

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	15-02-2023 11:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	15-02-2023 11:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name/विभाग का नाम</b>	Oil India Limited
<b>Organisation Name/संगठन का नाम</b>	Oil India Limited
<b>Office Name/कार्यालय का नाम</b>	Oil India Limited
<b>Total Quantity/कुल मात्रा</b>	3
<b>Item Category/मद केटेगरी</b>	Truck mounted single drum hydraulic wireline unit and power pack complete (Q3)
<b>MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover</b>	No
<b>Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Quality Assurance Plan document	<a href="#">1673628623.pdf</a>
Payment Timelines	Payments shall be made to the Seller within <b>30</b> 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

Required	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank	HDFC Bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	20

(a). 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 :

GMFA

Oil India Limited, Duliajan, Assam 786602. Email : tuhin\_roy@oilindia.in; Details of Beneficiary : OIL INDIA, Bank Name :HDFC BANK LIMITED Branch Name :Duliajan Bank Account No. :21182320000016 Type of Account :Current Account IFSC Code :HDFC0002118 MICR Code :786240302 SWIFT Code :HDFCINBBCAL (Gmfa)

#### Splitting/विभाजन

Bid splitting not applied.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

### **3. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the

inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

### Truck Mounted Single Drum Hydraulic Wireline Unit And Power Pack Complete ( 3 pieces )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

Brand Type/ब्रांड का प्रकार	Unbranded
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#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	1%
Number of days allowed for ICT after site readiness communication to seller	30 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	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	3	365

## 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

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 4. Generic

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within 30 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

### 5. Purchase Preference (Centre)

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

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

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

## 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

## TENDER INFORMATION SUMMARY

1	Bid Security Amount	:	Not applicable ( <i>Bid Security Declaration to be submitted</i> )
2	Performance Guarantee	:	Applicable @ 3% of Order value if PO value is more than Rs 5 Lakhs
3	Integrity Pact	:	Applicable
4	MSE Purchase Preference	:	Applicable
5	PPLC Purchase Preference	:	Applicable
6	Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	:	Not Applicable
7	Restrictions on procurement from a bidder of a country which shares a land border with India	:	Applicable
8	Banning Policy	:	Applicable
9	Pre despatch inspection	:	Applicable
10	Third party inspection	:	Applicable
11	Installation & Commissioning	:	Applicable
12	Training	:	Applicable
13	AMC	:	Not Applicable
14	PR No	:	1424480

## LIST OF ANNEXURES

	ANNEXURE-I	:	Technical Specifications, Scope of Work etc.
	ANNEXURE-II	:	Price break up
	ANNEXURE-III	:	BEC / BRC
	ANNEXURE-IV	:	Technical & Commercial Checklist
	ANNEXURE-V	:	Special Notes to Bidders
	ANNEXURE-VI	:	Proformas to be submitted by bidders.

**AA) TECHNICAL SPECIFICATIONS**

Sl. No.	Description	Bidders Remarks (Complied / Not Complied)
	<b><u>Scope of supply</u></b> Supply, Installation & Commissioning alongwith Training of truck mounted single drum hydraulic wireline unit and power pack complete with all Hydraulic Transmission system & Accessories for carrying out undernoted down-hole jobs in oil & gas wells.  <b>Qty = 1 Nos.</b>	
	<b><u>Operations to be performed:</u></b> a. Scraping/ paraffin cutting b. Fish recovery operation c. Setting & retrieving down hole tools. d. Running in & pulling out down hole tools and equipment e. Bailing operation. f. Fluid level measurement. g. Bottom hole pressure/temperature survey. h. Bottom hole fluid sampling	
	<b><u>Features</u></b> The Truck mounted Dual Skid wire line winch unit consist of following components: (1) Single Drum Winch Unit with Hydraulic & Mechanical drive system. (2) Diesel Engine Driven Power pack with Hydraulic Power Transmission (3) Truck Chassis (4) Body Fabrication	
	<b><u>Basic Requirement:</u></b>	
I	Designed for ease of maintenance and operator efficiency.	
II	The winch unit should meet all safety standards and will be fit for use in the hazardous areas of operation beyond a radial distance of 16 meters radius of an oil and gas well i.e. beyond 'Zone-2' with features to mitigate the associated risk factors.	
III	External storage compartments with lock and key for storage of various tools and tackles. The unit shall be suitable for driving in the rough terrain, Oil field environments found in the Oil Fields area of Assam, India.	
IV	The unit must be capable of operating in an ambient temperature upto 45 Deg C & relative humidity up to 90%.	



V	All statutory requirements of Transport Authority of India for the Carrier/Truck (Including permanent RTO Registration also) should be met without any exception by the entire unit.	
VI	Suitable lights and switch panel should be provided for the cabin.	
VII	The unit with improved version of latest state of the art technology will be acceptable for the basic configuration, accessories, instrumentation, control etc. without affecting the main frame of specification.	
VIII	The unit should have separate standard driver cabin (preferably Sleeper Cabin) with a capacity to accommodate minimum 4 person excluding driver within the cabin.	
IX	The unit should have separate Winch operation console with proper shed & sitting arrangement for comfortable operation of winch for long hours.	
1.0	<b>Technical Specification of Truck for mounting of dual skid wire line unit Truck Chassis</b>	
1.1	<p>The winch unit and power pack would be mounted on brand new Truck Chassis purchased after the date of issuance of Letter of Intent (LOI).</p> <p>Make/ Model: TATA/ Ashok Leyland/ Bharat Benz / Eicher / Volvo with 6x4 drive and having Right hand steering system.</p> <p>Bidder to mention their offered Make/Model with Technical leaflet.</p>	
1.2	<p>The physical dimensions of this unit shall not exceed the following during transportation position</p> <p>Overall Length: 25-35 feet (7.6 – 10.5 mtr) approx.</p> <p>Overall Width: 08 feet 6 inch (Max) / 2.59 m (Max) approx.</p> <p>Overall Height: 12 feet 4 inch (Max) / 3.75 m (Max) approx.</p>	
1.3	<b>Fuel:</b> Diesel	
1.4	Engine: Suitable water cooled Diesel engine of minimum 160 HP – 250 HP at rated RPM with electronic fuel control mechanism or common rail direct injection with turbocharged and intercooled suitable for operation enumerated above and would adhere to a minimum of Bharat-VI / Euro-VI emission norms or latest emission norms applicable in India as on the date of supply & as required for permanent RTO registration in Assam. CRDI with turbocharged and intercooled is acceptable provided fuel injection is governed by Electronic control Unit (ECU).	
1.5	The engine must be supplied with engine data diagnostic display in truck driver console.	
1.6	<b>Exhaust system:</b> single, fitted with spark arrestor, weather caps/ bend pipe, heat protection guard.	
1.7	<ul style="list-style-type: none"> <li>➤ <b>Tyre Rear-</b> Radial/Nylon Tyre only as per truck manufacturer design load.</li> <li>➤ <b>Tyre Front-</b> Radial/Nylon Tyre only as per truck manufacturer design load.</li> </ul>	

	One Front and One Rear Spare Radial/Nylon Tyre to be provided for each unit. One number of wheel on each side of rear axle shall not be acceptable.	
1.8	<b>Brake system-</b> Suitable service brake and suitable Parking Brake as per vehicle manufacturer of the offered vehicle shall be provided	
1.9	<b>Steering-</b> Power assisted steering system. Right Hand Steering system (i.e Steering wheel shall be on the right hand side inside the Driver's cabin when viewed from the rear of the vehicle). Left Hand Drive unit is not acceptable.	
1.10	<b>Fuel Tank:</b> Min 200 Lt Tank, Fuel strainer and lockable cap should be included.	
1.11	Truck chassis should have Storage for 3" single BOP, lubricators and other slick line tools, sheave wheels etc. in same unit. Storage cabinets should have lock and key facility and water drain hole.	
1.12	Storage for one spare tyre each for front and rear (if different size). If all tyres are of same size, the storage for single spare tyre and necessary handling tools to be provided with Truck Chassis.	
1.13	<b>Gear Box-Transmission:</b> Synchromesh type having at least 5 forward and 1 reverse with suitable PTO provision.	
1.14	<p><b>Weights</b>  <b>Un laden:</b> 7000 Kg (approx.)  <b>Laden (GVW):</b> Minimum 25000 Kg.</p> <ul style="list-style-type: none"> <li>The bidder shall mention the total weight (mass) of the complete unit in the technical bid.</li> <li>Total weight (mass) of the complete unit must be within the Truck manufacturer's declared Gross Vehicle Weight (GVW) of the offered Truck. The Truck manufacturer's declared gross vehicle weight (GVW) of the offered Truck shall not exceed 40000 Kg.</li> </ul> <p>The bidder shall mention the Truck manufacturer's declared gross vehicle weight (GVW) of the offered Truck in the technical bid.</p>	
1.15	<p><b>Driver's Cabin:</b> Company Built, fully versioned, aerodynamic, comfortable spacious driver's cum co-operator's cabin should have;</p> <ol style="list-style-type: none"> <li>Display on the dashboard for operating data: Average speed, average consumption, operating hours, total consumption, driving periods, engine oil level warning.</li> <li>Rear window</li> <li>Air rider Driver Seat / Air Suspended Seat/Mechanically suspended seat.</li> <li>Empty tool box under the cleaner seat with locking &amp; fitting arrangement</li> <li>Rear vision mirrors on both sides</li> <li>Fully transparent glass</li> <li>Light system with sufficient luminance for all conditions.</li> <li>Single air horn</li> </ol>	

	<ul style="list-style-type: none"> <li>9. Electric reverse alarm</li> <li>10. PTO control / Indicator</li> <li>11. Speedometer</li> <li>12. Fuel gauge</li> <li>13. Tachometer (RPM)</li> <li>14. Engine oil temperature / pressure gauge/display</li> <li>15. Reservoir Air pressure gauge(s)</li> <li>16. Air cleaner restriction indicator</li> <li>17. All other required engine, transmission &amp; other system Instrumentation &amp; controls</li> <li>18. 02 Nos. of Fire extinguishers.</li> <li>19. Malfunction display in cab for coolant, windscreen washer, engine oil, steering oil, intake vacuum.</li> <li>20. Display for rear view camera and Parking Sensors.</li> <li>21. The seats shall have seat belts as per applicable motor vehicle rules of India.</li> <li>22. 12V / 24 V Cabin Fan</li> </ul>	
1.16	<p><b>Standard fittings &amp; accessories:</b> Amongst other standard fittings &amp; accessories as per manufacturer's standard of the offered vehicle, the following fittings &amp; accessories shall be fitted in each vehicle. Cost in this regard shall be borne by the bidder/supplier.</p> <ul style="list-style-type: none"> <li>i) Battery</li> <li>ii) All standard lightings i.e. Head Lamps, Parking Lamps, Direction Indicator Lamps, Hazard Warning Lamps/flashers, Stop Lamps, Cabin lights etc.</li> <li>iii) Windscreen Wipers</li> <li>iv) Lockable Fuel Tank</li> <li>v) Footsteps (at appropriate places)</li> <li>vi) First Aid Box</li> <li>vii) Bumpers</li> <li>viii) Towing Hook</li> <li>ix) Sufficient side marker reflectors/florescent markers</li> <li>x) Two Flood lights at rear top of Driver's cabin for night operation</li> <li>xi) Side Under-run Protection Device (SUPDs)</li> <li>xii) Rear Under Run Protection Device (RUPD)</li> <li>xiii) Front Under Run Protection Device (FUPD)</li> </ul> <p>Any other standard fittings, accessories, gauges and meters as per Indian Motor Vehicle Act / Rules.</p>	
1.17	<p><b>Additional fitments:</b> The following additional fitment shall be fitted in each vehicle as applicable in the state of Assam (India). Cost in this regard shall be borne by the bidder/supplier.</p> <ul style="list-style-type: none"> <li>i) Speed Limiting Device (SLD)</li> <li>ii) GPS / VTS with installation.</li> <li>iii) Fog Lamps</li> </ul>	
1.18	<p><b>DOCUMENTS/CERTIFICATES TO BE SUBMITTED:</b> Following documents in the name of Oil India Limited, Duliajan, Assam-786602 (India) shall be submitted against the vehicle in original along with the supply as per The Central Motor Vehicles Rules, 1989 and Motor Vehicle Act, 1988 of India. Cost in this regard shall be borne by the bidder/supplier.</p> <ul style="list-style-type: none"> <li>i) Invoice(s).</li> <li>ii) Sale Certificate in Form-21 etc.</li> <li>iii) Pollution &amp; Roadworthy Certificate in Form-22 / 22A</li> </ul>	

	iv) Temporary Registration Certificate. v) Motor vehicle Insurance Certificate till delivery of the vehicle if applicable for the supplier. vi) Certification for Speed Limiting Device (SLD). vii) Certification for GPS/VTS. viii) Any other documents as per Indian Motor Vehicle Act 1988 and Central Motor Vehicle Rules, 1989 required during the period of supply.	
<b>2.0</b>	<b>Technical Specification of Single Drum Dual Skid Wireline Winch Unit</b>	
2.1	<u>Reel Skid:</u> <ul style="list-style-type: none"> <li>The unit should be fitted with single drum suitable for Ø 0.092"/0.108" dia. slick line. Unit shall be built to use with a separate standalone min. 70 HP diesel engine driven closed loop hydraulic power pack.</li> <li>The unit shall have 4-way (up-down, back-forth) adjustable type well-padded revolving operator's seat with backrest.</li> <li>Operator console window should be fitted with a clear toughened glass window for protection during operation.</li> <li>The skid is to be mounted on the truck chassis and should have four lifting points.</li> </ul>	
2.2	<u>Hydraulic System:</u> <ul style="list-style-type: none"> <li>Closed loop hydraulic system.</li> <li>Hydraulic hoses and fittings should be sized for maximum flow that shall be in compliance with SAE Standard (Make: Parker / Gates / Vickers / Eaton).</li> <li>All power hose ends shall be fitted with Heavy duty hydraulic quick connects to accept hydraulic power from on board diesel engine driven power pack.</li> </ul>	
2.3	<u>Drum Drive Assembly &amp; Capacity:</u> <ul style="list-style-type: none"> <li>✓ All steel construction suitable for heavy-duty operation.</li> <li>✓ Drum drive assembly would have single drum suitable for 0.092"/0.108" wireline size. The drum with shaft shall be mounted on the pedestal type bearing of rated capacity.</li> <li>✓ Drum shall be on raised support to facilitate adjustment of Measuring Assembly.</li> <li>✓ Drum should be placed on winch skid spooled with 25000 ft x 0.092"/0.108" slickline (without brazing / welding / joints), as per specification provided in clause no. 2.5 below.</li> <li>✓ Winch drum shall be Hydraulic motor driven with chain</li> </ul>	

	<p>sprocket. The system should have Bi-directional variable displacement piston hydraulic motor coupled to a 4 speed gear box to provide a variety of speeds and torques to match all operating conditions encountered during wireline operations.</p> <ul style="list-style-type: none"> <li>✓ Stress proof keyed drum shaft with extra provision for hand rotation to be provided.</li> <li>✓ Direction of Drum movement shall be controlled by control panel mounted Hydraulic Directional control valve in a proportional manner to RIH and POOH of the well.</li> <li>✓ Below winch drum &amp; skid base, base frame to be provided with pollution drip pans with drain plugs.</li> <li>✓ The drum shall have raised guards on both the sides to prevent slippage of the wireline during operation.</li> <li>✓ The drum shall be provided with a splash guard.</li> </ul> <p><b><u>Note for winch drum:</u></b></p> <ul style="list-style-type: none"> <li>✓ The hole for anchoring of the slickline on the reel drum shall be provided at one end of the drum and not in the centre.</li> <li>✓ Winch drum shall be rigid in construction. The Supplier needs to provide an engineering drawing and QAP for the offered design for approval by OIL. Additionally, at the time of supply, NDT &amp; Radio graphical test certificate shall be provided.</li> <li>✓ The core of the drum shall be barrel in shape and manufactured from seamless thick tubular steel with minimum wall thickness of more than ½". The flanges shall be cut from single sheet with min. thickness of ½".</li> <li>✓ The barrel (core) shall be pressed through the drum flanges. The circumferential contact between drum flange and barrel shall be welded on both sides of the flanges. All welded area shall be machined to a seamless finish.</li> <li>✓ Brake drum shall be welded outside flange in both end of the drum and circumferentially welded both outside and inside with the flange. The brake drum shall be meant to add mechanical strength to the flanges and drum.</li> </ul>	
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	<ul style="list-style-type: none"> <li>✓ Steel gussets shall be inserted radially and welded to the circular brake drum, flange and barrel to make all the three components into a single solid assembly.</li> <li>✓ The drum shaft shall be machined from a solid steel billet of minimum diameter of 2" and pressed fit inside the barrel and subsequently welded.</li> </ul>	
2.4	<p><u>Line Speed &amp; Pull Desired:</u> The winch shall be capable of developing the following speed &amp; pull:</p> <p><b><u>Speed:</u></b> Maximum Line speed at CORE of the drum - 1600 ft/min Maximum Line speed at RIM of the drum - 2700 ft/min</p> <p><b><u>Pull:</u></b> Maximum Line Pull at Core of the drum – 9000 lbs Maximum Line Pull at Rim of the drum – 5000 lbs</p>	
2.5	<p><u>Slickline Specification:</u></p> <ol style="list-style-type: none"> <li>I. Winch drum shall be provided with a slickline in loaded condition.</li> <li>II. Size: 2.34mm (0.092") slickline.</li> <li>III. Applicable Standard: API 9A standard, 22nd Edition, Section 8, Table 8.1</li> <li>IV. Material: Plow Steel conforming to following physical properties: <ol style="list-style-type: none"> <li>(a) Breaking Strength: 6.88 KN (1547 lbs.) min.</li> <li>(b) Elongation: 254 mm (10"), Percent: 1.5 min.</li> <li>(c) Elongation, tensile test &amp; torsion test must conform to API specification 9A.</li> <li>(d) Torsional Requirement: A 203.2 mm (8") long test specimen from each reel kept under tension applying a load of 84.52 Newton (19 lbs) must withstand minimum 23 no. of 360 degree twist before breakage occurs.</li> </ol> </li> <li>v) Make of wire: Danum /Techwire/Sandvik/DeAcero.</li> </ol>	
2.6	<p><u>Measuring Head Assembly:</u></p> <ol style="list-style-type: none"> <li>a) Level wind (spooling) assembly (Hydraulically assisted for smooth operation) / counter wheel / depth measuring device shall be equipped with steering track in front of the drum assembly to allow the operator to guide the incoming wireline evenly on the reel by means of a "steering" wheel provided at operators right hand position, with operator comfort in mind so that the operator can keep an eye on the entire driving assembly while steering the Level Wind. The diameter of the counter wheel shall be suitable for use of 0.092" /0.108" inch wire line. The make of Level wind assembly / Counter wheel / Depth Measuring Device shall be as follows:</li> <li>b) Two or three wheels wrap around design suitable for</li> </ol>	

	<p>slick line wire size from 0.092"/0.108" wire with design such that for change of wire, the measuring head pulleys need not be removed.</p> <p>c) For Depth Measuring Device - Veeder Root or Industry standard design in Metric.</p> <p>d) Glycerine fluid filled Weight Indicator with load cell (0-5000 lbs), 100 ft hose, hand pump, system fluid and other accessories. Make of the Weight indicator shall be of Martin Decker / Wagner/ Combi Gauge.</p> <p>e) Measuring meter /register wheel in metric calibration of make Benchmark/ Mathey/ Elmar/ Veeder Root or Industry standard design in Metric.</p> <p>f) Mechanical depth counters with cable and casing at operator's console, in metric unit.</p> <p>g) Arrangement for self-oiling/lubricating of piano wire during operation.</p>	
2.7	<p><u>Brake Assembly:</u></p> <ul style="list-style-type: none"> <li>• Smooth responsive Mechanical Hand Brake system acting directly on the reel drum in addition to any brake mechanism in the hydraulic system.</li> <li>• The hand lever shall be ergonomically placed on the right hand side of the operator's console with operator's comfort in mind.</li> </ul>	
2.8	<p><u>Hydraulic Oil Reservoir:</u></p> <ul style="list-style-type: none"> <li>• The reservoir shall be constructed as per best industrial standards with extensions of the end plates supporting the tank on the floor.</li> <li>• Hydraulic Tank shall be made of Stainless Steel material.</li> <li>• The reservoir shall be designed for easy maintenance of fluid. The bottom of the tank shall be suitably designed and has a drain plug at the lowest point of the tank for complete draining of the oil from the tank. An easily accessible removable cover shall be provided for cleaning. The cover shall be sufficiently sealed to prevent air and spillage of oil.</li> <li>• A filler cap shall be provided with fine meshed screen to keep out contamination when the fluid is replenished.</li> <li>• A vented breather cap of suitable size shall be used on the top of the reservoir. It shall also contain air-filtering screen.</li> <li>• The tank shall contain necessary baffle plate to prevent local turbulence in the tank and remove entrapped air from the fluid during operation. The baffle plate should be optimum to prevent localized surging of oil within the</li> </ul>	

	<p>tank during transportation.</p> <ul style="list-style-type: none"> <li>• Pump inlet and return lines must be well below the fluid level to prevent aeration and foam. Each Hydraulic hose connection from Hydraulic Reservoir including drain plug (i.e. pump suction and drain line) shall be equipped with isolating valve.</li> <li>• Suitable level glass with temperature indicator shall be installed in an easily readable position on the side of the tank.</li> <li>• Suitable dip strainer shall be provided in pump inlet line.</li> <li>• In line Filters: The Hydraulic system shall include filters for pressure line / return line of required pressure rating and micron to maintain the system efficient and clean.</li> <li>• Hydraulic Tank of minimum capacity of 120 liters mounted with 125-micron suction strainer tank top mounted with 10-micron filter.</li> <li>• Hose and hose connection: All control/pilot hoses connection shall be 37-degree JIC flare fitting with swivel nut for the reason of flexibility in hose replacement. The make of the hoses shall be Parker / Gates / Vickers / Eaton.</li> </ul>	
2.9	<p><u>Heat Exchanger:</u> A heat exchanger shall be used to achieve cooling of hydraulic oil on an average range of temperature 55°-60° centigrade throughout the operation. If the heat exchanger is air/liquid cooling type, the heat exchanger fan shall be hydraulic motor driven only.</p>	
2.10	<p><u>Operator Console:</u> Ergonomically designed stainless steel color coded engraved with English letters and fitted with Winch Main Panel.</p> <p>DC Valve actuator lever, brake lever, Pressure control valve (Remotely controlled), Depth and weight indicator, engine start/stop switches, gauges &amp; meters of engine &amp; hydraulic system etc. and spool steering shall be ergonomically placed on the control console within easy reach of the operator keeping in mind the comfort of the operator for better efficiency.</p>	
2.11	<p><b>Additional Spares for Winch Unit:</b></p> <ul style="list-style-type: none"> <li>✓ The following additional one set of critical operational consumables as spares shall be supplied along with each winch unit viz. <ul style="list-style-type: none"> <li>I. Glycerine fluid filled weight indicator (0-5000 lbs) &amp; load cell with 100 ft hose- 02 Set. (Make: Martin Decker / Wagner)</li> </ul> </li> </ul>	



	<p>II. ODOMETER of specified make suitable for 0.092"/0.108" wireline along with Cable and Casing for ODOMETER - 02 No.</p> <ul style="list-style-type: none"> <li>✓ One compact torsion tester applicable for slick line (SS) dimensional range of 0.092"-0.108" to be supplied with each winch unit [Make: Danum/ Techwire/ Sandvik/ DeAcero]</li> <li>✓ Each unit shall be equipped with suitable Tool Box with following necessary tools for operation and maintenance of the unit. <ul style="list-style-type: none"> <li>• 10" pipe wrench= 02 nos.</li> <li>• 14" pipe wrench= 02 nos.</li> <li>• 24" Pipe Wrench= 02 nos.</li> <li>• 36" Pipe Wrench= 02 nos.</li> <li>• Screw Driver Set= 01 Set</li> <li>• Allen-Key Set= 01 Set</li> <li>• Ball-Peen Hammer= 02 nos.</li> <li>• Piano wire cutter = 01 no.</li> <li>• Open Spanner set = 01 set.</li> <li>• Box wrench = 01 set.</li> <li>• Slide wrench set (all sizes)= 01 set.</li> <li>• Grease Gun = 01 no.</li> <li>• Hammer (5 lbs) = 02 nos.</li> <li>• Slickline Clamp = 02 nos.</li> <li>• Hydraulic Jack (30 T) = 01 no.</li> </ul> </li> </ul>	
<b>3.0</b>	<b>Diesel Engine skid/Driven Power Pack</b>	
3.1	<p><u>Power Skid:</u> Power skid should have</p> <ul style="list-style-type: none"> <li>• 4-6-cylinder diesel engine (Make- Cummins B5.9 / JCB Power Torque PP854 / Caterpillar C4.4) of min. 70 HP at rated rpm, water cooled, naturally aspirated/ turbo charged to power hydraulic drive to wire line winch unit. Bidder to mention their offered Make/Model with Technical leaflet.</li> <li>• Emission Norm: EU-Stage 2 / EU-Stage 3 / USA-Tier 2 / USA-Tier 3/ As per Engine Manufacturer Standard.</li> <li>• transmission system shall be designed / optimized to meet the max. power requirement as mentioned in clause no. 2.4, considering of the entire parasitic load like water pump, compressor, coolant system, heat exchanger etc. should be kept in mind while designing.</li> <li>• The engine shall be complete with Tachometer &amp; Hour meter in addition to all standard gauges &amp; meters with metric calibration, Filters, Spark Arrestor etc., Emergency / Safety Engine shutdown system.</li> <li>• Power pack shall be mounted on anti-vibration mount and should have four lifting points for crane handling and includes integral forklift pockets for ease ground handling.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Electric 24V DC starting system with alternator and maintenance free battery fixed safely inside enclosure.</li> <li>• Stainless steel fuel tank with minimum 100 liters capacity with level gauge and breather cum filler equipped with water separator for separating fuel condensate and water in the fuel.</li> <li>• Dip stick shall be provided for measurement of fuel level in tank.</li> <li>• Noise level for the complete unit in running condition should not cross 90.0 db.</li> </ul>	
3.1.1	<p><u>Zone-2 safety for power skid:</u> Power skid should equipped with (Diesel Engine Make JCB Power Torque PP854 / Caterpillar C4.4)</p> <ul style="list-style-type: none"> <li>• Exhaust gas cooler (Make: Pyroban or Equivalent)</li> <li>• Exhaust spark arrester (Stainless steel)</li> <li>• Sealed Crankcase dip stick</li> <li>• Crankcase Breather Flame trap</li> <li>• Secured oil filler cap</li> <li>• Automatic engine over speed shut-down inlet valve (Make Chalwyn / pyroban / Equivalent).</li> <li>• Inlet flame trap.</li> <li>• Fuel shut-off valve (automatic) operates with all shut down high coolant temperature, low engine oil pressure &amp; high exhaust temperature.</li> <li>• Anti-static fan belts</li> <li>• Nonmetallic blow fan of ISI standard.</li> <li>• Engine throttle and stop control to be pneumatically controlled.</li> </ul>	
3.1.2	<p><u>Safety Shut Down:</u></p> <ul style="list-style-type: none"> <li>• Over speed shut down set at 2400 rpm</li> <li>• Low engine oil pressure set at 15 psi.</li> <li>• High coolant temperature set at 95°C</li> <li>• High exhaust temperature set at 200°C</li> </ul>	
3.2	<p><u>Hydraulic Drive Assembly:</u> Closed loop hydraulic system pressure to be set around 3000 psi for power transmission from engine to Reel Drum and optimized for achieving maximum operating condition as mentioned in clause no. 2.4.</p> <p>Suitable mechanism to transfer power from hydraulic motor to winch drum through Torque hub/Gear Box (Make: Fairfield / Breveni) mounted on the winch drum or through gearbox (Make Funk) with chain &amp; sprocket mechanism.</p> <ul style="list-style-type: none"> <li>• Pump control for variable displacement pump shall be Hydraulic displacement control type.</li> <li>• Preferable Make &amp; Model of hydraulic pump, motor, valves, etc. will be as under: <ul style="list-style-type: none"> <li>➤ Pump &amp; Motor (Make: Rexroth / Sauer / Danfoss/ Danison / Linde)</li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>➤ Directional Control &amp; other valves (Make: Rexroth / Argo Hytos / Vickers / Parker / Eaton/ Danison)</li> <li>➤ Pressure Gauge (Make: Wika / Odin / Waree / Ashcroft/ Icon/Noshok/Mdaniel/ Forbes Marshall)</li> </ul> <ul style="list-style-type: none"> <li>• All hoses and fittings to be sized for maximum flow. Make: Parker / Gates / Vickers / Eaton.</li> <li>• The End connections required for the arrangement shall be Quick Coupling with Non-return Valve type and made of either stainless steel or Brass and fitted with suitable protector for safe transportation as per SAE standard.</li> <li>• High level of filtration through a suction line strainer in reservoir and return line filter.</li> </ul>	
3.3	<p><u>Power skid Instrument Panel:</u></p> <ul style="list-style-type: none"> <li>• All hydraulic controls (to be installed on the control console) shall be clearly marked for their different functions.</li> <li>• Electric instrument panel with engine oil pressure gauge, coolant temperature gauge, Tachometer (engine revs and hours), emergency stop control and start / stop switches with key.</li> </ul>	
3.4	<p><b>Additional Spares for Power Pack:</b></p> <ul style="list-style-type: none"> <li>➤ The following additional one set of critical operational consumables as spares shall be supplied with each Power Pack unit viz; <ul style="list-style-type: none"> <li>a. Fuel Filter Element: 02 Nos.</li> <li>b. Water Separator Element if any: 02 Nos.</li> <li>c. Engine Oil Filter Element: 02 Sets.</li> <li>d. Air Filter Element, if any: 02 Sets.</li> <li>e. Water / Corrosion Filter Element: 02 Nos.</li> <li>f. Fan Belt: 02 Sets</li> <li>g. "O" ring set for Hydraulic pump: 02 Sets</li> <li>h. Additional Power Hoses with high pressure quick connectors: 01 set</li> <li>i. Starter: 01 no.</li> <li>j. Water Pump: 01 no.</li> </ul> </li> <li>➤ Tool Box with necessary tools for operation and maintenance of the unit.</li> <li>➤ Hydraulic Jack (for replacement of tyre): 01 Set for each unit.</li> <li>➤ Safety belt for fitter while seating on the lubricator-stand: 01 Set of each unit.</li> <li>➤ Maintenance Schedule as per OEM for Engine (Power</li> </ul>	

	<p>Pack) and Hydraulic System.</p> <ul style="list-style-type: none"> <li>➤ Bidder should be providing recommended spare/Consumable two set and conform to uninterrupted supply of spares atleast for minimum 10 years.</li> <li>➤ One year warranty / Guarantee should be provided for all spares part.</li> </ul>	
4.0	<p><b>Fabrication Work: Mounting of dual skid wire line winch on Truck chassis</b></p>	
4.1	<p>General Guide lines:</p> <ul style="list-style-type: none"> <li>➤ Construction Aluminum/steel channel longitudinal rails for mounting of truck chassis frame and steel channel cross members welded to main frame rails.</li> <li>➤ All compartments are from steel fabrication and all comes with stainless steel / Aluminum hardware.</li> <li>➤ The body building would be done matching with the dimension of truck Chassis. The indicative drawing shall be provided with technical bid for bodybuilding to ensure that all required facilities as indicated in the specification has been incorporated.</li> <li>➤ The dimensions of the container will be adjusted according to dimension of the truck chassis to accommodate facilities, power skid and reel skid as indicated in diagram.</li> <li>➤ Container unit would be totally compartmentalized for power Pack, Operator console and reel skid. The compartments are to inter connected via door for movement and operation.</li> <li>➤ Overall dimension wire line winch unit (after fabrication) should comply with <ul style="list-style-type: none"> <li>• Overall Length: 25-35 Feet (7.6 – 10.5 mtr) approx.</li> <li>• Width: 8 Feet 6 Inch (Max) / 2.59 m (Max) approx..</li> <li>• Overall Height: 12 Feet 4 inch (Max) / 3.75 (Max) approx.</li> </ul> </li> <li>➤ There would be minimum 2000 mm distance between floor and roof inside the cabin.</li> <li>➤ In construction, all mild steel parts would be used after anti rusting coating (Preferable cold zinc phosphate coating).</li> </ul>	

	<ul style="list-style-type: none"> <li>➤ Inside and outside paneling would be of 3 mm Aluminum Sheet.</li> <li>➤ 50 mm thick insulator packing on three sides viz, ceiling and two sides.</li> <li>➤ Inner Paneling would be of lamination sheet fixed over ply wood.</li> <li>➤ Top of container/ cabins would have water proof mica sheet.</li> <li>➤ Aluminum panel / Laminated Sheet fixed over plywood / Structure frame.</li> <li>➤ Foldable Sleeper bed needed in the operator cabin of minimum length 6 ft. &amp; minimum width 1.5 ft.</li> <li>➤ All doors would have tower bolts on the inner side door panel.</li> <li>➤ Construction basic structure steel / Aluminum skin for external lining.</li> <li>➤ Flooring anti-slip Aluminum checker plate throughout the unit all-riveted to floor cross member framing.</li> <li>➤ Sufficient windows with wind seal shall be provided in the operator console for free flow of air.</li> <li>➤ Tool box at the back side in the winch area.</li> </ul>	
A.	<p><u>Power Pack Cabin:</u></p> <ul style="list-style-type: none"> <li>➤ It consists of power pack skid and tool holder floor mounted.</li> <li>➤ The power pack cabin should have acoustic insulation for noise reduction.</li> <li>➤ The power pack cabin door fitted with lockable latch, slam holder and rubber seal all around.</li> <li>➤ Concealed space below the floor will be provided for the rubber hydraulic hoses connecting via gun metal coupling power pack and winch.</li> <li>➤ It should have provision for Exhaust Fan. Exhaust pipe from power pack exhaust will be projected up through ceiling of the truck body as an outlet for smoke of power pack.</li> </ul>	

	<ul style="list-style-type: none"> <li>➤ Spark arrestor should be provided in the exhaust pipe of truck engine and also in the exhaust pipe of power pack.</li> </ul>	
B	<p><u>Operator Cabin/ Winch Compartment:</u></p> <ul style="list-style-type: none"> <li>➤ Wireline jobs require long working hours in the field, so operator cabin should be designed to keep operator safe and comfortable.</li> <li>➤ Inside Cabin area should be designed in such a way that operator operates the winch from the centrally located chair in the cabin.</li> <li>➤ From cabin, operator should get unobstructed view of well and operation assemblies during operation. Layout of cabin should be ergonomically designed.</li> <li>➤ Additional bench of 100 mm foam thickness seating with under-seat storage should be there as a secondary work space. Minimum clear space between operator chair and the additional bench should be 1ft.</li> <li>➤ All controls of winch operations, hydraulic device, winch drum, brakes and measuring devices would be in Operator console.</li> <li>➤ The operator cabin would have 4-way (up-down, back-forth) adjustable type padded revolving operator's seat with backrest.</li> <li>➤ The operator cabin would have thermal insulation for heat reduction.</li> <li>➤ There should be at least four storage compartments inside operator cabin with locking arrangements for storage of manuals, first aid kits, Personnel Protective Equipment and critical spares.</li> <li>➤ One-fold step ladder assembly with hand rail to access power pack compartment and rear step to access winch compartment.</li> <li>➤ Provision for fixing access stairs (ladder) on the Truck to climb on to the operator's cabin and the winch bay will be built into the system.</li> <li>➤ Fire extinguisher ABC (6.0 Kg dry chemical) and first aid kit would be mounted inside the operator cabin.</li> </ul>	

	<ul style="list-style-type: none"> <li>➤ Provision for storing of drinking water around 20 liters capacity (SS or high density Plastic).</li> <li>➤ Cabin would have one full width opening door at rear of the cabin fitted with lockable latch, slam holder and rubber seal all around.</li> </ul>	
4.2	<u>Windows:</u> <ul style="list-style-type: none"> <li>➤ Six numbers of windows in winch cabin would be provided. Inside locking provision and outside safety grills would be provided.</li> <li>➤ Frame made of Aluminum beading would be provided for single fixed toughened glass at the top position of size 150 mm x 900 mm below which two sliding plain glasses of size 450 mm x 450 mm.</li> <li>➤ Luvers in power pack cabin shall be provided.</li> <li>➤ One window with one/ two fixed plain glasses should be provided at the back of driver's cabin.</li> </ul>	
4.3	<u>Lubricator/Pipe rack:</u> Provision for storage lubricator (Ø 4 inch Pipe lengths for 10 ft ) lubricator pipes in the bottom side of platform in between 175 mm U channel with an outside locking provision should be provided.	
4.4	<u>Electrical System:</u> <ul style="list-style-type: none"> <li>➤ All switches of interior and exterior lights would be from operator cabin.</li> <li>➤ Electrical supply will be from alternator charged battery installed within the power pack rated 24/12 VDC, 25 amps.</li> <li>➤ Roof mounted fixture to be installed;</li> <li>➤ 6 Nos. complete concealed LED lights– Two in winch cabin, 1 No. in power pack cabin, 2 Nos. in operator cabin 1 No. in driver cabin.</li> <li>➤ 2 Nos. adjustable LED lights for focusing on X-mas tree for operations after day light.</li> <li>➤ 4 Nos. of fans (one in driver cabin, one in winch cabin and two in operator cabin)</li> <li>➤ One exhaust fan will be provided in power pack cabin.</li> </ul>	

	<ul style="list-style-type: none"> <li>➤ Talk back system coupled with speaker for communication from operator cabin to operational area (Industry Standard).</li> <li>➤ Switch Board of size 400 mm x 300mm, 5 Amps &amp; 16 Amps switches and plugs sockets with 220+10 VAC to DC converter with a changeover switch for generator power supply should be provided.</li> <li>➤ All auto electrical sub-assemblies would be ISI standard / Equivalent ISI standard and its adherence to technical specification.</li> <li>➤ Parking sensor to be provided for easy maneuverability of the unit.</li> </ul>	
4.5	<u>Painting:</u> The 'Truck Mounted Hydraulic Wire line Winch Unit' will be grit blasted, zinc coated, primed with epoxy and painted to single / double color deep green with OIL logo.	
4.6	<u>Manual and P&amp;ID:</u> <ol style="list-style-type: none"> <li>I. Operational manual of the unit with categorical steps to operate the unit by an operator along with the functionality for each control switches, etc. and the operating range of the control parameters to be provided.</li> <li>II. Suppliers should supply OEM's operation, maintenance manuals of supplied models of Engine, Chassis, Pumps and all other sub-assemblies their corresponding spare parts list.</li> <li>III. Complete hydraulic schematic of the unit indication all components with make and part number.</li> <li>IV. Electrical circuit diagram of engine, engine-chassis interface and chassis, specific to the make / model supplied in the units should be provided (optional/ if available). Electrical, pneumatic and hydraulic schematic for operator panel should be provided, if available and provided with unit chassis without extra cost.</li> <li>V. The layout diagram of each system must enlist the components in it along with technical detail (Nomenclature).</li> </ol>	



	<p>VI. All the components should also have nameplate embossed indicating original equipment manufacturer of these components, Make / Model their Part No., SI. No. and possible details as per industry standards. Wherever the mounting of the nameplate is not possible such detail must be made on layout sheet of the system in which the component is installed.</p> <p>VII. The O&amp;M manuals and the spare part lists (2 sets) to be provided in hard copy as well as in a soft copy.</p> <p>VIII. The layout diagram of the total unit depicting the dimensions (length, breadth &amp; height) and weight and the suppliers certificate mentioning all these details to be submitted.</p> <p>IX. All manuals should be in ENGLISH language only both in Hard copy and soft copy.</p> <p>X. The manuals supplied should specific to the make / model of the equipment / part / components supplied in the units. In case a comprehensive OEM catalogue is supplied of the equipment / part / components, then the respective make / model of the equipment / part / components supplied in the units should be clearly marked / identified.</p>	
5.0	<p><b>Testing procedures for wireline unit</b></p> <p>A. Scope : These test procedures apply to Wire line unit.</p> <p>B. Purpose : To provide a standard test procedure.</p> <p>C. References / Requirements:</p> <p>a) Customer requirement as per supply order.</p> <p>b) All the equipment specified should be checked as per supply order for their make/ model and a certificate should be issued in this respect to purchase authority.</p> <p>A certificate should be issued to OIL before dispatch of the unit, showing compliance of the test procedures given below.</p>	
6.0	<p><b>Procedures:</b></p> <p><b>(A) Pre Start up</b></p> <p>i. All hoses and line connections should be leak proof.</p> <p>ii. Hydraulic pumps and motor should be checked and set for desired pressure and discharge.</p> <p>iii. The operation of the power take off (PTO) should be verified for correct backlash</p> <p><b>(B) Initial Start up</b></p> <p>i. Engine should be started and all relevant parameters</p>	

	<p>pertaining to engine and transmission should be checked.</p> <ul style="list-style-type: none"> <li>ii. Hydraulic pressure should be set.</li> <li>iii. All controls should be function tested.</li> <li>iv. All hydraulic motors should be function tested and shaft speed should be recorded to verify specified speeds.</li> </ul> <p><b>(C) ) Operational check out for engine</b></p> <ul style="list-style-type: none"> <li>i. Power switch should be turned on and all meters should be verified.</li> <li>ii. Engine speed should be confirmed from tachometer reading.</li> <li>iii. Control of engine throttle should be verified.</li> <li>iv. Proper operation of drive clutch &amp; control should be verified.</li> </ul> <p><b>(D) Functional check up</b></p> <ul style="list-style-type: none"> <li>i. All components of the units should be checked for maximum operating parameters at optimum condition.</li> <li>ii. All control systems should be functionally checked for proper display Temperature parameters should also be checked for engine / transmissions / hydraulic systems and should be within permissible limit.</li> </ul>	
7.0	<p><b>Scope of Work for RTO Registration, Installation &amp; Commissioning of wireline winch.</b></p> <ul style="list-style-type: none"> <li>➤ Supplier shall be responsible for the Temporary registration of the Trucks/carrier as well as for the Motor vehicle Insurance Certificate till delivery of the vehicle.</li> <li>➤ On receipt of the vehicles as per the purchase order and documents required for permanent registration, Oil India Limited shall apply for permanent registration of the vehicles at the office of the local District Transport Office (DTO). On receipt of the government Registration Number, Oil India Limited shall inform the Registration Number to the supplier. The supplier shall supply the High Security Registration Plate (HSRP) through the Original Equipment Manufacturers of motor vehicle/ dealer/any one of the agencies authorized by the Government of India/Assam to issue the High Security Registration Plate (HSRP) enabling the DTO to issue Permanent Registration Certificate for the vehicle as required for road drive of the vehicle.</li> <li>➤ After completion of the Permanent registration of the vehicles, OIL will inform the supplier &amp; the supplier has to complete the Installation &amp; Commissioning of wireline winches within 30 days from date of such</li> </ul>	

	<p>intimation. The supplier will be held responsible for delay in completion of any such commissioning and in case of default; Liquidated Damage clause shall be made applicable.</p> <ul style="list-style-type: none"> <li>➤ The supplier will be responsible for the complete commissioning of unit at a suitable well site of OIL.</li> <li>➤ Supplier will provide expert for demonstration of operating system of the unit and carry out two slick line jobs. One day is sufficient for carrying one slick line job in normal conditions. But if unit is not performing as per tender conditions, OIL will not responsible for extra time for performing the job, and it will be on account of supplier.</li> <li>➤ Special tools or tackles if required for Commissioning and maintenance of unit will be arranged /supply by the supplier.</li> <li>➤ Commissioning of the equipment has to be done within 100 km radius of Asset location, for which OIL will be responsible for wire line tools, consumable items transportation of unit and rigging up &amp; installation.</li> <li>➤ Required Diesel Oil for the prime mover (truck) and the Winch &amp; power pack Unit for carrying out the scope of work of installation and commissioning specified in the tender specifications along with first fill of oil / hydraulic oil / lubricants and any other item / consumable required shall be in the scope of the bidder.</li> </ul> <p><b>DETAILS OF OFFERED VEHICLE IN VAHAN DATABASE:</b> The bidder/supplier shall ensure that, the vehicle manufacturer shall enter the vehicle details in the portal "VAHAN" of Ministry of Road Transport &amp; Highways (MoRTH), Government of India in accordance with Motor Vehicle Act, 1988 &amp; Central Motors Vehicles Rules, 1989 of India prior to delivery of the vehicle. Bidder/supplier shall also ensure adherence to any subsequent revisions to the referred requirements that may be issued in future by Ministry of Road Transport &amp; Highways (MoRTH), Government of India. The bidder shall categorically confirm compliance of the same in the technical bid.</p>	
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## **AB: SPECIAL NOTES TO BIDDERS.**

1) The items shall be brand new, unused and prime quality. Bidder shall warrant (In the event of order) that the product supplied will be free from all defects & fault in material, workmanship and manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from the date of dispatch/shipment or 12 months from the date of commissioning of the items. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. Bidders must confirm the same while quoting.

2) The bidder shall provide brochures and technical literature for the equipment along with the technical bid.

3) Bidder shall provide an additional list of critical spares along with the part nos and price details for carrying out trouble free operation and maintenance of the unit for at least 2 years along with the technical bid. **Cost of these spares will not be considered for price evaluation.**

4) Unitization & completion: The unit shall be fully assembled, unitized and completed as per best industrial practice. Each wireline winch shall bear unique identification number. The Manufacture shall emboss the identification number & OIL Purchase Order number on the winch in a suitable place. The bidder to confirm the same in technical bid.

5) Workmanship: The bidder to confirm the followings in the technical bid.

- a) Workmanship shall be of good quality and appearance.
- b) Welds shall be of good quality and of sufficient strength.
- c) Flame cut edges shall be ground smooth. Sharp corners and edges to which operators and mechanics are vulnerable shall be ground smooth.
- d) Bolt holes shall be drilled (not torch cut)

6) Noise Level: Noise level for the complete unit in running condition shall not cross 90dB. The bidder to confirm the same in technical bid.

7) The bidder shall enclose comprehensive list of intended deviations from the technical specifications, if any, clearly highlighting the reasons thereof, along with the technical bid. But OIL reserves the right for acceptance or rejection of the deviation(s).

8) Packaging & Shipment: The bidder to confirm the followings in the technical bid.

- i) All operating oils, coolants and other operating fluids will be drained prior to shipment.
- ii) All fixtures to ship complete with the unit.

9) Documents & Reports: The bidder to confirm in the technical bid that in the event of placement of order, the following manuals & documents shall be provided along with the materials. COMMISSIONING OF THE UNIT SHALL NOT BE

CONSIDERED AS COMPLETE UNTIL & UNLESS ALL ABOVE PRINTED DOCUMENTS/ MANUALS / CATALOGUES ARE SUPPLIED.

i) 2(Two) sets of printed operating manual, Spare Parts Catalogue and Workshop & Service Manual for all components / systems of winch like engine, transmission, axles, brakes, suspension, with complete engineering schematics shall be supplied against each Equipment.

ii) 2(Two) copies of all relevant test and quality control certificates of the manufacturing and testing of all unit functions and parameters shall be supplied.

iii) 2(Two) sets of all relevant test and calibration certificate for each instrument shall be supplied along with the unit.

10) THIRD PARTY INSPECTION (TPI):

a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. **ALL COST TOWARDS THE ENGAGEMENT OF THIRD PARTY INSPECTION AGENCY SHALL BE BORNE BY OIL. BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER.** However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.

b) Bidder shall clearly indicate in the Technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.

c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/ manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.

d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.

e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.

- f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.
- g) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.
- h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.
- i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.
- j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to Purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.
- k) Additionally, engineers/representatives from OIL may also visit the supplier's premises for inspection of the order. The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL representatives/engineers may demand for any test or examination required at supplier's premises.
- l) Third party inspection of items will be carried out by any of the TPI agencies indicated below. The details of Third party inspection agency shall be provided after placement of Purchase order:
- i) M/s Lloyds.
  - ii) M/s Bureau Veritas
  - iii) M/s RITES
  - iv) M/s I.R.S
  - v) M/s Tuboscope Vetco (To be considered after opening of office in India).
  - vi) M/s DNV-GL

#### 10.1 SCOPE OF 3RD PARTY INSPECTION:

- (i) Witness the manufacturing and assembly.
- (ii) Witness the functional and performance tests.
- (iii) Review of inspection procedure.
- (iv) Review of tests and documents related to all components of equipment.
- (v) Any other requirement of the inspection agency to satisfy of the equipment as per applicable standards.

## 11) Inspection by OIL:

### a) Pre shipment inspection:

Pre shipment inspection shall be carried out for each lot as per delivery schedule by representative of OIL at manufacturing site after accomplishment of Third Party Inspection (TPI). The supplier shall inform OIL at least 2 (Two) weeks ahead for such inspection to enable OIL to send its inspectors. OIL shall depute its personnel for Pre shipment inspection within 25 days of receipt of inspection call from supplier.

The supplier has to arrange for inspection of the unit by a team of 3 (Three) OIL's engineers. OIL will bear the expenses towards traveling and accommodation etc. of the OIL's inspection team. The Inspection cum Acceptance process would include the following minimum steps/tasks but not limited to -

i) Physical verification / inspection of all the items / fittings / accessories including all Parts Catalogue, Maintenance & Service Manuals, Final Chassis Built Up/winch Record documents, etc. The supplier shall arrange driver/operator, weighing facility and any other infrastructure during the process of inspection as and when required.

ii) Functional & load testing of the winch.

iii) Supplier shall have to take note of any minor modification/s for operational requirement suggested by the inspector and comply with the same at no extra cost.

iv) The inspection report shall be prepared at the end of the inspection and jointly signed by both the parties.

v) Supplier shall confirm in writing compliance of all the points raised in the inspection report as well as any other subsequent additions/changes, following deliberation with the inspector after arrival at Duliajan.

vi) Supplier shall dispatch only on receipt of OIL's dispatch advice.

### b) Joint Inspection on arrival of Materials:

I. After Receipt of Equipments, the supplier will send representative/ Service Engineer for refilling of engine Oil, Gear Oil and fuel & carry out functionality test of equipments before deployment for field operation. On receipt of the equipments by OIL, the supplier will be intimated to depute their representative/Service engineer. The supplier shall depute their representative/ service Engineer within 15 days after receipt of official intimation.

II. The representative/Service Engineer shall have to provide practical demonstration to operating personnel of OIL regarding safe operating procedure & maintenance of equipments.

12) Installation and commissioning & Performance Guarantee:

i) Installation and commissioning of the complete unit shall be carried out by the supplier at well site at Assam, India. Each unit shall be considered as commissioned after 3 (three) successful field operations. Individual unit shall be put in to 3 (three) field trials separately and there will be total 09 (nine) field operations for 03 (three) winches.

OIL shall call supplier within 2 weeks after receipt of materials to depute their representative/ service Engineer to Duliajan for Installation and commissioning. Supplier shall complete Installation and commissioning within 30 days of their arrival at Duliajan.

ii) Bidders shall quote commissioning charges separately. Bidder shall quote for commissioning charges which should include to and fro charges, food & lodging and daily charges of the personnel. OIL will provide accommodation (on payment basis) subject to availability. OIL will provide local transportation to the commissioning personnel.

iii) The supplier is to provide performance guarantee of the entire unit for a period of one year effective from commissioning date of the same. Bidder to confirm the same in the technical Bid.

iv) The Bidder shall provide an undertaking to accept the Commissioning & Performance Guarantee clause along with the offer.

13) Training To Oil Personnel On Operation & Maintenance Of Hydraulic Winch:

The supplier shall have to provide training to OIL personnel in two phases -

- a) The supplier shall provide training to 6 (six) engineers/officials from Oil India Ltd. (one from each asset and two from Logistic department) for the supplied units at their training school / facility and all other requisite training facilities during pre-despatch inspection for a period of 1 (one) week. The supplier shall arrange comprehensive training on Operation & Maintenance, Troubleshooting and Working Principle of followings systems/items used in the unit amongst other relevant subjects:
- b) Engine and its Electronic Controller System.
- c) Closed Loop Hydraulic system

For training, to and fro expense and accommodation expenses of OIL's Engineers will be borne by OIL.

During installation and commissioning of the unit, the commissioning Personnel shall have to provide field training for a period of 03 (three) days to OIL Engineers and technicians on Maintenance, troubleshooting, Working Principle and repair/ replacement of different components of the unit.



Bidders shall quote Training charges alongwith Installation and commissioning in the price bid.

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**PRICE BREAK UP –****A) PRICE BREAK UP OF ITEMS WHOSE COST IS TO BE INCLUDED IN "GEM PRICE SCHEDULE".**

		Qty	Unit Price (In Rs) including GST	Applicable GST rate
2.11	Additional spares for winch unit			
3.4	Additional spares for Power pack			

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**B) PRICE BREAK UP OF ITEMS WHOSE COST IS NOT TO BE INCLUDED IN "GEM PRICE SCHEDULE".**

		Qty	Unit Price (In Rs) including GST	Applicable GST rate
	Additional list of critical spares for trouble free operation and maintenance of the units for at least 2 years			

Notes:

1. Price break up to be provided for above.
2. Bidders should fill up, sign and upload this price break up under "Financial documents" of GEM Priced bid only. The price breakup should not be uploaded under GEM Technical bid as it shall lead to rejection of the bid.

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

**BID REJECTION CRITERIA (BRC):**

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

**(A.1) BRC-TECHNICAL:**

**1.0 BIDDER'S QUALIFICATION CRITERIA:**

- 1.1 The bidder shall be the Designer & Manufacturer of Hydraulic Wireline Winch Unit.

OR

The bidder shall be a Dealer/Distributor of the Designer & Manufacturer of Hydraulic Wireline Winch Unit.

- 1.2 (a) The Designer & Manufacturer shall be in business of manufacturing of Hydraulic Wire Line Winch Unit for last five (05) years prior to BCD of this tender.

Documentary evidence to substantiate manufacturing experience must be submitted in the form of self – certified copy which should be on the letter head and duly signed and sealed by CEO/CFO/any other person who holds the Power of Attorney of the company or by the statutory Auditor. A copy of Power of Attorney shall also be submitted for the same.

b) Bidders other than Designer & Manufacturer of Hydraulic Wireline Winch Unit must submit a valid Authorization letter and back-up warranty from the Designer & Manufacturer as per format enclosed vide **APPENDIX-B1**. The Authorization letter must be duly sealed & signed by the Designer & Manufacturer on their official letter head clearly mentioning the status of the Bidder.

c) The Dealer/Distributor shall categorically confirm in their technical bid that the offered Designer & Manufacturer of Hydraulic Wireline Winch Unit will not be changed after submission of the bid.

- d) The bidder shall submit the following documents along with the bid:
- (1) General Layout & load distribution of the unit on the chassis.
  - (2) Typical hydraulic circuit of the unit.
  - (3) Power flow and distribution diagram of the unit
  - (4) Control panel design (dimension, components & wiring diagram).

## **2.0 BIDDERS' EXPERIENCE:**

- 2.1 In case the Bidder is the Designer & Manufacturer of Hydraulic Wireline Winch Unit, the bidder shall have the experience of successfully executing at least 01(one) similar order for 50% (to be rounded off to next higher integer) of the tender quantity i.e. 2 Nos of similar Hydraulic Wireline Winch Units in last five (05) years preceding the bid closing date of this tender to any E&P company or service provider to an E&P company, either by themselves or through their dealer/distributor and documentary evidences in this regard must be submitted along with the Technical Bid as per para 2.3.
- 2.2 In case the Bidder is a **Dealer/Distributor of the Designer & Manufacturer** of Hydraulic Wireline Winch Unit, the following criteria shall be met by the Bidder:
- i) The Bidder as a Dealer/Distributor shall have the experience of successfully executing at least 01(one) similar order for 50% (to be rounded off to next higher integer) of the tender quantity i.e. 2 Nos of similar Hydraulic Wireline Winch Units in last five (05) years from the bid closing date of this tender to any E&P company or service provider to an E&P company.
- The bidder's experience of successful execution of the Hydraulic Wireline Winch Unit as above in clause 2.2 (i) where the Designer and Manufacturer is other than the offered Designer & Manufacturer of the tendered item will also be accepted.
- ii) The Designer & Manufacturer must meet the experience criteria set out in para 2.1 above and documentary evidences in this regard must be submitted along with the Technical Bid as per para 2.3.

Note: Similar Order means order for Hydraulic Wireline Winch Unit.

## **2.3 NOTES TO BIDDER REGARDING EXPERIENCE CRITERIA**

- 2.3.1 The following documentary evidence to substantiate above experience records (2.1 and 2.2, as applicable) of the Bidder must be submitted along with the technical bid, failing which the Bid shall be treated as incomplete and rejected:

- (a) Copy of Purchase order(s)/contract(s) awarded by Client(s)

(b) True copies of Original Signed and sealed Completion report/performance certificate from the clients (on Client's/User's official letter head with signature & stamp) duly notarized by Government Notary.

**OR**

Copy of Bill of Lading / LR

**OR**

Copy of Consignee delivery receipts/challans

**OR**

Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules

**OR**

Copy of Commercial Invoice/Payment Certificate

(c) Any documentary evidence that proves the successful supply of item and Completion/Service utilization certificate from the client (on Client's/User's official letter head with signature & stamp).

2.3.2 In case experience credentials are submitted for past supply to a service provider, the submitted documents (as per para 2.3.1) should clearly indicate name of the E&P Company for which the Hydraulic Wireline Winch Unit has been utilized.

**OR**

A declaration from the service provider (on their official letter head with signature & stamp) is required to be submitted stating the name of the E&P company for which the Hydraulic Wireline Winch Unit has been utilized for providing service.

**AND**

A declaration from the E&P company (on their official letter head with signature & stamp) is required to be submitted stating the services for which the supplied Hydraulic Wireline Winch Unit has been utilized.

2.3.3 The date of purchase order(s)/contract(s) need not be within five (05) years preceding the original bid closing date of the Tender, but execution/ supply of required quantity must be within five (05) years preceding the original bid closing date of this tender.

2.3.4 The service provider to an E&P company shall mean company who has bought the Hydraulic Wireline Winch Unit and has provided service to an E&P company utilizing the Hydraulic Wireline Winch Unit.

2.3.5 In case of extension to the scheduled Bid Closing date of this tender, if any, the Original Scheduled Bid closing Date shall be considered for evaluation of Bids.

2.3.6 Against all supporting documents submitted by the bidder along with the technical bid, originals must be kept ready and to be produced for verification of OIL, if called for.

**3.0 The items of the tender are non-splitable, hence all 3 Nos of Hydraulic Wireline Winch Unit shall be procured from same L1 (lowest) bidder.**

**(A.2) BRC - FINANCIAL:**

1.0 The bidder shall have an annual financial turnover from Operations equal to minimum **INR 334.00 Lakhs** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

{Annual Financial Turnover of the bidder from operations shall mean -"Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91) . }

**2.0** "Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.

{ Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation". }

3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking **(PROFORMA - 6)** certifying that 'the balance sheet/Financial Statements for the financial year (as applicable) has actually not been audited so far'.

**Note:**

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in **(PROFORMA – 7)**

OR

ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

5.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted:

(i) Turnover of the parent/ultimate parent/holding company should be in line with Para A.2 (1.0) above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2.0) above

(iii) Corporate Guarantee (PROFORMA - 8) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

(iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

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**Format of Authorization & Backup Warranty by Designer & Manufacturer to  
Dealer/Distributor**

(To be typed on the letter head of the Designer & Manufacturer)

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Authorization & Backup Warranty**

**Ref:** Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_

To,  
HOD-Materials  
Materials Deptt,  
OIL, Duliajan

**Sir,**

We, M/s..... (Name & address of the **Designer & Manufacturer**) hereby authorize M/s..... (Name & address of the Bidder) to submit their Bid against Tender No..... floated by OIL INDIA LIMITED (OIL) for supply tendered goods, which will be manufactured by us. As we do not participate directly against such tendering process, we authorize M/s. .... (name of the Bidder) to participate as our Dealer/Distributor (strike out whichever is not applicable) against the tender.

We hereby guarantee the supply through M/s..... (name of the Bidder) in the event of placement of purchase order by OIL and shall provide all back-up supports as may be necessary including for the quality & workmanship of supplied materials.

This authorization and back-up warranty shall remain valid throughout the execution by M/s. .... (Name of the Bidder) including the defect liability period, in the event of an order by OIL on them.

Yours faithfully,  
For ( Name of the Designer & Manufacturer)

Name & Signature of Authorized signatory:

Designation :

Phone No.

Place :

Date :

Seal of the Designer & Manufacturer:

\*\*\*\*\*



**A. TECHNICAL CHECKLIST:**

N/A.

**B. COMMERCIAL CHECKLIST:**

<u>Sl No.</u>	REQUIREMENT	COMPLIANCE
1.0	Whether quoted as manufacturer?	Yes / No
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	Yes / No
2.1	If quoted as OEM Dealer / Supply House. (a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	Yes / No
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
2.3	<b>Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.</b>	Yes / No
2.3.1	<b>Name and details of the company to whom the bidder has successfully executed orders / contracts for atleast 50% of the tendered quantity as per Experience criteria clause of BRC-Technical.</b>	
2.3.2	<b>Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)</b>	Yes / No
2.3.3	<b>Whether Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron &amp; Steel Products (FORM-1) and other documents has been submitted as per APPENDIX-A2 "POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON &amp; STEEL PRODUCTS".</b>	Yes / No
2.3.4	As per BRC clause 8.0, whether you have submitted the self-certification regarding domestic value addition in Iron & Steel products.	

2.3.5	Whether you have submitted certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made.	
3.0	Name of Manufacturer.	
4.0	Place of Despatch.	
5.0	Local content amount and percentage. Details of locations at which the local value addition is made.	
6.0	Whether you are quoting under PP-LC or MSME policy.	
7.0	Whether Integrity Pact with digital signature uploaded (if applicable as per Additional Terms and Conditions ) ?	
7.1	Whether all the clauses in the Integrity Pact have been accepted?	
8.0	Name, Address, Phone No & E-mail id of Bidder.	
8.1	Bank details of Bidder.	
9.0	<b>Whether indicated 'Local Content' required as per PPLC Policy?</b>	
9.1	<b>Whether indicated the import content in Price Bid?</b>	

.....

**SPECIAL NOTES TO BIDDERS:**

1.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @ 12 % (for indigenous bidder) will be applicable as per Govt. Policy in vogue.

**2.0 Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 1 month prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.**

3.0 Bidder to categorically confirm under which policy i.e. PP-LC or MSME or DPIIT-MII, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. No benefit will be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

In case of tenders for Iron & Steel products as per DMI & SP policy, only the eligible bidders meeting the requisite criteria as per the DMI & SP policy shall be considered for further technical evaluation. Availing the benefit of Purchase Preference and awarding of eligible tendered quantity after price matching shall be considered based on Bidder's declaration of availing of PP-LC or MSME policy only.

4.0 OIL's Reference No. PR = 1628679. Kindly quote this reference number for all correspondence with OIL.

5.0 The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment/ dispatch or 12 months from the date of receipt of the items, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.

6.0 Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.

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

Payment towards applicable TCS u/s 206C (1H) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

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

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

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of Income tax Act, 1961.

## 8.0 PERFORMANCE SECURITY

Performance Security: Performance Security @ 3.0 % of PO value shall be submitted after receipt of PO. Validity of the performance security shall be 03 (three) months beyond the PO warranty period.

Additional Performance Security for PP-LC policy benefit: In Case the bidder seeks benefits as per PP-LC policy and the PO is awarded based on PP-LC policy benefit, then the bidder shall have to submit additional Bank Guarantee (format enclosed as PROFORMA-XIV) equivalent to 10 % of Total PO value towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC. The Additional Performance Security must be valid for 3 (three) months beyond the Warranty period indicated in the Purchase Order/contract agreement.

8.1 Unless otherwise specified, the Seller shall furnish Performance Security to Purchaser in the form of a Bank Guarantee/Letter of Credit/ Demand Draft within 30 days of notification of purchase order/contract for the value and validity as per terms of Purchase order/contract. Performance Security shall be strictly as per the format prescribed vide **PROFORMA-3** to this document.

8.2 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

- 8.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.
- 8.4 Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.
- 8.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.
- 8.6 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2017.
- 8.7 The Performance Security specified above must be valid for three (3) months beyond the Warranty Period (if any) indicated in the Purchase Order/Contract agreement. The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.
- 8.8 The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.
- 8.9 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2017
- 8.10 In case, the Performance 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 LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2017. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.
- 8.11 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:

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) 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	
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

The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

- 8.12 In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.
- 8.13 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (3% of annualized contract value valid for three months beyond entire execution period).

#### 9.0 Unloading For all other bulky items to be floated in GeM:

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF ITEMS ONLY. Supplier shall depute adequate crew, who has experience of unloading of items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.

10.0 No Bid Security /Earnest Money Deposit (EMD) shall be applicable till 31.12.2022. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed PROFORMA - 1 along with their Technical bids.

#### 11.0 PRICE BREAK UP -

**Bidders should fill up, sign and upload the price break of items (as detailed in Annexure -II) under "Financial documents" of GEM Priced bid only. The price breakup should not be uploaded under GEM Technical bid as it shall lead to rejection of the bid.**

#### 12.0 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):

12.1 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.

12.2 Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.

12.3 Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

(I) WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY:

A)	To concerned finance official of Oil India Limited	i) Bill in original + one copy. ii) Copy of the C-Note/RR. iii) Copy of Mill Inspection Certificate, if any. iv) Copy of Third-Party Inspection Certificate, if any. v) Copy of Delivery Challan. vi) TPI Declaration as per Proforma C enclosed. (Original). vii) Copy of Tax Invoice. viii) Copy of packing list. ix) Documentary evidence of payment of Customs Duty, if any.
B)	To concerned Receiving section official of Oil India Limited	i) Clear Consignee copy of RR/C-Note-Original+1 copy. ii) Copy of Tax Invoice. iii) Delivery Challan (Original). iv) Packing list (Original). v) Mill inspection certificate, if any (Original). vi) Third Party Inspection certificate, if any (Original). vii) TPI Declaration as per Proforma C Enclosed-One Copy. viii) Warranty Certificate (Original).
C)	To concerned Purchase section official of Oil India Limited	One set consisting copies of all the documents as mentioned in (B) above.

Note: Where payment term is after receipt and acceptance of materials, the complete

set of documents meant for Chief General Manager (A/P) as indicated in para 29.3 (I) (A) should be submitted to Dy. General Manager Materials (Receiving).

### **13.0 Restrictions on procurement from a bidder of a country which shares a land border with India.**

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

**Bidders must submit duly sealed & signed undertaking as per format provided vide, "PROFORMA - 5" along with the technical bid.**



I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

#### Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

#### Explanation –

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their

shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

7. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

#### **14. APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

" Banning Policy dated 6th January, 2017 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."

15. 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.

## **16. INTEGRITY PACT FOR TENDERS VALUING MORE THAN RS 50.00 LAKHS.**

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-10 of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

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

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

SHRI OM PRAKASH SINGH, IPS (Retd.),,  
Former DGP, Uttar Pradesh  
E-mail: Ops2020@rediffmail.com

DR. TEJENDRA MOHAN BHASIN, Former Vigilance Commissioner, CVC  
E-mail: tmbhasin@gmail.com

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.

## **17. 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, officers, 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.
- (iii) 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.

Note:

- (i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).
- (ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

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**PROFORMA - 1**

**BID SECURITY DECLARATION**

To,

M/s. Oil India Limited

.....,  
.....

Sub: .....

Tender No:.....

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have submitted our offer/bid no.....

We, M/s. ....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

(i) fail or refuse to execute the Contract, if required, or

(ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.

(iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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\_\_\_\_\_

**PROFORMA – 3**

**PERFORMANCE SECURITY FORM**

To:

**M/s. OIL INDIA LIMITED,  
MATERIALS DEPARTMENT**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

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

B. Controlling Office:

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

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: \_\_\_\_\_

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\_\_\_\_\_

**Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India**

(To be typed on the letter head of the bidder)

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

OIL INDIA LIMITED

MATERIALS DEPARTMENT, DULIAJAN, ASSAM, INDIA

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note : This form should be returned along with offer duly signed.

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**PROFORMA – 6**

**FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA**

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

Tender No.: \_\_\_\_\_

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

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

Place :.....

Date :.....

Signature of the authorized signatory

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

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**PROFORMA - 7**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

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

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**PROFORMA – 8**

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

**(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

**DEED OF GUARANTEE**

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

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the

preceding 03(three) financial/accounting years reckoned from the original bid closing date.

3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD ..... during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.

4. Net worth of the Guarantor is positive for preceding financial/ accounting year.

5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

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

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

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

for and on behalf of  (Parent/Ultimate Parent/ Holding Company) (Delete whichever not	for and on behalf of  (Bidder)
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<p>applicable)</p> <p>Witness:</p> <p>1.</p> <p>2.</p>	<p>Witness:</p> <p>1.</p> <p>2.</p>
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**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To,  
Oil India Limited

\_\_\_\_\_  
\_\_\_\_\_  
India

Dear Sirs,

1. In consideration of \_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy \_\_\_\_\_ (linked with \_\_\_\_\_ Local \_\_\_\_\_ Content).

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words)

\_\_\_\_\_ ) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, out liability under this



Guarantee is limited to Indian Rs. in figures) \_\_\_\_\_ (Indian Rupees) (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_(indicate the date of expiry of bank guarantee). Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

WITNESS NO.1

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(in legible letters)  
With Bank

WITNESS NO.2

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

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\_\_\_\_\_

## **INTEGRITY PACT**

Between

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

And

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

### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

### **Section: 1 -Commitments of the Principal**

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

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (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 or the contract execution.
- (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/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (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/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) **Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.**

- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (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/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. **Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.**

#### **Section 4 -Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be

disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

#### **Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. **However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.**
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact

on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

### **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. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

..... <b>For the Principal</b>  Date :  Place :	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
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**PROFORMA-C**

**Declaration Certificate**

**By**

**Third Party Inspector**

**(OIL Approved wherever TPI inspection is required)**

This is to certify that following material and quantity offered to us for inspection by M/s..... has been inspected by us as per scope of inspection mentioned in purchase order no..... Dated ..... of OIL INDIA LTD and cleared by us for despatch to the Purchaser.

Material:

Quantity Passed:

Certificate No.:

Issued by us.

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Signature of Third Party  
Seal

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\_\_\_\_\_