

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-05-2023 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-05-2023 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
Total Quantity/कुल मात्रा	12
Item Category/मद केटेगरी	POWER DISTRIBUTION HUT (Q3)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	150 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes

Bid Details/बिड विवरण	
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Stage-wise Inspection
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	598663

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

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

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

Beneficiary/लाभार्थी :

Senior Purchase Officer-IP
Oil India Limited, OIL INDIA Limited, OIL INDIA Limited, Ministry of Petroleum and Natural Gas Bank Name: ICICI BANK LTD, Branch Name: DULIAJAN, Branch Address/; KUNJABHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602, IFSC Code: ICIC0000213, Unique identifier code (Field 7037): OIL503988890, Swift Code:ICICINBBXXX.
(Devansh Sharma)

Splitting/विभाजन

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

Reserved for Make In India products

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

3. 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.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. 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.

POWER DISTRIBUTION HUT (12 the number pi)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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

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

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	10.04%
Number of days allowed for ICT after site readiness communication to seller	90 Days/दिन

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	12	305

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	BRC,Technical Specification & Annexures View	BRC,Technical Specification & Annexures	POWER DISTRIBUTION HUT(12)

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

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

1. Generic

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

2. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

3. Purchase Preference (Centre)

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% 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 percentage of 100% of total value.

4. Scope of Supply

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

5. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 21 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 21 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

6. **Generic**

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

AT VARIOUS PLACES WITHIN 200-300 Km radius of
OIL INDIA LTD.
DULIAJAN
DIBRUGARH-786602
ASSAM
.

7. **Generic**

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
Applicable Concessional rate of GST :

12
%

Notification No.and date :
8/2022 - Integrated Tax (Rate)
dated
13/07/2022

8. **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."

9. **Generic**

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

10. **Generic**

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

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

11. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

12. **Warranty**

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

13. **Inspection**

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

14. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Oil India Limited
Account No.
10494832599
IFSC Code
SBIN0002053
Bank Name
State Bank of India
Branch address
Duliajan
.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

15. **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](#)

16. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1.0 Bidders must provide Technical Catalogues / leaflets/ Technical literature showing that the offered items /equipment meets the specifications mentioned for items in this Tender (Bid Document). **Additionally, bidders to upload the duly signed document as attached in Buyer added bid specific additional scope of work by mentioning Complied or Remarks (if any) against each clause.**

BID SECURITY-The Original Bid Security (If submitted in the form of Bank Guarantee) shall be submitted manually in sealed envelope super scribed with tender no. and due date to: **GM- MATERIALS, MATERIALS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN- 786602, ASSAM, Kind Attention: Devansh Sharma, Senior Purchase Officer-Materials (IP)** and should reach within 7 days of Bid opening i.e. by 13:00 hrs of 10.05.2023. Bid security (EMD) if in form of BG should be valid for **45 DAYS BEYOND THE BID VALIDITY**, reckoned from the original bid closing date.

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

3.0 Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.

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

(i) Udyam Registration Number with Udyam Registration Certificate.

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

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

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

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

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

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

5.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED (OIL): Banning Policy Revised on 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F. 1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

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

6.0 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

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

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

- b) **Monday to Friday:**
(i) Slot-1: 08.00 AM to 10.00 AM
(ii) Slot-2: 12.30 PM to 02.00 PM
- c) **Saturday:** 08.00 AM to 10.00 AM

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

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

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

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

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

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

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

11.0 SET-OFF

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

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---

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
A.1 TECHNICAL CRITERIA:		
1.0	<p>The bidder shall be a fabricator of Power Distribution Hut or any one/ combination of the following similar items:</p> <p>HT or LT panels/ Drilling Rig DC/VFD Power Control Room/ Drilling Rig AC Power Control Room and shall have the credentials of supplying the same in the past.</p> <p><i>Documentary evidence to substantiate as above 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.</i></p>	
2.0	<p>(A) In addition to above, Bidders should have experience of Manufacturing, supply and Installation& commissioning of at least 50% of tender quantity i.e. Six nos. of Power Distribution Hut or any one/ combination of the following items within last five (5) years reckoned from the original bid closing date:</p> <p>HT or LT panels/ Drilling Rig DC/VFD Power Control Room/ Drilling Rig AC Power Control Room.</p> <p>Note: Bidders can have experience of Manufacturing, supply and Installation& commissioning of minimum Six (6) nos. of power distribution hut or any similar item (details above) in a single order or Multiple orders within last five (5) years reckoned from the original bid closing date.</p>	
	<p>(B) Documentary evidence to substantiate manufacturing, supply and Installation & commissioning must be submitted in the form of copies of relevant Purchase Order(s) and anyone of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:</p> <p>a. Satisfactory supply / completion (OR)</p> <p>b. Bill of Lading, Commercial Invoice / Payment Invoice (OR)</p> <p>c. Consignee receipt delivery receipt (OR)</p> <p>d. Central Excise Gate Pass/Tax Invoice issued under relevant</p>	

	<p>rules of Central Excise/ VAT/GST.</p> <p>e. Any other documents to the satisfaction of OIL which shall prove that the bidder has successfully executed such order (s).</p> <p>Note:</p> <p>i) For para 2.0 (A), the Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender.</p> <p>However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.</p> <p>ii) Satisfactory supply/completion and Installation & commissioning report (if submitted) should be issued on client's official letterhead with signature and stamp.</p>	
A.2 FINANCIAL CRITERIA:		
1.0	<p>The bidder must have annual Financial Turnover from Operations equal to or more than Rs.150 Lakh in any of the preceding 3 (three) financial /accounting years reckoned from the original bid closing date as per the Audited Annual Reports.</p> <p>[Annual Financial Turnover of the bidder from operations shall mean –</p> <p>“Aggregate value of the realization of amount made from sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year” as per Companies Act, 2013 Section 2(91).]</p>	
2.0	<p>The "Net Worth" of the bidder must be positive for the financial / accounting year preceding to the original bid closing date of the tender.</p> <p>[Net worth shall mean: “Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss – Reserves created out of write back of depreciation and amalgamation”.]</p>	

3.0	<p>Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking (refer PROFORMA- 1) certifying that 'the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited so far'.</p> <p>Note:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA – 2.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>	
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4.0	<p>In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:</p> <ul style="list-style-type: none"> i) Turnover of the parent/ ultimate parent/ holding company should be inline with requirement. ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with the requirement. iii) Corporate Guarantee (as per PROFORMA-3) on parent / ultimate parent / holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them. iv) Document of subsidiary company being 100%owned subsidiary of the parent/ ultimate parent/ holding company. 	
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	ANNEXURE – C GENERAL NOTE TO BIDDERS	
SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
1.0	Bidders shall submit their offer mentioning pointwise compliance / noncompliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, Specifications etc. should be clearly highlighted specifying justification in support of deviation.	
2.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications.	
3.0	The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @ 12% will be applicable as per Govt. Policy in vogue. Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate at least 45 days 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.	

4.0	<p>Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DLE-16062021-227649 dated 16th June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <p>Udyam Registration Number with Udyam Registration Certificate.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</p>	
5.0	<p>It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February, 2023 (order- Public Procurement no.4) has proclaimed Requirement of registration under Rule 144(xi) of the General Financial Rules (GFRs), 2017. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed Annexure-N of this tender. In this respect, the format of Undertaking to be submitted by the bidders is given vide EXHIBIT-I & EXHIBIT-II of this tender</p>	

6.0	<p>Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 informed that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG. Bidders are requested to go through the policy and take note of the following while submitting their offer.</p> <p>1. Certification and Verification</p> <p>Only Class I suppliers meeting the minimum Local content of 50% against this tender are eligible.</p> <ul style="list-style-type: none"> • The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract. • In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content. • However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable. <p>(i) <u>After Contract Award</u></p> <ul style="list-style-type: none"> • The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract. • In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content. • However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary 	
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	<p>is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.</p> <p>1. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.</p> <p>2. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.</p> <p>3. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.</p> <p>4. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.</p>	
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7.0	<p>TAX COLLECTIBLE AT SOURCE (TCS): Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.</p> <p>Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:</p> <p>a) TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and</p> <p>b) Total supply of goods to OIL in FY (As applicable) exceeds Rs. 50 Lakh and TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and</p> <p>d) TCS certificate as provided in the Income Tax Act will be issued to OIL in time.</p> <p>However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.</p> <p>The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.</p>	
8.0	<p><u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u></p> <p>Banning Policy revised on 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal</p> <p>with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.</p> <p>The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/Award of Work.</p>	

9.0	<p>At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.</p>	
10.0	<p>The tender has been floated in GeM portal under Single Stage Two Bid System.</p> <p>Therefore, bidder must not disclose their prices in their technical offer. The technical bid shall contain all techno-commercial details except the prices/costs. Bidder must note that disclosure of price in technical bids shall lead to rejection of the offer.</p>	
	<p>The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-IP of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL's Independent External Monitors at present are as under:</p> <p>DR. TEJENDRA MOHAN BHASIN, Former Vigilance Commissioner, CVC E-mail: tmbhasin@gmail.com</p> <p>SHRI RAM PHAL PAWAR, IPS (Retd.), E-mail ID: rpawar61@hotmail.com</p> <p>SHRI OM PRAKASH SINGH, IPS (Retd.),, Former DGP, Uttar Pradesh E-mail: Ops2020@rediffmail.com</p> <p>In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this</p>	

	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.															
12.0	All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including freight, insurance, loading and unloading.															
13.0	<p>Submission of EARNEST MONEY DEPOSIT (EMD): Except exempted bidders all bids must be accompanied with earnest money deposit (also known as Bid Security) in the form of Bank Guarantee as per PROFORMA-5 or through online banking transaction i.e. NEFT/RTGS/IMPS. Bidders shall be required to submit/ upload the successful transaction details along-with their bid in addition to forwarding the details to dealing officer through email/ letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.</p> <p>(A) In case bidders remit their EMD/Bid Security amount online directly, then OIL’s bank details are as below-</p> <table><tr><th colspan="2">OIL’s Bank account Details</th></tr><tr><td>Name</td><td>Oil India Limited</td></tr><tr><td>Bank</td><td>State Bank of India</td></tr><tr><td>Branch</td><td>Duliajan</td></tr><tr><td>Account Number</td><td>10494832599</td></tr><tr><td>Account Type</td><td>Current</td></tr><tr><td>IFSC Code</td><td>SBIN0002053</td></tr></table> <p>The online payment of Bid Security amount should be received in OIL’s bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference.</p> <p>(B) In case EMD is in the form of ‘Bank Guarantee’ the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 7 days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.</p> <p>Bidders to submit the Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p>	OIL’s Bank account Details		Name	Oil India Limited	Bank	State Bank of India	Branch	Duliajan	Account Number	10494832599	Account Type	Current	IFSC Code	SBIN0002053	
OIL’s Bank account Details																
Name	Oil India Limited															
Bank	State Bank of India															
Branch	Duliajan															
Account Number	10494832599															
Account Type	Current															
IFSC Code	SBIN0002053															

	<p>(i)MT 760/MT 760 COV for issuance of bank guarantee. (ii)MT 760/MT 767 COV for amendment of bank guarantee.</p> <p>[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:</p> <table border="1"> <thead> <tr> <th colspan="3">Bank Details of Beneficiary</th></tr> </thead> <tbody> <tr> <td><i>A</i></td><td><i>Bank Name</i></td><td><i>ICICI BANKLTD.</i></td></tr> <tr> <td><i>B</i></td><td><i>Branch Name</i></td><td><i>DULIAJAN</i></td></tr> <tr> <td><i>C</i></td><td><i>Branch Address</i></td><td><i>KUNJABHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602</i></td></tr> <tr> <td><i>D</i></td><td><i>IFSC Code</i></td><td><i>ICIC0000213</i></td></tr> <tr> <td><i>E</i></td><td><i>Unique identifier code (Field 7037)</i></td><td><i>OIL503988890</i></td></tr> <tr> <td><i>F</i></td><td><i>Company name</i></td><td><i>Oil India Limited</i></td></tr> <tr> <td><i>G</i></td><td><i>Swift Code</i></td><td><i>ICICINBBXXX</i></td></tr> </tbody> </table> <p>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.</p>	Bank Details of Beneficiary			<i>A</i>	<i>Bank Name</i>	<i>ICICI BANKLTD.</i>	<i>B</i>	<i>Branch Name</i>	<i>DULIAJAN</i>	<i>C</i>	<i>Branch Address</i>	<i>KUNJABHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602</i>	<i>D</i>	<i>IFSC Code</i>	<i>ICIC0000213</i>	<i>E</i>	<i>Unique identifier code (Field 7037)</i>	<i>OIL503988890</i>	<i>F</i>	<i>Company name</i>	<i>Oil India Limited</i>	<i>G</i>	<i>Swift Code</i>	<i>ICICINBBXXX</i>	
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<i>G</i>	<i>Swift Code</i>	<i>ICICINBBXXX</i>																								
14.0	<p>Submission of Performance Security: The successful bidder will submit the performance security (if applicable) in the form of Bank Guarantee within 15 days of award of contract on GeM. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <p>(i)MT 760/MT 760 COV for issuance of bank guarantee. (ii)MT 760/MT 767 COV for amendment of bank guarantee.</p> <p>[Contract 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:</p>																									

	<table border="1"> <tr> <td></td><td colspan="2">Bank Details of Beneficiary</td></tr> <tr> <td><i>A</i></td><td><i>Bank Name</i></td><td><i>ICICI BANKLTD.</i></td></tr> <tr> <td><i>B</i></td><td><i>Branch Name</i></td><td><i>DULIAJAN</i></td></tr> <tr> <td><i>C</i></td><td><i>Branch Address</i></td><td><i>KUNJABHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602</i></td></tr> <tr> <td><i>D</i></td><td><i>IFSC Code</i></td><td><i>ICIC0000213</i></td></tr> <tr> <td><i>E</i></td><td><i>Unique identifier code (Field 7037)</i></td><td><i>OIL503988890</i></td></tr> <tr> <td><i>F</i></td><td><i>Company name</i></td><td><i>Oil India Limited</i></td></tr> <tr> <td><i>G</i></td><td><i>Swift Code</i></td><td><i>ICICINBBXXX</i></td></tr> </table> <p>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.</p>		Bank Details of Beneficiary		<i>A</i>	<i>Bank Name</i>	<i>ICICI BANKLTD.</i>	<i>B</i>	<i>Branch Name</i>	<i>DULIAJAN</i>	<i>C</i>	<i>Branch Address</i>	<i>KUNJABHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602</i>	<i>D</i>	<i>IFSC Code</i>	<i>ICIC0000213</i>	<i>E</i>	<i>Unique identifier code (Field 7037)</i>	<i>OIL503988890</i>	<i>F</i>	<i>Company name</i>	<i>Oil India Limited</i>	<i>G</i>	<i>Swift Code</i>	<i>ICICINBBXXX</i>	
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15.0	<p>Following taxes are inclusive in quoted cost:</p> <ul style="list-style-type: none"> • GST@12% on cost of materials. • GST at applicable rate on other components, if any. • GST at applicable rate on services installation/commissioning/AMC (if applicable). 																									

16.0	<ul style="list-style-type: none"> • Bid validity: As per tender • PBG: Will be submitted as per tender within 15 days from placement of order in case of award. • Delivery period: As per tender • Payment terms: As per tender • Exception / Deviation : Nil • Warranty: As per tender • Packing, forwarding: Included as required in the tender. • Transportation & transit insurance up to destination: Included as required in the tender. • Loading & unloading at site: Included as required in the tender. • GST: @12% against Essentiality Certificate (for cost of materials only) included in quoted cost. • GeM General Terms & Conditions: Acceptable <p>Bidder must confirm compliance as mentioned above in toto. Exception/Deviation to above terms & conditions are not acceptable.</p>	
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Annexure-A			
Item Specification, Scope of Work & Notes to Bidders for procurement of Power distribution hut for Work over rigs			
Clause ref.	Clause Description	Bidder's compliance	Bidder's remarks, if any
1.0	The Power Distribution Hut is to be constructed as per the final drawing submitted by the vendor (based on the SLD enclosed herewith) and approved by OIL.		
2.0	All other details are given in Annexure-I .		
3.0	Terms & conditions as per Annexure-I, II & Notes in the tender.		
4.0	Delivery being the essence of the tender, the bidder should indicate their best delivery schedule (not more than 10 months after placement of formal Purchase Order).		
5.0	All electrical fittings should be tested by competent persons holding a valid electrical license. Necessary electrical test certificate duly signed by competent persons holding a valid electrical license and schematic diagram of wiring should be submitted along with Power Distribution Hut. Bidder to confirm the same while quoting.		
6.0	Bidder should forward catalogue, drawing (with specification) of all items along with the quotation wherever necessary.		
7.0	Bidder must confirm/ clarify all the clauses of annexure-I, annexure-II & other notes point by point. Bidders are advised to ensure full compliance with all the requirements and to confirm the same in their offer, to avoid any post tender clarifications.		
8.0	Unsolicited post-tender clarifications/modifications may lead to the rejection of the bid. However, in case any clarifications are sought by the Company, the bidder should submit the replies restricting only to the clarification sought and within the specified time frame.		
9.0	Any variation or non-conformity to the tender specification should be clearly mentioned in the Pro-forma given in the Tender. Deviation taken elsewhere in the offer will not be given cognizance.		
10.0	All the items used for manufacturing the Power Distribution Hut including its accessories shall be new, unused, and free from any kind of defect.		

ANNEXURE-I			
SKID MOUNTED POWER DISTRIBUTION HUT WITH 1x15KVA LIGHTING TRANSFORMER AND 1x15KVA ISOLATION TRANSFORMER.			
1.0	SCOPE OF WORK:		
1.1	<p>The scope of work covers design, manufacture, supply, installation & commissioning of 12 numbers of Oil Field Type Skid Mounted Power Distribution Hut having specified external dimensions complete with one (01) number 15 KVA lighting transformer and one (01) number 15 KVA isolation transformer, Electrical panel, socket board, electric fittings and other accessories for utilisation/ distribution of:</p> <ol style="list-style-type: none"> 1. Three Phase 415VAC, 3 Wire, 50Hz power supply without neutral. 2. Phase to Phase 230VAC, 50Hz power supply. 3. Three phase 415VAC, 4 wire, 50Hz power supply with neutral. 4. Single phase 230VAC, phase-neutral, 50Hz power supply. <p>The distribution hut shall be an outdoor, weatherproof, transportable mild steel (MS) house on an oil field skid. The distribution hut shall be suitable for the bottom lift. There shall be provision for lifting the hut at both ends.</p>		
1.2	<p>The roof of the distribution hut should have proper slopes so that no water logging takes place during the rainy season. The entire body of the distribution hut should be contained within the skid (without any extension out of the base skid) for ease of transportation. A foldable type canopy shall be provided over the socket board.</p>		
1.3	<p>The body of the hut shall be painted with Oil India's logo (to be provided), and the Words "Oil India Limited", "A Government of India Enterprise", "POWER DISTRIBUTION HUT", "WORKOVER RIG", the Purchase Order Number, Dimensions and weight of the Power Distribution Hut, Manufacturer's Name and any Lifting Instructions.</p>		

2.	GENERAL DESIGN AND CONSTRUCTION:		
	The specific requirements for the Distribution Hut are as follows:		
2.1.	<p>DIMENSIONS AND WEIGHT OF THE HUT: The limiting dimensions of the Distribution Hut shall be as follows:</p> <ul style="list-style-type: none"> a Length: 5M +/- 10% b Breadth: 2.5M +/- 10% c Height: 2.5M +/- 10% d Weight: 28Ton +/- 10% 		
2.2.	DOORS AND CANOPY		
	<p>The Hut is to be fitted with:</p> <ul style="list-style-type: none"> a. Main Door: Two doors are to be provided for entry and emergency exit from the Distribution Hut. These doors will be used for accessing the distribution panel transformers and the backside of the socket board, suitable separation shall be there for the safety of working personnel. Doors shall be suitably designed and fitted with an anti-panic locking arrangement. b. Doors for Socket board: The socket board shall be covered from the outside with a hinged door such that the doors can be closed even when the outgoing cables to the loads are connected to the socket. There shall be a provision to lock the door during transportation. c. Canopy: In addition to the hinged door, a suitable foldable type canopy shall be provided for rain protection of the socket board. All doors should have a locking arrangement and fitted with suitable rubber/neoprene gasket to prevent water ingress. d. Exhaust Fan: 2 nos. shall be provided for each Power Distribution Hut. 		
2.3.	LAYOUT OF THE HUT		
	<p>The hut should be suitably designed to accommodate the following:</p> <ul style="list-style-type: none"> a. 15KVA, 415/230V phase-phase Lighting Transformer: 1 no. b. 15KVA, 415/415V phase-phase Isolation Transformer: 1 no. c. Socket board of suitable size. d. Distribution panels. e. Other accessories like exhaust fan, meters Light fittings etc. 		

2.4.	CONSTRUCTION		
	<p>The Skid design shall incorporate at least 3 (three) longitudinal channels, with the channels kept sufficiently apart so that the unit can be placed evenly on narrow trailers with proper load distribution & balancing. Each longitudinal channel of a skid shall be of single length and shall have smooth finish underneath and curve finish at both end so that the skid can roll over smoothly on surfaces/truck body without any obstruction.</p> <p>The skid so designed should be sufficiently strong and properly welded at joints and should be able to withstand shocks while being handled and transported over rough and slushy roads/locations. Sufficient provision should be available at both ends for lifting the entire distribution hut (bottom lift arrangement).</p> <p>There shall be provision for a minimum of two earthing points on either side of the skid.</p> <p>The sheets and steel sections shall be fabricated using reputed make steel of appropriate size as per relevant IS standards.</p> <p>Rubber insulating mat should be provided over the interior floor area of the hut.</p> <p>There shall be provision for adjustable mounting of lighting pole on the four corners of the distribution hut.</p> <p>There shall be proper indoor illumination with replaceable LED fitting in the distribution hut.</p> <p>Note1: There shall be an emergency light inside the Distribution hut as per OISD 216.</p> <p>Note2: There shall be smoke detection system inside the Distribution hut as per OISD 216.</p> <p>Note3: There shall be insulation mat as per IS15652:2006 of appropriate voltage inside the Distribution Hut.</p>		

2.5.	PRE-TREATMENT AND PAINTING		
	<p>Surface preparation before painting shall be done with shot blast to SA2.5 to achieve desired surface roughness. For the outer surface, primer paint shall be an epoxy primer, intermediate coat shall be high build epoxy paint and final paint shall be full gloss non-yellowing white paint with a total DFT of 200 microns.</p> <p>The skid shall be properly prepared, and painted with black coal tar epoxy paint with a final thickness of approximately 200 microns.</p> <p>The overall dry film thickness of the painting should not be less than 8 mils (200 microns). Surface preparation and painting shall be adequate for the harsh rainy & humid environmental conditions.</p>		
2.6	SPECIFICATION OF STEEL:		
	<p>(i) Steel - Load bearing members IS 1079 / grade St 42 / JIS G 3125 SPA-H (SAIL/TATA/ESSAR or equivalent)</p> <p>(ii) Structural Steel I Beams / Rolled sections IS 2062 (SAIL/TATA/ESSAR or equivalent)</p> <p>(iii) Side, End walls & Roof panels Corten-A / JIS G3125 SPA-H /SAILCOR/IRSM 41</p> <p>(iv) Square rectangular hollow sections IS 1161 (SAIL/TATA/ESSAR or equivalent)</p> <p>(v) Skid pipe size 142 mm NB X 9.5 mm Wall Thickness, Schedule 80.</p> <p>Documentary evidence regarding the purchase of the above material is to be provided to OIL during the time of inspection failing which the order is liable for rejection.</p>		
2.7	WELDING:		
	<p>The Power distribution hut should be of all welded MS construction using the latest method of welding. All the external welding should be continuous, uniform and off full penetration.</p> <p>Welding NDT reports for all welds at important (handling) points of the Power distribution hut are to be provided to Oil India Limited during the pre-despatch inspection, without which despatch clearance will not be given.</p>		

2.8	HANDLING:		
	<p>The Power distribution hut to be capable of being handled without any strain or damage under the following conditions:</p> <ul style="list-style-type: none"> a) Lifting of the unit by lifting slings and shackles directly from the lifting position (bottom Lift). b) Lifting and winching by attaching a suitable shackle to the skid. 		
3.	ELECTRICAL SPECIFICATION:		
3.1.	<p>DRY TYPE 1x15KVA LIGHTING TRANSFORMER</p> <p>Each distribution hut is to be fitted with one number 15KVA lighting transformer, which shall be used to provide 230V Phase-to-Phase power supply for lighting loads in hazardous area. The neutral of the transformer shall be solidly grounded.</p> <p>The specifications of the lighting transformer shall be as such:</p> <ul style="list-style-type: none"> a) Capacity: 15 kVA, continuous rating b) Dry Type, copper wound, air cooled c) Voltage: 415/230 volts (Phase-to-Phase) d) Frequency: 50 Hz e) Phases: 3 phase f) Vector Group: Dyn11, star connected secondary, with neutral solidly earthed g) Enclosure: IP23 type, with provision for natural circulation of cooling air. h) Ambient temperature: 4 - 47 deg. C i) Temperature rise above ambient: 80 deg. C j) Insulation class: F k) Rated power frequency withstand: 3 kV (rms) or better l) Standard - Indian standard IS: 11171 or equivalent international standard m) Primary and secondary side terminations: Suitably sized 3 core copper cable shall be used. Stand-off copper termination (termination using copper flats) shall be provided. All cable lugs shall be terminated using removable nut and bolts. n) Neutral earthing Position shall be provided. 		

3.2.	<p>DRY TYPE 1x15KVA ISOLATION TRANSFORMER</p> <p>Each distribution hut is to be fitted with one number 15KVA isolation transformer, which shall be used to provide 415VAC 3-phase supply with neutral. The Specifications of the Transformer shall be as such:</p> <ul style="list-style-type: none"> a) Capacity: 15 kVA, continuous rating b) Dry Type, copper wound, air cooled c) Voltage: 415/415 volts, Dyn11, neutral available for connection d) Frequency: 50 Hz e) Phases: 3 phase f) Vector Group: Dyn11, Star connected secondary, neutral available for connection g) Enclosure: IP23 type, with provision for natural circulation of cooling air. h) Ambient temperature: 4 - 47 deg. C i) Temperature rise above ambient: 80 deg. C j) Insulation class: F k) Rated power freq. withstand: 3 kV (rms) or better l) Standard - Indian standard IS: 11171 or equivalent international standard m) Primary 3W and secondary 4W side terminations: Suitably sized copper cable shall be used. Stand-off copper termination (termination using copper flats) shall be provided. All cable lugs shall be terminated using removable nut and bolts. n) Neutral earthing Position shall be provided. 		
3.3.	<p><u>TYPICAL ELECTRICAL SCHEMATIC DIAGRAM</u></p> <p>The indicative electrical schematic diagram of the Distribution hut is shown in Annexure-II in the attachment. Bidder should finalize the electrical schematic based on this and get it approved from OIL before fabrication. The approved schematic should be drawn in stainless steel plate and should be fixed on the body of the hut such that it is easily visible.</p>		
3.4	<p><u>DISTRIBUTION PANEL AND SOCKET BOARD:</u></p> <p>Matching plugs and sockets shall be supplied with each distribution hut. The sockets shall be fixed on the socket board of the distribution hut. The sockets on the socket board shall be appropriately marked such that the feeder from which it is fed can be identified. The plug and socket shall have an integral switching mechanism.</p> <p>A. DISTRIBUTION PANEL</p> <p>The distribution panels shall be of the following types:</p>		

	<p>a. Incomer panel: (Quantity: 1 no.) The incomer panel shall have</p> <ul style="list-style-type: none"> i. 3 phase 3 wire incomer with 200Amps MCCB with integrated earth leakage protection of sensitivity selectable from 100mA- 1 number. ii. Multifunction meter- 1 number. iii. Indication Lamps (R-Y-B) <p>b. 3 phase 3 wire panel without neutral: (Quantity: 13 nos. of individual panels) This panel shall be fed directly from incomer and shall have</p> <ul style="list-style-type: none"> i. 63Amps feeder with 3 pole MCCB with integrated earth leakage protection of sensitivity selectable from minimum100mA and analog ammeter – 2 numbers. ii. 40 Amps feeder with 3 pole MCCB along with integrated earth leakage protection of sensitivity selectable from minimum100mA and analog ammeter – 2 numbers (for power supply to 15 kVA Lighting and Isolation transformers). iii. 32Amps feeder with 3 pole MCCB with integrated earth leakage protection of sensitivity selectable from minimum100mA and analog ammeter – 5 numbers. iv. 20Amps feeder with 3 pole MCCB with integrated earth leakage protection of sensitivity selectable from minimum100mA and analog ammeter – 4 numbers. <p>c. 3 phase 4 wire panel with neutral: (Quantity 1 no.) This panel shall be fed from a 15KVA isolation transformer and shall have</p> <ul style="list-style-type: none"> i. 63Amps Incomer, 3 pole MCCB along with integrated earth leakage protection of sensitivity selectable from minimum100mA and Multi-function Meter (MFM) – 1 number ii. 25Amps feeder with 4 pole RCBO with sensitivity 30mA- 2nos. iii. Indication Lamps (R-Y-B) <p>d. Single phase DB with neutral: (Quantity 1 no.) This DB shall be fed from a 15KVA isolation transformer and shall have</p> <ul style="list-style-type: none"> i. 16 Amps feeder with 1P+N RCBO with sensitivity 30mA - 3 numbers. <p>e. 3 phase 3 wire Incomer for Lighting DB: (Quantity 1 no.) This panel shall be fed from secondary of 15KVA Lighting Transformer and shall have:</p> <ul style="list-style-type: none"> i. 63Amps, 3 pole MCCB along with integrated earth leakage protection of sensitivity selectable from minimum100mA ii. Multi-function Meter (MFM) – 1 no. iii. Indication Lamps (R-Y-B) <p>f. 2 phase 2 wire (phase to phase) DB: (Quantity 1 no.)</p>		
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	<p>This DB shall be fed from a 15KVA lighting transformer and shall have</p> <p>i. 16Amps feeder with 2 pole RCBO- 5 numbers.</p> <p>Note: i. Each of the panels (18 nos.) as mentioned above (i.e. a, b, c, d, e, and f) shall be housed in individual fixed type or front door type cubicles in a vertical configuration.</p> <p>ii. 415VAC bus system shall consist of tinned copper bus, bus chamber and cable alleys in a suitable arrangement.</p> <p>iii. There shall be provision for Lock Out/Tag out (LOTO) in each panel.</p> <p>B. SOCKET BOARD :</p> <p>The socket board shall be fed from the feeder panels mentioned above (Sl. No. 3.4 A. DISTRIBUTION PANEL). The details of sockets shall be as under:</p> <p>a. Incomer socket of 200 Amps: 1number.</p> <p>b. 5 Pin socket of 63Amps (for motor loads): 2numbers.</p> <p>c. 5 Pin socket of 32Amps (for motor loads): 5numbers.</p> <p>d. 5 Pin socket of 20Amps (for motor loads): 4numbers</p> <p>e. 5 Pin socket of 25Amps (3 phase, 415V Ph-N for lighting load): 2 numbers.</p> <p>f. 3 Pin socket of 16Amps (230V Ph-N for lighting load): 3numbers.</p> <p>g. 3 Pin socket of 16Amps (230V Ph-Ph for lighting load): 5numbers.</p> <p>Note1: Matching/compatible plugs and sockets shall also be supplied with the distribution hut.</p> <p>Note2: The preferable make of the plug and socket shall be BCH, Righill, Emerson, Crouse Hinds, or equivalent</p> <p><i>The quantities mentioned herein are for one (01) distribution panel & socket board.</i></p>		
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3.5	<p><u>BUSBARS</u></p> <p>The bus bar shall be of tinned copper and adequately rated. Hardware for all bus connections shall be of stainless-steel bolts, aircraft locking nuts with nylon inserts suitable for bus bar operating temperature at full load or alternatively hardware with plain & spring washers to be used. The bus bars shall be accessible for maintenance. Bus bar terminations shall be insulated properly. A voltmeter and 'bus bar live' indicator lamp shall be provided indicating bus status. There shall be appropriate physical barrier to the bus bar with transparent hylam sheet such that the bus bars are not directly accessible. No live part of the bus bar shall remain exposed.</p>		
3.6	<p><u>METERING AND INDICATION LAMP</u></p> <p>Each distribution Hut shall have the following meters and indication lamps:</p> <ol style="list-style-type: none"> 1. Digital Multifunction Meter (MFM): 3 nos. digital multifunction meter (MFM) shall be provided to measure voltage, current, KW, KWh and frequency of the distribution hut. 2. Power 'ON' indication lamp in each of the cubicle door shall be provided. 3. There shall be a bus bar live indication lamp to indicate the status of the bus bar. 		
3.7	<p><u>ELECTRICAL WIRING</u></p> <ol style="list-style-type: none"> a. Metallic conduit to be used wherever required for wiring of various electrical items inside the hut. b. Conduit size and number of wires in conduit shall be as per relevant Indian/ international standards. Corners shall be rounded elbow type for ease of insertion of wires. c. The wiring cable shall be PVC insulated, 1100 V grade, FRLS, BIS compliant multi-stranded flexible copper conductor. d. All wires shall be colour coded as Red for Phase, Black for neutral and Green for earth. All wire ends in DB, Main Switch and Socket outlets shall have copper lugs. e. Cable identification marker shall be provided at both ends of the cable. 		

3.8	<p><u>MANDATORY SPARES</u></p> <p>The following mandatory spares are to be supplied with the 12 numbers of the distribution hut</p> <ul style="list-style-type: none"> a) 16 Amps power plug & sockets (3 pin) – 36 pairs b) 20 Amps power plug & sockets (5 pin) – 24 pairs c) 25 Amps power plug and sockets (5 pin) – 6 pairs d) 32 Amps power plug & sockets (5 pin) – 24 pairs e) 63 Amps power plug & sockets (5 pin) - 12 pairs f) 150 Amps power plug & sockets (5 pin) – 6 pairs g) Multifunction meter: 12 numbers. h) Analog ammeter of each rating: 6numbers. i) Indication lamp: 24 numbers. j) 63Amps MCCB with integrated earth leakage protection: 12numbers. k) 32Amps MCCB with integrated earth leakage protection: 24 numbers. l) 20Amps MCCB with integrated earth leakage protection: 24 numbers. m) 25Amps RCBO, 4 pole, 415V: 6 numbers. n) 16Amps RCBO, double pole of sensitivity 30mA: 36 numbers. o) 16Amps RCBO, 1P+N of sensitivity 30mA: 12 numbers. p) 200A MCCB with integrated earth leakage protection: 6 numbers. q) 40Amps 3P MCCB along with integrated earth leakage protection –12 numbers <p>Bidder should quote for the above quantities of mandatory spares along with the bid. The spares shall be exactly same as the item used in the distribution hut.</p> <p><i>The quantities mentioned herein are for Twelve (12) Power Distribution huts.</i></p> <p><i>The bidder must note that the above-mentioned spares are mandatory spares and are to be supplied along with the order.</i></p> <p>The cost of the spares as per clause no. 3.8 above should be included in the total cost of Power Distribution hut. However, price of individual spares as per clause no. 3.8 is to be provided separately as per note below.</p> <p><u>Note: The price of these spares must be included in the Total Price of each unit.</u> However, specific description, part numbers etc. (if available) and unit price of each & every spare shall be provided separately as <u>pdf. document</u> under “Financial Documents” while submitting the Price Bids in GeM Portal. <u>Provision for submission of such prices have been enabled against the tender in GeM portal and HAVE TO BE SUBMITTED ALONG</u></p>		
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	<p><u>WITH THE PRICE BID ONLY. Please note that no price should be mentioned in the Technical Bid.</u></p> <p><i>In case of mention of any price is found in the technical bid, then the offer shall be rejected straightaway.</i></p>		
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3.9	<p><u>DOCUMENTS</u></p> <p>Following drawings and documents should also be submitted at various stages.</p> <p>A. ALONG WITH BID</p> <p>a) GA drawing of the distribution hut with dimensional details.</p> <p>b) GA drawing of the OIL field skid and base frame with dimensional details.</p> <p>c) Electrical Schematic diagram showing panels, bus bar chambers, socket boards, transformers, etc.</p> <p>d) Electrical Single Line Diagram (SLD) of the distribution hut.</p> <p>e) Technical catalogue/ datasheet of transformers, RCBOs, MCCB, plug & socket etc. indicating make and model offered.</p> <p>f) Tentative Electrical wiring diagram for light, exhaust fan etc.</p> <p>g) Bill of Material with quantity.</p> <p>B. DETAILED ENGINEERING STAGE</p> <p>The period between award of Purchase order, and the start of manufacturing is referred to as the "Detailed Engineering Stage". Supplier shall provide OIL with all required drawings, and get them approved before manufacture. All engineering details not covered in these specifications, or specifications requiring modifications, shall be worked out mutually during this "pre-manufacturing" stage.</p> <p>C. AFTER SUCCESSFUL COMMISSIONING</p> <p>a. Successful bidder shall provide 02 sets of as-built drawings with each distribution hut.</p> <p>b. Final Bill of materials indicating part number, specification etc.</p> <p>c. Operation and maintenance manual with technical details for all major components of the distribution hut like Transformers, panels, etc.</p> <p>d. Welding NDT reports/ certificates for all welds at important (handling) points of the Power distribution hut are to be submitted.</p>		
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4.	<p><u>INSPECTION CLAUSE</u></p> <p>Oil India's Engineers shall inspect the distribution hut at various stages of manufacture to ensure job quality and adherence to specifications. The inspection of the distribution hut by OIL India's Engineers shall be in two stages which are as follows:</p> <p>A. Stage- wise Inspections: During panel fabrication & wiring of different electrical components of the distribution hut.</p> <p>B. Pre- Dispatch Inspection: For final dispatch clearance.</p> <p>All the above inspection(s) shall be conducted by OIL or its representative at manufacturer's works. The distribution hut shall be dispatched from works only after the Pre-Dispatch Inspection. Supplier shall give call for above mentioned inspection(s) at least 30 days in advance, to enable Oil India to prepare for inspection. Supplier's inspection costs are included in Purchase Order Value. All to and fro travel expenses, boarding, lodging expenses of OIL representative shall be borne by OIL.</p> <p>Note: Oil India Limited reserves the right to cancel all or any of the inspections mentioned above and give clearance for dispatch.</p>		
5.	<p><u>WARRANTY CLAUSE</u></p> <p>The distribution hut including painting & all the bought out items, should have minimum onsite warranty of one year from the date of installation or 18 months from the date of receiving whichever is earlier. Bidder should confirm the same in their offer.</p> <p>This warranty shall cover all items of the package, including (but not limited to) the skid, housing, all the internal components and all electrical components. Any repairs / replacements required during this warranty period shall be carried out by the successful bidder, on site, at no cost to Oil India Limited.</p>		

PRICE BID FORMAT OF MANDATORY SPARES

Sl. No.	Material Description	Quantity	UOM	Unit Price for each spare (INR)	Total price (INR)
1	16 Amps power plug & sockets (3 pin)	36	pairs		
2	20 Amps power plug & sockets (5 pin)	24	pairs		
3	25 Amps power plug and sockets (5 pin)	6	pairs		
4	32 Amps power plug & sockets (5 pin)	24	pairs		
5	63 Amps power plug & sockets (5 pin)	12	pairs		
6	150 Amps power plug & sockets (5 pin)	6	pairs		
7	Multifunction meter	12	no.		
8	Analog ammeter of each rating	6	no.		
9	Indication lamp	24	no.		
10	63Amps MCCB with integrated earth leakage protection	12	no.		
11	32Amps MCCB with integrated earth leakage protection	24	no.		
12	20Amps MCCB with integrated earth leakage protection	24	no.		
13	25Amps RCBO, 4 pole, 415V	6	no.		
14	16Amps RCBO, double pole of sensitivity 30mA	36	no.		
15	16Amps RCBO, 1P+N of sensitivity 30mA	12	no.		
16	200A MCCB with integrated earth leakage protection	6	no.		
17	40Amps 3P MCCB along with integrated earth leakage protection	12	no.		

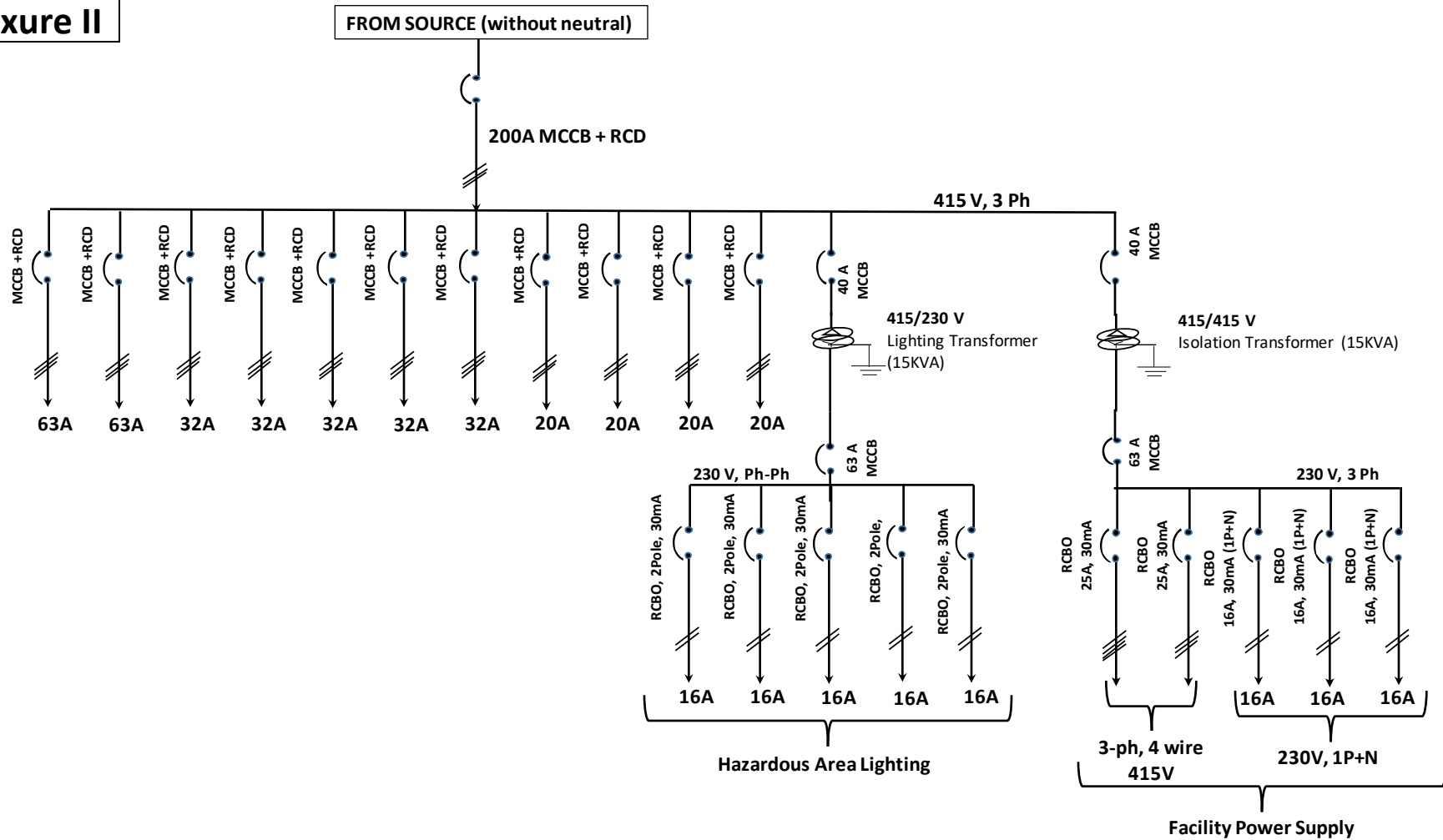
Note: 1) Unit Price of each spare must be inclusive of GST @12%.

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.

CHECK LIST (TECHNICAL)

Sl. No	Description	Bidders response – Please select the appropriate response			
1	Whether the overall dimension of the Power Distribution Hut is as per enquiry	Yes / No			
2	Whether raw materials for construction of the Power Distribution Hut are as per the enquiry	Yes / No			
3	Whether the specification of electrical components are as per the enquiry	Yes / No			
4	Whether Electrical Schematic diagram showing panels, bus bar chambers, socket boards, transformers, etc. are submitted alongwith the offer	Yes / No			
5	Whether the recommended spares are offered as per the enquiry.	Yes / No			
6	Whether the welding work will be carried out as specified in the enquiry and NDT reports will be submitted as mentioned in the NIT.	Yes / No			
7	Whether technical catalogue/ datasheet of transformers, RCBOs, MCCB, plug & socket etc. are submitted along with the offer	Yes / No			
8	Whether structural, layout & electrical wiring drawing with earthing scheme are submitted along with the offer	Yes / No			
9	Whether GA drawing of the power distribution hut & the OIL field skid and base frame with dimensional details are submitted alongwith the offer	Yes / No			
10	Whether Electrical Single Line Diagram (SLD) of the distribution hut are submitted alongwith the offer	Yes / No			
11	Whether guarantee/warranty is offered as per the Enquiry	Yes / No			
12	Whether marking will be provided as per the enquiry	Yes / No			
13	Whether delivery period (10 Months) as specified in the enquiry is accepted.	Yes / No			
11	Supporting documents for past supply experience as per the BRC / BEC clauses of the enquiry (copies of purchase order, bill of landing (BOL), Invoice etc. to be enclosed)				
PO no., qty & date		Specification of supplied material	Client's name & address	BOL / Invoice No	Any other relevant document
PO # 1					
PO # 2					
PO # 3					

Annexure II



TYPICAL ELECTRICAL SLD OF POWER DISRIBUTION HUT FOR WORK OVER RIGS

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ **Dated** _____

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

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

PROFORMA-1

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

Ref: Financial Criteria of the BEC

Tender No.: _____

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

The balance sheet/Financial Statements for the financial year 2022-2023 has actually not been audited as on the Original Bid closing Date.

Place :

Date :

Signature of the authorized signatory

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

PROFORMA- 2

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTARD ACCOUNTANTS' FIRM ON

TO WHOM IT MAY

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

YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores

Place:

Date:

Seal

Membership No:

Signature

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

PROFORMA-3

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

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S

LETTER HEAD) DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s..... (mention complete name) a company duly organized and existing under the laws of.....(insert jurisdiction/country), having its Registered Office athereinafter 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 applicable)

for and on behalf of
(Bidder)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

PROFORMA-4

DECLARATION FOR BID SECURITY

To,

M/s. Oil India Limited

.....,

.....

Sub:

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 INDIA LIMITED 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

PROFORMA - 5

BID SECURITY FORM

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

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

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

Sealed with the said Bank thisday of
.....

THE CONDITIONS of this obligation are :

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

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

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

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

A. Issuing Bank:

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

B. Controlling Office:

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

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall is restricted up to Rs
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Date: _____

Place: _____

PROFORMA-IP

INTEGRITY PACT

Between

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

And

(Name of the bidder).....hereinafter referred to as "The Bidder/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 he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

DEVANSH SHARMA For the Principal Date : 03.04.2023 Place : Duliajan For the Bidder/Contractor Witness 1: Witness 2:
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RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

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

- 1.0 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- 2.0 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3.0 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 4.0 The beneficial owner for the purpose of para 3.0 above will be as under:
 - 4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- 4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4.4 Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5.0 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6.0 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 7.0 **Validity of Registration:** The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 8.0 **Undertaking regarding compliance:** The bidders are required to provide undertakings as per **Exhibits – I, II** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

EXHIBIT-I

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II

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

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

OR

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)