidder 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, for such reason.

1. If the Bidder 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 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 2 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 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 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) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 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.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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 Independent External Monitor (IEM) for this Pact.
- (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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Bidder. The parties offer 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 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.
- (9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

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.

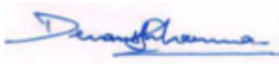
Section:10 -Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. 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) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(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.

 For the Principal s/d DEVANSH SHARMA SPO (IP) MATERIALS, DEPT. OIL INDIA LTD. Date: 03.05.2024 Place: DULIAJAN For the Bidder/Contractor Witness 1: Witness 2:
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Annexure-I

Acceptable Make with Specification:

1. Digital Multifunction Meter:

Make:

Schneider Power logic PM200 series, HPL -Socomec (Diris A41), Siemens PAC3200.

2. Digital Ammeter with inbuilt selector switch:

Make:

Schneider electric, HPL, L&T, Siemens, IndoAsian

3. Current Transformer:

Make:

Kappa, Precise Electrical, Pragati Electrical, Siemens, L&T, Schneider electric, IndoAsian

4. LED:

Make:

Binay, Tecnic, L&T, Siemens

5. HRC Fuses:

Make:

GE, Siemens, L&T, Schneider, Cooper Bussman, IndoAsian

6. Trip-Neutral-Close Selector Switch:

Make:

Kaycee, Salzar, Schneider, L&T, Siemens, IndoAsian

7. Stainless steel single compression cable gland:

Make:

Dowell/gland make/Jainson/Baliga/3D

8. Auxiliary contactor:

Make:

Siemens/ ABB/ Schneider electric/IndoAsian

9. HT Current transformer:

Make:

Kappa/Precise Electricals/ Intrans Electro Components Pvt Ltd/Pragati Electricals/Same as the maker of the VCB.

10. Voltage transformer -

Make:

Kappa/Precise Electricals/Intrans Electro Components Pvt Ltd/Pragati Electricals/Same as the make of the VCB.

11. Directional type Numerical protection relay:

Make:

ABB(Type REF615)/Siemens(Type Siprotec 7SJ80 & 7SD80)/ SiemensArgus /SEL(Type SEL-751&SEL-311)/Schneider Group,type Micom-P14X series/Merlin-GErin (Schneider Group,typeSepam Series S-84)

12. Non directional type Numerical protection relay

Make:

ABB(Type REF615)/Siemens(Type Siprotec 7SD80)/ Siemens-Argus /SEL(Type SEL-751)/Schneider Group,type Micom-p14x series/Merlin-GErin(Schneider Group, type Sepam Series S-84)

13. 11KV, Vacuum circuit breaker:

Make:

Siemens/ ABB/ Schneider/ Crompton greaves/L&T

14. 11KV Interrupter:

Make:

Siemens/ ABB/ Schneider/ Crompton greaves/L&T

15. Batteries:

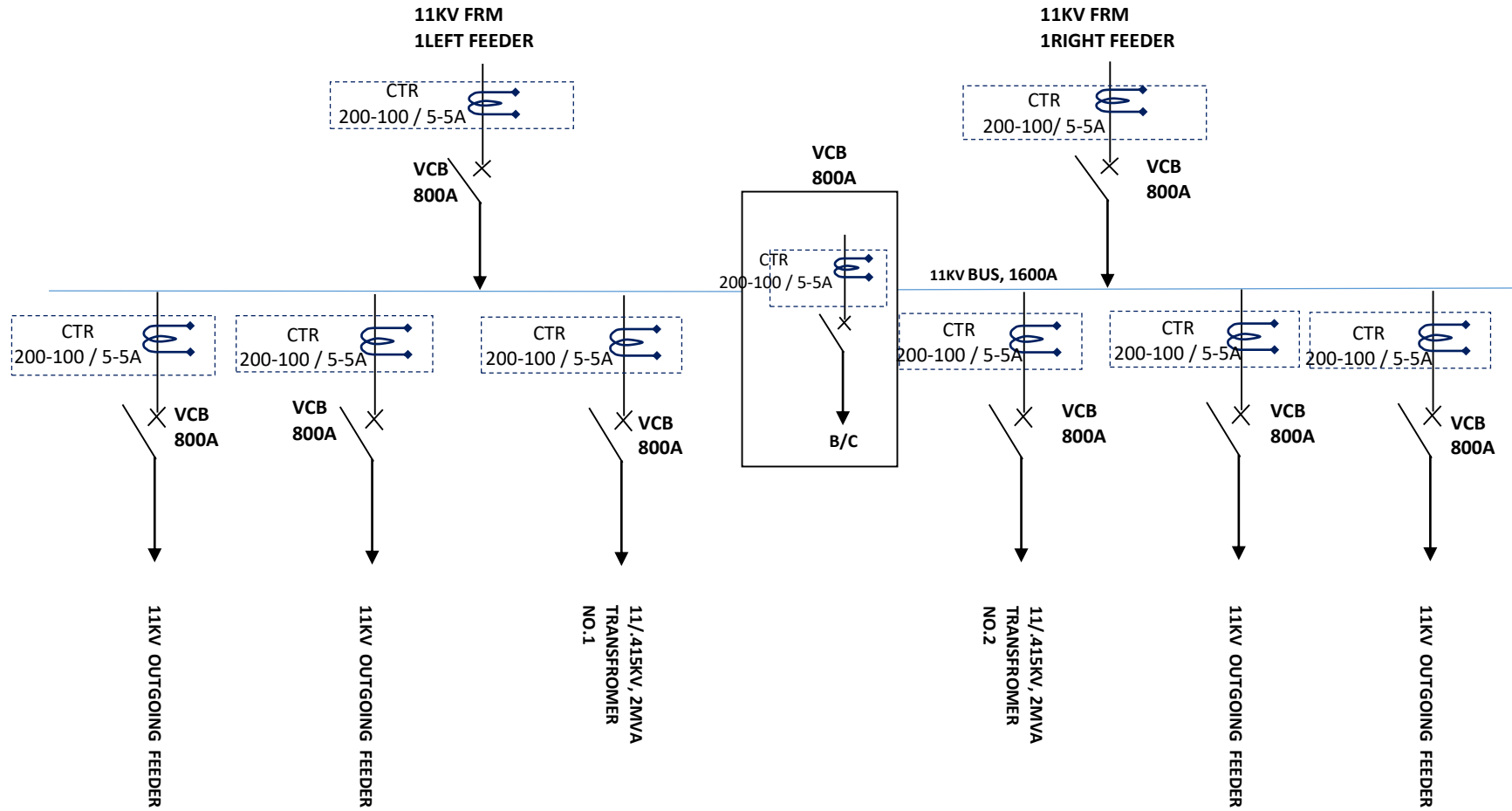
Make: Exide/Amco/Amararaja/Amron/Tata Green

16. Battery Charger:

Make: Exide/Ruttonsha/HBL/Amararaja/Emerson

ANNEXURE-II

11 KV Panel, Proposed Sub-Station-A



Annexure-III

Technical Evaluation Sheet for HT Panel

Sl. No.	Clause no. of Technical Specification	Description (refer to PR for detailed description)	BiddersRemarks Complied/ Not Complied/ Deviation	Bidder to indicate RelevantPage No. /Document No. Of their Bid to support the Remarks/ Compliance
Annexure –Bid Rejection Criteria (BRC)				
1.	Clause 1 I.	Bidder shall be a panel manufacturer/channel partner/authorized dealer of 11KV (min) VCB Panel. Bidders quoting on behalf of OEM shall submit copy of valid dealership certificate/authorization letter/certificate of channel partnership from the OEM along with the bid.		
2.	Clause 1 II.	The Bidder should have experience of successfully executing at least 1(one) no. similar works in any Central Govt. /State Govt./PSU/Public Limited Companies in the last 5 years as on original bid closing date of this tender. Similar works means: Supply, Installation, Testing and Commissioning of either a) HT Panel with VCB, 11 KV (min) OR b) 11 KV (min) Compact substation [with RMU, VCB, Transformer, LT panel (with ACB/MCCB)]		
3.	Clause 1 III.	The bidder shall have to provide type test certificate for their 11KV HT Panel with VCB as per IS: 13118 from reputed test house accredited by National Accreditation Board for testing and calibration Laboratories (NABL), India. Authorized dealers shall submit their OEM's credentials in this regard.		
4.	Clause 1 IV.	Bidders shall submit documentary evidences such as Purchase order copies with invoice/ performance certificate /completion certificate or any other documents which substantiate successful execution of each of the purchase order cited above along with their bid.		
Annexure –Bid Evaluation Criteria (BEC)				
5.	Clause 2 I.	The bidder has to supply, install and commission all the 2 items i.e. HT Panel and Battery Bank with charger together.		
Annexure – Item Description				
6.	Clause 1.0	CUBICLE		

7.	Clause 2.0	BUS-BAR COMPARTMENT		
8.	Clause 3.0	CIRCUIT BREAKER COMPARTMENT		
9.	Clause 4.0	CT AND CABLE COMPARTMENT		
10.	Clause 5.0	RELAYS & METERING COMPARTMENT (LT COMPARTMENT)		
11.	Clause 6.0	PANEL METERING AND INDICATION EQUIPMENT:		
12.	Clause 7.0	CLOSING AND TRIPPING		
13.	Clause 8.0	DRY TYPE CAST RESIN VT		
14.	Clause 9.0	CONTROL SUPPLY		
15.	Clause 10.0	EARTHING		
16.	Clause 11.0	PANEL SPACE HEATERS		
17.	Clause 12.0	OPERATION INDICATION / OPERATION COUNTER		
18.	Clause 13.0	CUBICLE ILLUMINATION		

19.	Clause 14.0	SAFETY INTERLOCK		
20.	Clause 15.0	PANEL MARKINGS		
21.	Clause 16.0	CABLE TERMINAL BOX		
22.	Clause 17.0	SITE CONDITIONS		
23.	Clause 18.0	CIRCUIT BREAKER DETAILS		
24.	Clause 19.0	PROTECTION SCHEMES		
25.	Clause 20.0	ELECTRICAL SCHEMATIC DIAGRAM		
26.	Clause 21.0	MANDATORY SPARES		
27.	Clause 22.0	Tools and Instruments		
28.	Clause 23.0	GENERAL NOTES		
29.	Clause 24.0	TEST AND INSPECTION		
30.	Clause 25.0	WARRANTY		

31.	Clause 26.0	BUSBARS		
32.	Clause 27.0	GENERAL NOTES		
Installation, Testing and Commissioning of VCB Panel				
33.	Clause A.	COMMISSIONING		
34.	Clause B.	PRE-COMMISSIONING CHECKS		
35.	Clause C.	EARTHING		
36.	Clause D.	GENERAL NOTES ON COMMISSIONING		