

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	14-02-2024 13:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	14-02-2024 13:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name/विभाग का नाम</b>	Oil India Limited
<b>Organisation Name/संगठन का नाम</b>	Oil India Limited
<b>Office Name/कार्यालय का नाम</b>	Oil India Limited
<b>Total Quantity/कुल मात्रा</b>	6
<b>Item Category/मद केटेगरी</b>	PORTABLE SKID MOUNTED LOCO TYPE BOILER (Q3)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Stage-wise Inspection

**Bid Details/बिड विवरण**

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

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	1816000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	28

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

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

**Beneficiary/लाभार्थी :**

GM (Materials) HoD

Materials Department, Oil India Limited, Duliajan, District - Dibrugarh, Assam - 786602. 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. E-mail id of buyer: anjan\_hira@oilindia.in (Oil India Limited)

**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

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

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

### **3. 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.

## **PORTABLE SKID MOUNTED LOCO TYPE BOILER ( 6 pieces )**

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

### **Technical Specifications/तकनीकी विशिष्टियाँ**

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

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	1%
Number of days allowed for ICT after site readiness communication to seller	45 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	6	300

#### 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	1. Bid Rejection Criteria/Bid Evaluation Criteria (BRC/BEC) (ANNEXURE-II) 2. General Notes to Bidders (ANNEXURE-III) 3. PROFORMA-A to K <a href="#">View</a>	Bidder to submit confirm compliance of BRC/BEC criteria and General notes to bidders and submit the necessary documents as applicable to substantiate their compliance to the clauses. Bidder to submit the relevant PROFORMA as applicable.	PORTABLE SKID MOUNTED LOCO TYPE BOILER(6)

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. 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.

##### 3. Generic

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

##### 4. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.

- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

**5. 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](#)

**6. 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 :

08/2022

dated

13/07/2022

**7. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**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

255

days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

**9. Scope of Supply**

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

**10. 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

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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.

## 11. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

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

. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.

## 12. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 13. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 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 कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**



**PROCUREMENT OF PORTABLE SKID MOUNTED LOCO TYPE BOILER, HAVING  
EVAPORATION CAPACITY OF 2000 KG/HR. CAPABLE OF GENERATING STEAM  
AT 17.58 KG/CM2**

Supply, installation & commissioning of portable skid mounted Loco type Packaged Boiler, Manually operated, natural gas fired, Single Pass, Fire Tube having evaporation capacity of 2000 kg/hr. capable of generating steam at 17.58 kg/Cm2 (250 psi) with heating surface less than 1500 square feet.

**A N N E X U R E - I : SPECIFICATIONS & SCOPE OF WORK**

<b>Clause No.</b>	<b>Clause Description</b>	<b>Bidder's Compliance/ Remarks</b>
<b>1.0</b>	<b>DESCRIPTION:</b> Portable skid mounted Loco type Packaged Boiler, having evaporation capacity of 2000 kg/hr. capable of generating steam at 17.58 kg/cm2 (250 psi) for steam generation. The general specifications are given below.	
1.1	The boiler shall be manual type, natural gas fired, Single Pass, Fire Tube, Loco type, having evaporation capacity of 2000 kg/hr. at working pressure of 17.58 kg/cm2 (250 psi) with heating surface less than 1500 square feet.	
1.2	Fire Box shall be water jacketed type.	
1.3	The shell shall be of welded construction.	
1.4	All tubes shall be staggered for good water circulation and easy cleaning and maintenance.	
1.5	Plain tubes shall be expanded at tube plate ends. Stay tubes, whatever needed in design, shall be welded. Plain tube ends shall be beaded at the fire box end. The stays shall be welded. The design of crown plate, should be as per the manufacturing standards of the manufacturer adhering to IBR 1950 with latest amendments.	
1.6	Large manhole door and hand holes shall be provided for inspection and cleaning of tubes, interior plate surface, crown and side stays etc.	
<b>2.0</b>	<b>SCOPE OF SUPPLY:</b> Scope of supply along with each boiler shall be as per specification as shown in <b>Annexure-I(A)</b> .	
<b>3.0</b>	<b>TOOL KITS:</b> A tool kit comprising of items as shown in the <b>Annexure- I(B)</b> , shall be supplied along with each boiler.	
<b>4.0</b>	<b>MANDATORY SPARES:</b> Spares for 2 (two) years, as shown in <b>Annexure- I(C)</b> shall be supplied along with each boiler.	
<b>5.0</b>	<b>SPECIAL NOTES TO BIDDERS: As per Annexure-I(D) &amp; Annexure-I(E) for QAP (Sample).</b>	

Clause No.	Clause Description	Bidder's Compliance/ Remarks																
A N N E X U R E – I (A) (Scope of supply along with each boiler shall be as per specification)																		
1.0	MOUNTINGS																	
1.1	Single post steam safety valve, Quantity: 02 (two) nos																	
1.2	02 (two) nos primary and secondary Steam stop valve of size 76.2 mm (3"). One no 3" size NRV is to be installed at the downstream of secondary steam stop valve.																	
1.3	(i) 02(two) nos 50.8 mm(2") Feed check valve (ii) 2" NRV to be installed in feed water line																	
	The above mountings are to be supplied in IBR approved sizes and also compatible with the IBR boiler design.																	
1.4	Steam pressure gauge with siphon, Quantity: 01 (one) no.																	
1.5	Blow down valve size: 50.8 mm(2"), Quantity: 01 (one) no.																	
1.6	Water gauge glass with steam and water drain-cocks R/H & L/H, Quantity: 01 (one) set																	
1.7	Fusible Plug, Quantity: 01 (one) No.																	
	Fusible plug shall preferably to be installed in the fire box chamber.																	
1.8	Steam dome, (detachable type), Quantity: 01 (one) no.																	
	The riser pipe to steam dome will be provided with flanged type connection.																	
1.9	<p>BURNER:</p> <p>i. Burner of any reputed make, Quantity: 02 (two nos.) (Natural gas open flame burner) ii. Electrically operated blower along with the burner shall not be accepted. iii. One no. 2 stage burner shall not be accepted.</p> <p>iv. The air suction area in the fire chamber must be large enough to provide adequate air supply during the Initial stages of burner firing when there is no draft to support the combustion.</p> <p>General specification for natural gas to be used as fuel is as follows:</p> <table><tr><td><b>CONSTITUENTS</b></td><td><b>% VOLUME</b></td></tr><tr><td>Methane</td><td>75 to 80%</td></tr><tr><td>Ethane</td><td>09 to 05</td></tr><tr><td>Propane</td><td>08 to 04</td></tr><tr><td>Butane + Carbon</td><td>08 to 03</td></tr><tr><td>Carbon dioxide and others</td><td></td></tr><tr><td>Net Calorific value</td><td>10,680 to 9,300 Kcal/m3</td></tr><tr><td>Gross Calorific value</td><td>11,837 to 10,324 Kcal/m3</td></tr></table>	<b>CONSTITUENTS</b>	<b>% VOLUME</b>	Methane	75 to 80%	Ethane	09 to 05	Propane	08 to 04	Butane + Carbon	08 to 03	Carbon dioxide and others		Net Calorific value	10,680 to 9,300 Kcal/m3	Gross Calorific value	11,837 to 10,324 Kcal/m3	
<b>CONSTITUENTS</b>	<b>% VOLUME</b>																	
Methane	75 to 80%																	
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<b>Clause No.</b>	<b>Clause Description</b>	<b>Bidder's Compliance/ Remarks</b>
<b>2.0</b>	<b>Boiler ACCESSORIES</b>	
<b>2.1</b>	<b>Feed Water Pump: KSB/CNP/CRI/ BE Pump &amp; other Reputed concern: 02 (Two) nos.</b>	
a)	Type: Multistage	
b)	Capacity: 5m <sup>3</sup> /hr.	
c)	Differential head: 200MIC	
d)	Duty: Continuous (24 hours)	
e)	Dia. of suction line: 76 mm Dia. of discharge line: 50 mm.	
f)	Type of liquid to be handled: Water at 50°C	
g)	RPM: 2900/1450	
h)	Impeller: Closed type	
i)	NPSH: minimum 0.5 metre	
j)	Type Coupling: Flexible Guard: provided	
k)	The above two sets of pumps shall be coupled with motor on a common skid separately placed at a distance of 1.5 M (C/L to C/L) for each boiler.	
l)	Operational and maintenance manual and certificates shall be supplied with the pumps.	
m)	The clamping for the feed water pump must prevent any vibration in the pump body during boiler operation.	
<b>2.2</b>	<b>Feed Pump driving motor: 02 (Two) nos.</b>	

Clause No.	Clause Description	Bidder's Compliance/ Remarks
	<p>(a) <u>Type</u>: 3 phase, AC squirrel cage induction motor conforming to IS 12615 /IS 15999</p> <p>(b) <u>Mounting</u>: Either vertical or horizontal pumps as per pump design.</p> <p>(c) <u>Voltage</u>: Motor shall be suitable for <math>415 \pm 6\%</math> volts, 3-phase, 50 Hz. AC supply</p> <p>(d) <u>RPM</u>: To match driven load</p> <p>(e) <u>HP or KW</u>: To match pump capacity.</p> <p>(f) <u>Duty</u>: Continuous (S1)</p> <p>(g) <u>Enclosure</u>: TEFC</p> <p>(h) <u>Insulation</u>: Class F</p> <p>(i) <u>Starting</u>: MPCB/DOL (for motors of rating up to 12.5 HP), Star-Delta (for motors of rating above 12.5 HP).</p> <p>(j) <u>Terminal Box</u>: Cable terminal box with brought out terminals suitable for terminating 3 core PVCA aluminum cables. If motor capacity is less than or equal to 12.5HP, 1 no. cable entry hole shall be provided, if the motor capacity is above 12.5 HP, 2 nos. of cable entry hole shall be provided. Weatherproof, heavy duty, single compression, nickel plated brass gland(s) shall be supplied with the motor as required.</p> <p>(k) <u>Motor Make</u>: Crompton Greaves/ Kirloskar/ Siemens/ Bharat Bijlee / Marathon/ ABB or equivalent.</p> <p>(l) Bidder shall submit following document along with the offer:</p> <ul style="list-style-type: none"> <li>• Technical datasheet of the motor or an undertaking/confirmation that their offered motor will meet all specification as required for motor.</li> </ul> <p>(m) On placement of order, following documents to be furnished for approval before starting of procurement/manufacturing:</p> <p>Technical Datasheet of the motor.</p>	
<b>2.3</b>	<p>(a) Starter for Motor: The starter control panel shall be industrial type complete with self-supporting and floor mounting stand, built with rigid framework of suitable size MS Angle/Channel of sufficient strength, dust and vermin proof made of 14SWG CRCA sheet steel, cubicle type, having front hinged door with locking arrangement, danger plate fitted on body of the panel, lifting hooks on top, double earthing studs on two sides (both inside and outside).</p> <p>(b) The starter shall be DOL for motors of rating up to 12.5 HP and Star-Delta for motors of rating above 12.5 HP.</p>	

	<p>(c) The incomer shall be suitably rated MPCB for DOL starter or suitably rated MCCB in case of Starter-Delta starter.</p> <p>(d) All contractors shall be suitably rated.</p> <p>(e) Push button for start and stop shall be provided.</p> <p>(f) The starter shall have following minimum protections:</p> <ul style="list-style-type: none"> <li>• Short Circuit &amp; Earth Fault (in built in the MCCB/MPCB)</li> <li>• Overload relay through suitably selected thermal overload relay</li> <li>• Earth Leakage through separate CBCT and ELR with adjustable current setting from 30mA to 30A and adjustable time setting.</li> <li>• Indication: "Supply ON" with 'Red', 'Yellow' and 'Blue' indication lamps, "Motor On" with 'Green' LED indicating lamp and "Motor Trip on Fault" with 'Amber' LED indicating lamp</li> </ul> <p>(g) Make of components: L&amp;T, Schneider, Siemens, Legrand, ABB, BCH or equivalent.</p> <p>(h) Bidder shall submit following document along with the offer:</p> <ul style="list-style-type: none"> <li>• Undertaking/confirmation that all their offer meets all the specification of the starter panel.</li> </ul> <p>(i) On placement of order, following documents to be furnished for approval before starting of procurement/manufacturing:</p> <ul style="list-style-type: none"> <li>• Single line diagram of the power and control circuit.</li> <li>• Dimensional GA drawing of the panel</li> <li>• Detailed BOM including make and model no. of each offered component of the starter panel.</li> </ul> <p>(j) Following documents to be provided (hardcopy as well as softcopy) along with the supply (One set for each unit):</p> <ul style="list-style-type: none"> <li>• 'As built' GA and Single line diagram and schematic drawing of the power &amp; control circuit.</li> <li>• Works Test report containing result of tests done at factory.</li> <li>• Guarantee Certificate.</li> <li>• Technical Catalogues/manuals.</li> <li>• Bill of Materials with part description, part nos. and details of items/components.</li> </ul> <p>List of recommended spares / spare parts.</p>	
<b>2.4</b>	<p>Steam Injector/ejector: 01 (One) no.</p> <p>i. The steam injector shall perform to the above given conditions.</p> <p>ii. The boiler steam injector shall be mounted horizontally on the skid, for operational convenience.</p>	
	<p>(a) Capacity: 60 litres/min. at 7 kg/cm<sup>2</sup>, 80 litres/min. at 10 kg/cm<sup>2</sup></p> <p>Equipment shall perform for both the given conditions</p>	

	(b) Max. Temp.: 210°C for steam 50°C for feed water	
2.5	Feed Line 8 to 10 mtrs feed line (IBR), Quantity: 01 (one) no. From pump to feed valve for Feed water purpose of Boiler	
2.6	M.S. Suction Tank (Both inside and Outside will be painted with red-oxide and water resistant paint)  Size: 1500mm x 1500 mm x 1500 mm X 6 mm thk.(approx) With necessary connection for Feed pumps.  Quantity: 01 (one) no.	
2.7	Insulation of Boiler  Boiler exterior surface cleaned with wire brush and painted with heat resistant paint, shall be insulated with 100 mm thick Mineral/glass wool or resin bonded wool and finally clad with aluminum sheet (24 SWG)	
2.8	Chimney with damper and steam operated venturi, Height: 30-35 feet.  Quantity: 01(one) no,  The chimney draft line control valve shall be 1 feet above the top working platform of the boiler.	
2.9	Skid with canopy for boiler, with space for feed pump etc. Inter-connecting feed water line (IBR) between boiler and feed pump as well as injector. Maximum skid dimension: 9.0m x 3.0m x 4.0m.  i) The boiler shall be provided with the top working platform with enough space for movement. The platform shall be equipped guard rail and a slopped ladder with guard ring for safe operation.  ii) For any type of maintenance work, the boiler manhole shall be easily accessible.	

**ANNEXURE - I(B):**  
**LIST OF SPECIAL TOOL KITS**

1.0	A tool kit comprising items as shown below shall be supplied along with each unit.		
i)	Tube Expander (size compatible with boiler tube)	02 (Two) Sets	
ii)	Screw Driver, Four-header	01 (One) Set	
iii)	Allen Key	01 (One) Set	
iv)	Spanners for manhole door and hand hole door	01 (One) Set	
v)	Ratchet	01 (one) Set	

<b><u>ANNEXURE - I(C):</u></b> <b>LIST OF MANDATORY SPARES TO BE SUPPLIED BY THE SELLER ALONG WITH SUPPLY OF EACH BOILER</b> <b>(FOR TWO YEARS OPERATION FOR EACH LOCO TYPE BOILER)</b>		
1.0	<b>BOILER</b> i) Gauge Glass 06 (Six) Nos. ii) Rubber Cone 05 (Five) Nos. iii) Pressure Gauge 02 (Two) Nos. iv) Injector 02 (Two) Nos. v) Safety Valve 02(Two) Nos. vi) Feed check valve 01 (One) no vii) Blowdown valve 01(One) no. viii) Steam stop valve 01 (One) no.	
2.0	<b>FEED PUMP</b> i) Ball Bearing 02 (Two) Sets ii) Gland Packing 02 (Two) Sets	
3.0	<b>BURNER</b> i) Flex. Hoses 06 (Six) Sets ii) Needle Valve 02 (Two) Sets	
Note	All items in specified quantity as indicated above in SCOPE OF SUPPLY shall be supplied along with the unit. Specific description, part nos, make etc. and unit price of each and every item shall clearly be indicated in the bid.	

<b><u>ANNEXURE – I (D)</u></b> <b><u>SPECIAL TERMS &amp; CONDITION</u></b>
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<b>Sl no</b>	<b>Tender requirement</b>	<b>Bidder's Compliance/Remarks</b>
1.0	<b>DOCUMENTS</b> Following documents will be furnished by supplier	
a)	Drawing of boiler & materials certified in accordance with IBR in Form II, III, IV-A certified by the Inspecting Authority shall be given along with IBR Certificate folders on receipt of same from Boiler Directorate after supply of Boiler.  However, after placement of order, draft design drawing of proposed boiler to be provided within 15 days for OILs /CIB Assam approval. The draft design shall be approved within a period of 15 days after receipt.	

Sl no	Tender requirement	Bidder's Compliance/Remarks
b)	Test certificate of hydraulic pressure testing and final stamping relevant to the boilers, in 4 (four) Xerox copies, along with Boiler.	
c)	04 (four) copies of operating/instruction/maintenance manual and part list, along with boiler.	
d)	Test certificates and IBR certificates to be provided along with supply of boiler. Bidder to confirm the same in the technical bid.	
2.0	<b>INSPECTION AND COMMISSIONING</b>	
a)	<p>Third Party inspection of the unit is to be carried out for all the component of the unit by any one of the OIL approved TPI agency (viz M/s Lloyds or M/s Bureau Veritas or M/s IRS System and Solutions Private Limited or M/s Rites or M/s DNV MES India Private Limited or M/s Tuboscope Vetco only). Scope of 3rd party inspection:</p> <ul style="list-style-type: none"> <li>(i) Stage wise inspection to review and ensure use of raw materials as per purchase order, approved drawings &amp; QAP. This shall be done by reviewing original MTC or by chemical analysis and physical test.</li> <li>(ii) To review qualification of the welder and welding procedure specifications (WPS) as per IBR and other relevant code.</li> <li>(iii) TPI should ensure Fabrication process has been done as per relevant IBR &amp; ASME section code.</li> <li>(iv) To ensure that the bidder complies with the requirement as stated in technical specifications for different mountings &amp; accessories.</li> <li>(v) To review the stage wise inspection of sub-assemblies &amp; bought out items.</li> <li>(vi) To review the radiography film of weld joints as per applicable code and heat treatment chart.</li> <li>(vii) To witness final dimensional inspection and ensure proper workmanship.</li> <li>(viii) To witness hydro test.</li> <li>(ix) To document and issue inspection certificate.</li> <li>(x) To certify cleaning, finishing, Insulation &amp; painting</li> <li>(xi) Witness the manufacturing and assembly of Plate for Pressure Part, Tubes, Pipes, Fitting Nozzle and Witness the functional and performance tests.</li> <li>(xii) Review and witness of inspection procedures.</li> <li>(xiii) Review of tests and documents related to all pressure holding equipments.</li> <li>(xiv) Any other requirement of the inspection agency to satisfy of the equipment as per applicable standards.</li> <li>(xv) The above scope of inspection is for general guideline only. If third party desire to carry out any additional inspection as per the scope of relevant standards/code, with respect to fabrication of the BOILER, should be included during appointment of TPIA.</li> <li>(xvi) Attached Annexure-I(E) is a QAP sample for Scope of Inspection.</li> </ul> <p>The expenses towards engagement of TPI shall be borne by the bidder. Bidder has to include the Third Party Inspection charges in their quoted price</p> <p>The supplier has to arrange for inspection of the units by inspecting team including the statutory bodies (state boiler authority as per IBR 1950) at manufacturing site.</p> <p>However, the inspection at manufacturing site by the statutory body (as per IBR 1950) and approval from the same will be the sole responsibility of the bidder. The expenses towards the travelling and accommodation</p>	



	of the representative form statutory body (as per IBR 1950) shall be borne by the bidder. Bidder has to include the same accordingly in their quoted prices.	
b)	The final hydraulic test must be carried out in presence of OIL's engineer before despatch of the boilers from supplier's work. Skid and all mountings, fittings, burner and boiler accessories to be produced at the time of inspection. The supplier shall intimate us at least 30 days in advance for deputing OIL's engineer for inspection. Manufacturer/bidder shall facilitate above inspections without any cost to OIL. However, cost of travel, accommodation and other expenses of OIL's inspection team will be borne by OIL.	
c)	<p>It is supplier's responsibility to commission the units at OIL Premises at Duliajan. Within 60 days from receipt of the units at site, OIL will intimate the supplier to depute their representative(s) for commissioning. The Commissioning of a pair of boilers should be done within 45 Days from the date of intimation to the contractor. The intimation for each pair of boilers will be given to the contractors one after another.</p> <p>It is the responsibility of the successful bidder to commission the boilers in presence of the representative of the CIB, Assam and obtain PSO for operating the boilers in OIL operational area of Assam. IBR approval of the boilers must be obtained by successful bidder during supply and commissioning. During the course of commissioning, if any problem is encountered, the supplier must arrange to rectify the same within one month time without any extra cost to OIL. OIL's observation and report in this regard will be final and binding. Bidder to confirm the same in the technical bid.</p> <p>It is the responsibility of the supplier to connect the outlet steam line from steam dome of each Unit to OIL's existing steam header. The steam dome outlet from each unit is to be connected to new 4"/6" steam header. Material, service, manpower and required statutory permission will be in supplier's scope.</p> <p>Steam header size: 4"dia steam header for 4 boilers with a length of 80 M for 4" size IBR pipe which will be finally connected to one no 6" dia steam header with approximate length 30 M for 6" size IBR pipe.</p> <p>(6"dia ,IBR pipe total length =30 M &amp; 4"dia IBR pipe total length =80 M)</p>	
d)	Cost of commissioning should be quoted separately which shall be considered for evaluation of the offers. These charges should include to and from fares, boarding/ lodging and other expenses of the supplier's commissioning team for completion of the commissioning job at OIL's worksite in all aspect.	
e)	Installation & commissioning of each unit shall be carried out separately and the supplier has to depute their representative / Service engineer as per requirements. The Bidder shall confirm the same in their technical Bid.	
<b>Sl no</b>	<b>Tender requirement</b>	<b>Bidder's</b>

		Compliance/Remarks
e)	The representative(s) of the supplier shall operate the units within 04 days after reaching the site and each unit shall be considered as commissioned only after obtaining 96 hours of uninterrupted steam supply. The boiler will be tested at maximum capacity and pressure ratings during daylight hours among the given 96 hours of commissioning, as per the convenience of OIL and stakeholders at the commissioning location.	
f)	The bidder shall provide an undertaking to accept the Inspection, Commissioning & Performance Guarantee clause along with the offer.	
g)	<p><b>UNDERTAKING FOR ALL STAUTORY DOCUMENTATION &amp; I&amp;C WORK FROM CHIEF INSPECTORATE OF BOILER - GOVT.OF ASSAM.</b></p> <ol style="list-style-type: none"> <li>1. Permission to start the I&amp;C work.</li> <li>2. Execution of I&amp;C work by a Class-I IBR approved agency.</li> <li>3. Balance of work execution by a Class-I IBR approved agency.</li> <li>4. Necessary Certification on completion of the I&amp;C work to start operation as per latest Govt mandate.</li> <li>5. PSO (Provisional steam order).</li> </ol>	
3.0	<p><b>GUARANTEE/WARANTY</b></p> <p>The bidder shall offer a period of at least 1 (one) year warranty for the entire equipment supplied from the date of successful field commissioning of the entire equipment. OIL reserves the right to inspect, test and if necessary reject any part / parts after delivery at site (including incomplete manuals, catalogues, etc.) in case of any fault on the part of the supplier. It shall in no way be waived by the reason that the unit / item was previously inspected and passed by OIL as per Inspection Clause detailed elsewhere in the NIT. To keep the unit fully operational, in case of failure of any item during the warranty period, it shall be the supplier's responsibility to arrange replacement / repairing at site at their cost including customs, freight, etc. within a period of maximum 3 (three) weeks from the date of notification of such failure and warranty for such items shall be extended accordingly.</p>	
4.0	<b>OTHER TERMS &amp; CONDITIONS:</b>	
a)	The Boiler shall be manufactured according to IBR 1950 standards and specification(with latest amendments).The Boiler and accessories covered under IBR will be hydraulically tested and materials certified in accordance with Indian Boiler Regulations in relevant Forms. The above IBR certificates will be provided in triplicate.	
b)	The items shall be brand new, unused and of prime quality. Bidder shall warrant (in the event of order) that the product supplied shall be free from all defects and fault in material, workmanship and manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 12 months from the date of successful commissioning of the items. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. Bidders must confirm the same while quoting.	
c)	Bidder shall provide brochures and technical literature of the equipment along with the offers for technical evaluation.	

Sl no	Tender requirement	Bidder's Compliance/Remarks
d)	In the event of order, operation and maintenance manual shall be provided along with the materials. Bidder to confirm the same in the technical bid.	
e)	The bidder must undertake that the boiler to be supplied are not going to be obsolete for next (10) ten years from the bid closing date and provision for supplying spares of the equipment shall be continued.	
f)	<p>Bidder shall provide the list of recommended spares along with part nos. details for carrying out trouble free operation and maintenance of the unit along with the offer.</p> <p>Cost of these spares will not be considered for price evaluation. However procurement of these spares shall be at OIL's discretion. Prices of such list of recommended spares are to submitted under "Financial Document".</p>	
g)	The bidders shall clearly mention the names of the OEM of all the bought out items (like valves, pressure/temperature indicators etc.) in their quotation. The names of OEMs for different items shall however be approved by OIL on the basis of approved/ established venders.	
h)	After placement of order and prior to manufacturing of the boilers, 5 copies of draft design drawing of proposed boiler shall be provided within 15 days for OILs /CIB Assam approval /acceptance/scrutiny. The draft design shall be approved within a period of 15 days after receipt	
5.0	<p><b>DEVIATIONS</b></p> <p>The bidder shall enclose comprehensive list of intended deviations from the technical specifications, if any, clearly highlighting the reasons there of, along with the technical bid. But OIL reserves the right for acceptance or rejection of the deviation(s).</p>	
6.0	The bidders are to confirm each points of Technical specifications, Scope of Work,BEC/BRC,Notes to Bidders separately as per Annexure-I, II & III. Simply mentioning "All the points of Technical specifications, Scope of Work, Notes to Bidders, BEC/BRC have been fulfilled" will not suffice.	
7.0	The Bidder to submit duly filled Annexure-I, I(A), I(B), I(C), I(D), II along with their technical bid for evaluation of OIL.	

# QUALITY ASSURANCE PLAN

## Annexure I(E)

Manufacture:													
Client: OIL INDIA LIMITED													
Item: Loco Type Manual Gas Fired Boiler							DWG No:						
QAP:							GEM PO No:						
Design Code: IBR 1950 with Latest Amendment							TPIA:						
Tag No:							QTY:						
Sr. No.	Item Description	Characteristic to be Checked		CAT	Type / Method of Check	Extent of Check	Reference Document	Acceptance Standard	Format of Record	Agency			Remark
										RI	IBR	TPI	
1	MATERIAL IDENTIFICATION												
1.1	Plate for Pressure Part, Tubes, Pipes, Fitting Nozzle.	1	Chemical & Physical Properties	M	Physical & MTC Reviewed	As per specification	IBR Approved Drawing	Material Specification	Mill TC	H	W	R	
		2	Dimension & surface quality	M	Meas. & Visual	100%			IR				
1.2	Bolts, Nuts for Nozzle Flanges & Structural.	1	Physical, Chemical Properties, Heat Treatment	M	Physical & Chemical Testing	As per specification			MFTRS TC, IR	H	---	R	
		2	Dimension & surface quality	M	Meas. & Visual	100%			IR				
1.3	Non Pressure Part Plates and Structure.	1	Chemical & Physical Properties	M	Physical & MTC Reviewed	As per specification	Approved Drawing	Material Specification	Mill TC	H	---	R	
		2	Dimension & surface quality	M	Meas. & Visual	100%			IR				
2	In Process Inspection												
2.1	Welding Procedure Specification.		Correctness	M	Scrutiny	100%	WPS	WPS- ASME SEC-IX/ IBR Welders	WPS	H	R	R	
2.2	Welding Procedure Qualification Tes.t & Record		Desired Property of Welding, Establishing Correctness of Welding Variables	M	Physical & Chemical Tests	100%	WPS / PQR	WPS /PQR- ASME SEC-IX/ IBR Welders	WPS / PQR	H	R	R	
2.3	Welder Performance Qualification.		Ability of welder to make sound weld	M	Radiography	100%	WPQ	WPS- ASME SEC- IX/ IBR Welders	WPQ	H	R	R	
2.4	Ground inspection of Tube Plates after Drilling.		Dimension, Orientation, Holes Qty, Ligament, D'burring	M	Meas. , Visual	100%	IBR Appd. Drgs	IBR Appd. Drgs	IR	H	W	R	
2.5	Long- seam(LS) set-up of Main shell, Crown Plate after rolling.		ID Template, Ovality, Dimensions, Joint Preparation, Tack Edge DP Test	CR	Meas. , Visual	100%	IBR Appd. Drgs	IBR Appd. Drgs	IR	H	W	R	

# QUALITY ASSURANCE PLAN

## Annexure I(E)

<b>Manufacture:</b>													
<b>Client:</b> OIL INDIA LIMITED													
<b>Item:</b> Loco Type Manual Gas Fired Boiler						<b>DWG No:</b>							
<b>QAP:</b>						<b>GEM PO No:</b>							
<b>Design Code:</b> IBR 1950 with Latest Amendment						<b>TPIA:</b>							
<b>Tag No:</b>						<b>QTY:</b>							
Sr. No.	Item Description	Characteristic to be Checked		CAT	Type / Method of Check	Extent of Check	Reference Document	Acceptance Standard	Format of Record	Agency			Remark
										RI	IBR	TPI	
2.6	Shell to Shell Cir- seam (CS) set-up of Main Shell, FS		ID template, Ovality, Dimensions Joint Preparation, Tack Edge DP Test, Alignment	CR	Meas. , Visual	100%	IBR Appd. Drgs	IBR Appd. Drgs	IR	H	W	R	
2.7	Set- Up of Nozles to Shell		Dimension, Orientation, Joint Preparation & Visual	CR	Meas. , Visual	100%	IBR Appd. Drgs	IBR Appd. Drgs	IR	H	W	R	
3	Set- Up of Tube Sheet To Shell ( Main Shell, Furnace)		Dimension, Orientation, No. of gussets, Joint Preparation, Visual, RT clearance,	M	Meas. , Visual	100%	IBR Appd. Drgs	IBR Appd. Drgs	IR	H	W	R	
2.9	Set- Up of Back Tube Sheet To Shell & Tubes Insertion		Dimension, Orientation, Joint Preparation, Visual , RT clearane,Tubes projection & Expanding	M	Meas. , Visual	100%	IBR Appd. Drgs	IBR Appd. Drgs	IR	H	W	R	
2.10	Dye Penetrant Test after back chipping from 2nd side		Weld Soundness	M	Visual	100%	Appd. Procedure	Appd. Procedure	IR	H	---	W*	
2.11	Finished Welding of LS & CS Butt Joint		Visual Inspection, NDT Compliance, Dimension, Review of all report	M	Visual	100%	IBR Appd. Drgs, WPS, RT Proc.	IBR Appd. Drgs, WPS, Proc.	RT Report, IR	H	R	R	
2.12	Inspection before Post weld heat treatment		Surface condition from Inside & Outside, Dimension	M	Visual, Dimension	100%	IBR Appd. Drgs	IBR Appd. Drgs	SR Chart, Witness Sheet	H	W	R	
2.13	Post Weld Heat Treatment		Rate of Heating, Cooling, Soaking Temperature and Time	M	Visual	100%	Appd. Drgs, PWHT Proc.	IBR Appd. Drgs	SR Chart, Log-sheet	H	R	R	
2.14	Inspection After PWHT		Surface Condition from Inside & Outside, Dimension	M	Visual, Dimension	100%	IBR Appd. Drgs	IBR Appd. Drgs	SR Chart, Witness Sheet	H	W	R	

# QUALITY ASSURANCE PLAN

## Annexure I(E)

Manufacture:													
Client: OIL INDIA LIMITED													
Item: Loco Type Manual Gas Fired Boiler						DWG No:							
QAP:						GEM PO No:							
Design Code: IBR 1950 with Latest Amendment						TPIA:							
Tag No:						QTY:							
Sr. No.	Item Description	Characteristic to be Checked	CAT	Type / Method of Check	Extent of Check	Reference Document	Acceptance Standard	Format of Record	Agency			Remark	
									RI	IBR	TPI		
3	FINAL INSPECTION												
3.1	Final Inspection of dimensional and visual before Hydro Test		Dimension, Visual Inspection, Tube Exapansion, Tube Projection & Rounding, Inside Edge Round of FS, Stay Bar Projection & Welding, Review of SR (Where Applicable), DT Testing, Requirment of NDT Testing Covered, Report of PTC	CR	Meas., Visual, RF Pad Pneumatic Test	100%	IBR Appd. Drgs, WPS, RT Proc.	IBR Appd. Drgs, WPS, RT Proc.	RT Summary, IR, SR Chart, Material Heat Chart, PTC Report	H	W	R	
3.2	Hydraulic Testing		Pressure Drop, Visual Leakage, Tube Plate Ddeflection, OCF Check.	CR	Meas. , Visual	100%	IBR Appd. Drgs	IBR Appd. Drgs	IR	H	W	W	
3.3	Surface Preparation & Painting		Surface Preparation, DFT, Finishing shed	M	Meas. , Visual	100%	IBR Appd. Drgs, Procedure		IR	H	NA	R	
3.4	Final Inspection After Fitting of Smoke Box, Insulation & Cladding and Painting, Mountings, Burner etc- Pre Dispatch Inspection		Dimension, Visual, Insulation, Refractory to Door, Internal cleaning	M	Meas. , Visual	100%	Appd. Drgs/PO		IR	W	NA	W	
3.5	Inspections of Brought Out Items		Make & Model	M	Physically	100%	As per PO	As per PO			NA	R	
4	Inspection Release Note		Asbuilt Drg, Document Review, Check scope of supply	M	Document review	100%	IBR Appd. Drgs, PO	IBR Appd. Drgs, PO	IR, MTC, Heat Chart, NDT Report	H	NA	P	

# QUALITY ASSURANCE PLAN

## Annexure I(E)

<b>Manufacture:</b>												
<b>Client:</b> OIL INDIA LIMITED												
<b>Item:</b> Loco Type Manual Gas Fired Boiler						<b>DWG No:</b>						
<b>QAP:</b>						<b>GEM PO No:</b>						
<b>Design Code:</b> IBR 1950 with Latest Amendment						<b>TPIA:</b>						
<b>Tag No:</b>						<b>QTY:</b>						
Sr. No.	Item Description	Characteristic to be Checked	CAT	Type / Method of Check	Extent of Check	Reference Document	Acceptance Standard	Format of Record	Agency			Remark
									RI	IBR	TPI	
	DFT- Dry Film Thickness		PT- Liquid Penetrant Test					PQR- Procedure Qualification Record				
	IR- Inspection Report		RT- Radiography Test					FS- Furnace Shell				
	H- Hold Point		MTC- Material Test Certificate					SR-Stress Reliving				
	A- Approval		WPQ- Welder Performance Qualification					CR- Critical				
	WPS- Welding Procedure Spection		NDT-Non Destructive Testing					M- Major				
	"H" = Hold.		CAT- Categories					MI- Minor				
	"W" = Witness.		"P" - To Prepare									
	"R" = Review.		"A" - Acceptance									
	"M"= Monitaring Point											
Personnel doing the work shall notify assigned Quality representative when work is to be performed so that witnessing activities can take place. Work does not stop if assigned representative is not present.												
Full Review (100 % reviews of documents such as procedures, drawings, Inspection & testing Records, etc.)												
Work shall not proceed without release from assigned Quality representative.												
<div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Prepared By -</div> <div>Reviewed By -</div> <div>Approved By - Client</div> </div>												

## **ANNEXURE – II**

### **Bid Rejection Criteria/Bid Evaluation Criteria (BRC/BEC)**

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as nonresponsive and rejected. All the documents related to BEC shall be submitted along with the technical bid.

<b>Sl. No.</b>	<b>Bid Requirement</b>	<b>Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)</b>
<b>A.1 TECHNICAL</b>		
<b>A.1.1 IN CASE THE BIDDER IS THE ORIGINAL EQUIPMENT MANUFACTURER (OEM), the bidder must meet the following criteria failing which the bid shall be rejected.</b>		
i)	The Manufacturer/OEM should be approved/licensed by Directorate of Boiler of the respective state, where the manufacturing plant is located, for the manufacturing of Class-I Boiler as per "IBR-1950" and the valid certificate in this regard shall be submitted.	
ii)	The Manufacturer/OEM shall carry out the fabrication work of the tendered item by engaging IBR certified qualified welder(s).  Bidder to provide an undertaking of engaging qualified welders upon award of contract along with the bid.	
iii)	The Manufacturer/OEM shall confirm and provide undertaking for all Statutory Documentation & I&C Work from Chief Inspectorate of Boiler - Govt. of Assam, as per clause no: 2.0 (g) in Special Terms & Conditions, Annexure-I(D).	
iv)	<b>Bidder's experience:</b>  The Manufacturer/OEM shall have the experience of successful supply and completion (including commissioning of the equipment) for Three (03) nos. of Package/Loco Boiler of same/higher capacity (evaporation capacity of 2000 kg/hr or higher Steam Generating Capacity at 17.58 Kg/cm <sup>2</sup> or higher-Pressure Rating) as the tendered item, against P.O.(s)/contract(s) awarded in the last seven (07) years preceding the original bid closing date of this tender, to any E&P company, Power plants and Downstream company.  Documentary evidence in support of above are to be submitted as per Clause No. A.1.1 (v) below:	



Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
v)	<p>The Manufacturer/OEM shall submit copies of the following in support of previous supply experience [Clause No. A.1.1(iv)]:</p> <ul style="list-style-type: none"> <li>a) Copy(ies) of the P.O.(s) / Contract(s) and</li> <li>b) Any one or combination of the following documents to the satisfaction of OIL, which when combined together, confirms the successful execution of each of the purchase order(s) / contract(s)- <ul style="list-style-type: none"> <li>i) Performance / Commissioning Certificate issued on client's letterhead with signature and stamp</li> <li>ii) Copy of Consignee delivery receipts/challans</li> <li>iii) Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules</li> <li>iv) Copy of Commercial Invoice/Payment Certificate</li> <li>v) Any other documentary evidence that can substantiate the successful execution of each of the P.O. cited above</li> </ul> </li> <li>c) Additionally, the bidder shall also furnish the address including contact details of its client(s) to whom the above supplies were made.</li> </ul> <p><b>Note:</b> The Contract(s)/Purchase Order(s) date need not be within 7 (Seven) years preceding the original bid closing date of this tender. However, the execution of supply should be within 7 (seven) years preceding original bid closing date of this tender.</p>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
<b>A.1.2 IN CASE THE BIDDER IS AN AUTHORIZED AGENT/ DEALER/DISTRIBUTOR/ SUPPLY HOUSE OF AN OEM, the bidder must meet the following criteria failing which the bid shall be rejected.</b>		
i)	<p>The bidder shall be an authorized agent/ dealer/ distributor/ supply house of a Manufacturer/ OEM. The Manufacturer/OEM must have valid certification of the Manufacturing Plant to Manufacture Class-I Boiler as per Clause A.1.1 (i).</p> <p>Alongwith the technical bid, the bidder must submit valid authorization letter / dealership certificate with warranty / guarantee back up from the Manufacturer/OEM, with all relevant certification [as per clause A.1.1 (i)].</p>	
ii)	<p>The Manufacturer/OEM shall carry out the fabrication work of the tendered item by engaging IBR certified qualified welder(s).</p> <p>Bidder to provide an undertaking of engaging qualified welders upon award of contract along with the bid.</p>	
iii)	<p>The Manufacturer/OEM shall confirm and provide undertaking for all Statutory Documentation &amp; I&amp;C Work from Chief Inspectorate of Boiler - Govt. of Assam, as per Clause no: 2.0 (g) in Special Terms &amp; Conditions, Annexure-I(D).</p>	
iv)	<b>Past experience:</b>	
(a)	<p>The Manufacturer/OEM shall have the experience of successful supply and completion (including commissioning of the equipment) for Three (03) nos. of Package/Loco boiler of same/higher capacity (evaporation capacity of 2000 kg/hr or higher Steam Generating Capacity at 17.58 Kg/cm<sup>2</sup> or higher-Pressure Rating) as the tender item, against P.O.(s)/contract(s) awarded in the last seven (07) years preceding the original bid closing date of this tender, to any E&amp;P company, Power plants and Downstream company.</p>	
(b)	<p>Additionally, the bidder also shall have the experience of successful supply and completion (including commissioning of the equipment) for Three (03) nos. of Loco boiler/Packaged boiler of same/higher capacity (evaporation capacity of 2000 kg/hr or higher Steam Generating Capacity at 17.58 Kg/cm<sup>2</sup> or higher-Pressure Rating) as the tender item, against P.O.(s)/contract(s) awarded in the last seven (07) years preceding the original bid closing date of this tender, to any E&amp;P company, Power plants and Downstream company.</p>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
v)	<p>The bidder shall submit documents in support of previous supply experience of the Manufacturer/OEM with all relevant certification, and past supply experience for himself as applicable under clause A.1.2 (iv) (a) &amp; (b) as follows:</p> <p>a) Copy(ies) of the P.O.(s) / Contract(s) and</p> <p>b) Any one or combination of the following documents to the satisfaction of OIL, which when combined together, confirms the successful execution of each of the purchase order(s) / contract(s)-</p> <ul style="list-style-type: none"> <li>i) Performance / Commissioning Certificate issued on client's letterhead with signature and stamp</li> <li>ii) Copy of Consignee delivery receipts/challans</li> <li>iii) Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules</li> <li>iv) Copy of Commercial Invoice/Payment Certificate</li> <li>v) Any other documentary evidence that can substantiate the successful execution of each of the P.O. cited above</li> </ul> <p>c) Additionally, the bidder shall also furnish the address including contact details of its client(s) to whom the above supplies were made.</p> <p><b>Note:</b> The Contract(s)/Purchase Order(s) date need not be within 7 (Seven) years preceding the original bid closing date of this tender. However, the execution of supply should be within 7 (seven) years preceding original bid closing date of this tender.</p>	
<b>A.1.3</b>	<p>Bidder must categorically confirm in the technical bid a delivery schedule within 300 days after receipt of formal order through GeM Portal.</p> <p>Bidder must also confirm in the technical bid that they will complete the commissioning job in all aspect within 45 days from the date of intimation from OIL on site readiness, after receipt of goods at site.</p>	
<b>A.2: FINANCIAL</b>		
1.0	<p>The bidder must have annual Financial Turnover from Operations equal to or more than <b>Rs. 453.93 Lakh</b> in any of the preceding 3 (three) financial / accounting years reckoned from the original bid closing date as per the Audited Annual Reports.</p> <p>[Annual Financial Turnover of the bidder from operations shall mean – “Aggregate value of the realization of amount made from sale, supply or distribution of goods or on</p>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	account of services rendered, or both, by the company (bidder) during a financial year" as per Companies Act, 2013 Section 2(91).]	
2.0	<p>The "Net Worth" of the bidder must be positive for the financial / accounting year just 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 <b>PROFORMA- A</b>) 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><b>Note:</b></p> <p>a) For proof of Annual Turnover &amp; 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 &amp; Net worth as per format prescribed in <b>PROFORMA – B</b>.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit &amp; 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</p>	

Sl. No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
	the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.	
4.0	<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> <p>i) Turnover of the parent/ ultimate parent/ holding company should be inline with requirement.</p> <p>ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with the requirement.</p> <p>iii) Corporate Guarantee (as per <b>PROFORMA-C</b>) on parent / ultimate parent / holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them.</p> <p>iv) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company.</p>	

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**ANNEXURE-III**

**GENERAL NOTES TO BIDDERS :**

<b><u>Sl. No.</u></b>	<b><u>Bid Requirement</u></b>	<b><u>Bidder's Response</u></b>  <b><u>(Complied/Not Complied)</u></b> <b><u>Reference to any document attached along with the bid)</u></b>
1.0	Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation	
2.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications.	
3.0	<p>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 (if the actual GST as per HSN is more than 12%) against supply of goods 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.</p> <p>Bidder(s) must note that above concessional GST shall be applicable only against supply of goods. GST against other services including installation /commissioning, if any, involved in the tender shall be as per HSN/SAC.</p> <p>Note: Essentiality certificate shall be issued by OIL, only if the actual applicable GST as per HSN of the item quoted is more than 12%.</p>	
4.0	<p><b><u>MICRO AND SMALL ENTERPRISES (MSE)</u></b></p> <p>MICRO Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No.CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DLE-16062021-227649 dated 16th June,2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <p><b>Udyam Registration Number with Udyam Registration Certificate.</b></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>	

4.1	For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturer of tendered item (Primary Product Category) and registered with the appropriate authority for the said item(s).	
5.0	<p><b><u>TAX COLLECTIBLE AT SOURCE (TCS):</u></b></p> <p>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  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.</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>	
6.0	<p><b><u>INTEGRITY PACT:</u></b></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 <b>PROFORMA-D</b> 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: <a href="mailto:tmbhasin@gmail.com">tmbhasin@gmail.com</a></p> <p>Shri Ram Phal Pawar, IPS (Retd.),  Former Director, NCRB, MHA  E-mail IDs: <a href="mailto:rpawar61@hotmail.com">rpawar61@hotmail.com</a>  <a href="mailto:ramphal.pawar@ips.gov.in">ramphal.pawar@ips.gov.in</a></p>	

	<p>Shri Ajit Mohan Sharan, IAS (Retd.) Former Secretary, Ministry of Ayush, Govt. of India Mob No.: 9810701876 E-mail: ams057@gmail.com</p> <p>In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract.</p>	
7.0	<p><b><u>PREFERENCE TO MAKE IN INDIA (MII) :</u></b></p> <p>Department for Promotion of Industry and Internal Trade (DPIIT), has issued the revised 'Public Procurement (Preference to Make in India), Order 2017" vide Order no. No. P-45021/2/2017-PP (BE-II) dated 04.06.2020. Bidders are requested to go through the policy and its subsequent amendments, if any, and take note of the same while submitting their offer.</p> <p>I) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. Such undertaking shall become a part of the contract.</p> <p>II) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>	
8.0	<p><b><u>RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:</u></b></p> <p>Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 and amended vide O.M. No. F.7/10/2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/7 (4)/2017-Fin dated 24.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested</p>	



to take note of the following clauses and submit their offers accordingly wherever applicable.

(1) 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) "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) "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) The beneficial owner for the purpose of para (3) above will be as under:

(i) 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.

(ii) 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;

	<p>(iii) 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;</p> <p>(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>(v) 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.</p> <p>(5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>(6) 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.</p> <p>(7) <b>Validity of Registration:</b> 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.</p> <p>(8) <b>Undertaking regarding compliance:</b> The bidders are required to provide undertakings as per <b>PROFORMA – E(I), PROFORMA – E(II) &amp; PROFORMA – E(III)</b> 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.</p>	
9.0	<p><b><u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u></b></p> <p>Banning Policy of Oil India Limited (Revised on 17.03.2023 inline with the provisions of Office Memorandum No. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance) as uploaded in OIL's website and revised guidelines will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.</p> <p>The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening /evaluation /Award of Work.</p> <p>The bidder shall fill up and submit proforma of declaration of Blacklisting/Holiday Listing (<b>PROFORMA – F</b>) along with the technical bid.</p>	

10.0	<p><b><u>MODIFICATION/AMENDMENT OF TENDER DOCUMENT:</u></b></p> <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>															
11.0	<p>The tender has been floated in GeM portal under Single Stage Two Bid System. Therefore, bidder must not disclose their prices in their technical offer. The technical bid shall contain 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>															
12.0	<p>All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including freight, insurance, loading and unloading.</p>															
13.0	<p>The vendor/bidder/supplier/service provider has to make his own arrangements for transportation, accommodation and any other expenses of its personnel when visiting OIL's office/premises/site within the scope of the solution. All expenses of vendor's/bidder's/supplier's/service provider's personnel during execution of the job/contract/order/scope of work shall be to vendor's account.</p>															
14.0	<p><b><u>PERFORMANCE SECURITY:</u></b></p> <p>Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value with validity as mentioned in the tender document. The Performance Security must be submitted exactly as per <b>PROFORMA – G</b>. Bidder must confirm the same in their Technical Bid.</p> <p>The Bank Guarantee issued by the bank must be routed through SFMS platform as per the 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><b><i>[Order Number should reflect in the SFMS text under MT 760/MT 760 COV]</i></b></p> <p>The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under:</p> <table><tr><th colspan="2">Bank Details of Beneficiary</th></tr><tr><td>Bank Name</td><td>ICICI BANK LTD.</td></tr><tr><td>Branch Name</td><td>DULIAJAN</td></tr><tr><td>Branch Address</td><td>KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602</td></tr><tr><td>IFSC Code</td><td>ICIC0000213</td></tr><tr><td>Unique identifier code (Field 7037)</td><td>OIL503988890</td></tr><tr><td>Company name</td><td>Oil India Limited</td></tr></table>	Bank Details of Beneficiary		Bank Name	ICICI BANK LTD.	Branch Name	DULIAJAN	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602	IFSC Code	ICIC0000213	Unique identifier code (Field 7037)	OIL503988890	Company name	Oil India Limited	
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Unique identifier code (Field 7037)	OIL503988890															
Company name	Oil India Limited															

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

- i. Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.
- ii. Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.
- iii. Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.
- iv. The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.
- v. The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally, and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2023.
- vi. The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.
- vii. The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.
- viii. Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2023.
- ix. In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the Purchase Order placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2023. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.
- x. In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the

	Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (10% of annualized contract value valid for three months beyond entire execution period).															
15.0	<p><b><u>BID SECURITY:</u></b></p> <p><b>The Bid Security / EMD submitted in the form of Bank Guarantee, should be valid for a period of 45 days beyond the bid validity, reckoned from the original bid end date.</b></p> <p>Bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format <b>(PROFORMA – I)</b> as Bank Guarantee (BG) or Online payment. <i>(Refer GeM GTC for details).</i></p> <p>In case of the Bid Security is submitted in the form of Bank Guarantee, scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and hard copy of the Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing which the bid shall be rejected without making any reference to the bidder. This is in supersession of GeM GTC allowing for submission of hard copy of bid security / EMD within 5 days of Bid Closing Date.</p> <p>A bid shall be rejected straightway if Bid Security/EMD (in the form of bank Guarantee) received with-</p> <p>(i) Validity shorter than the validity indicated in the GeM Bid <b>AND/OR</b> (ii) Bid Security/EMD amount lesser than the amount indicated in the GeM Bid.</p> <p>The Original Bid Security shall be submitted manually in sealed envelope <b>superscribed</b> with tender no., tendered item detail and due date to: <b>GM-MATERIALS, MATERIALS DEPARTMENT, KIND ATTENTION – A. J. HIRA, SR. MANAGER MATERIALS, OIL INDIA LIMITED, DULIAJAN- 786602, ASSAM.</b></p> <p>In case of Online payment of Bid Security, bidder shall provide the Online transaction details in their online bid as proof of submission of Bid Security to OIL. 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> <table><tr><th colspan="2"><b>OIL's Bank account Details for Online submission of Bid Security</b></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>i. Bid Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.</p>	<b>OIL's Bank account Details for Online submission of Bid Security</b>		Name	Oil India Limited	Bank	State Bank of India	Branch	Duliajan	Account Number	10494832599	Account Type	Current	IFSC Code	SBIN0002053	
<b>OIL's Bank account Details for Online submission of Bid Security</b>																
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Bank	State Bank of India															
Branch	Duliajan															
Account Number	10494832599															
Account Type	Current															
IFSC Code	SBIN0002053															

- ii. Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.
- iii. Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.
- iv. Bank Guarantee with condition other than those mentioned in OIL's prescribed format/GeM Bank Guarantee format shall not be accepted.
- v. The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.
- vi. The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- vii. The Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- viii. In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of OIL's Banning Policy. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as OIL may think appropriate.
- ix. In case of Bank Guarantee, the Bank Guarantee issuing bank branch must ensure the following:

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

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/MT 767 COV for amendment of bank guarantee.

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

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

<b>Bank Details of Beneficiary</b>	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890

	<table><tr><td>Company name</td><td>Oil India Limited</td></tr></table> <p>The bidder shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p> <p>x. The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will, however, extend validity of the Bid Security till such time the Performance Security is furnished.</p> <p>xi. For timely return of Bid Security, bidders shall submit following details alongwith their technical bid.</p> <ul style="list-style-type: none"><li>For Bank Guarantee((BG): Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.</li><li>Online payment: Name, Email id, Phone number and Bank details (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.</li></ul> <p>In case of non-submission of above details, return of Bid Security may be delayed.</p>	Company name	Oil India Limited	
Company name	Oil India Limited			
16.0	<p>(i) Bid Security : shall be submitted as mentioned in the Tender</p> <p>(ii) PBG: Shall be submitted as per tender within 15 days from placement of order in case of award.</p> <p>(iii) Delivery period: As per tender</p> <p>(iv) Payment terms: As per tender</p> <p>(v) Exception / Deviation: Nil</p> <p>(vi) Warranty: As per tender</p> <p>(vii) Packing, forwarding: Included as required in the tender.</p> <p>(viii) TPI charges: Included in the tender, if applicable .</p> <p>(ix) Transportation &amp; transit insurance up to destination: Included as required in the tender.</p> <p>(x) Loading &amp; unloading at site: Included as required in the tender.</p> <p>(xi) GST: Inclusive in quoted cost.</p> <p>(xii) GeM General Terms &amp; Conditions: Acceptable</p> <p>Bidder must confirm compliance as mentioned above in toto. Exception/Deviation to above terms &amp; conditions are not acceptable.</p>			
17.0	<p><b><u>NUMBER OF DESPATCHES:</u></b> Unless otherwise mentioned, the total quantity for a particular consignee and / or for a specified delivery schedule shall be supplied / delivered in 01 (One) Lot. OIL reserves the right for non-acceptance of delivery of part quantity and shall have no liability for any loss to the supplier in case of such rejection of part delivery.</p>			
18.0	<p><b><u>DELIVERY TIMING:</u></b> 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</p> <p>a) Monday to Friday: (i) Slot-1: 08.00 AM to 10.00 AM (ii) Slot-2: 12.30 PM to 02.00 PM</p> <p>b) Saturday: 08.00 AM to 10.00 AM</p>			

	Note: No delivery shall be made on Sunday / National Holidays	
19.0	<b><u>PACKING:</u></b> Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.	
20.0	<b><u>SET-OFF:</u></b> 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).	
21.0	<p><b><u>FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.</u></b></p> <p>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.</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices. Note: (i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller). (ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).</li> </ul>	
22.0	<p><b><u>SAFETY PRACTICES: -</u></b></p> <ul style="list-style-type: none"> <li>(i) The successful bidder shall abide by all safety and security rules and regulations existing in the OIL's Installations. The successful bidder shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc. The successful bidder shall be required to take work permit from respective shift in charges for each day and each shift for all kind of jobs. There can be instances of not getting</li> </ul>	



	<p>permits, withdrawing of permits already issued at any stage of work due some operational safety and security reasons. For any stoppage of work for such reasons no claim whatsoever will not be considered.</p> <p>(ii) Stand by firefighting equipment will be deployed at the work site by OIL. However, at least two of the successful bidder's personnel deployed for the work must be capable of handling the firefighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the successful bidder's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.</p> <p>(iii) Any compensation arising out of the job carried out by the successful bidder whether related to pollution, Safety or Health will be paid by the successful bidder only.</p> <p>(iv) Any compensation arising due to accident of the successful bidder's personnel while carrying out the job, will be payable by the successful bidder.</p> <p>(v) The successful bidder shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL.</p> <p>(vi) In case the successful bidder is found non-compliant of HSE laws as required, the company will have the right for directing the successful bidder to take action to comply with the requirements, and for further non-compliance, the successful bidder will be penalized as per prevailing relevant Acts/ Rules/ Regulations.</p> <p>(vii) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures, Company will have the right to direct the successful bidder to cease work until the non-compliance is corrected.</p> <p>(viii) All safety gears like safety boots, helmets, safety belts, hand gloves, safety goggles, gas masks etc. required for carrying the job in a safe manner shall be arranged by the successful bidder. In case the successful bidder fails to provide the safety gears, the same will be provided by OIL and the cost of such safety items will be deducted from the successful bidder's bills.</p> <p>(ix) CLEARANCE OF SITE: - As a part of the job, the successful bidder shall completely remove all the temporary/ disposable materials if needed while execution of work or after completion of work at his own cost and dispose off the same as directed by Engineer-in-Charge.</p> <p>(x) The successful bidder shall maintain first aid facilities for its employees. All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of the successful bidder's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.</p> <p>(xi) The successful bidder shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work, the successful bidder shall consult with Employer's safety Engineers and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this job or to any of the Employer's existing property.</p>	
23.0	<p><b><u>SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CENTRAL PUBLIC ENTERPRISES (CPSES) INTER-SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ORGANISATIONS(S) - ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD).</u></b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public</p>	

	Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Department/Organisations (excluding disputes relating to Railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS- 10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.	
24.0	<p><b><u>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:</u></b></p> <p>If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per <b>PROFORMA - I</b> along with their offer failing which their offer shall be liable for rejection.</p>	
25.0	<p><b><u>BIDDERS FINANCIAL STANDING:</u></b></p> <p>The bidder should not be under liquidation, court receivership or similar proceedings and should not be bankrupt. Bidder to upload undertaking <b>(PROFORMA-J)</b> to this effect with bid.</p>	
26.0	<p><b><u>UNLOADING FOR BULKY/HEAVY ITEMS:</u></b></p> <p>All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. <b>HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF BULKY/HEAVY ITEMS ONLY.</b> Supplier shall depute adequate crew, who has experience of unloading of such items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.</p> <p><b>OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from Duliajan.</b></p>	

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**PROFORMA – A**

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

**(ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER)**

**Ref: Clause No. B (3.0) - Financial Criteria of the BEC**

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

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

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

Place : .....

Date : .....

**Signature of the authorized signatory**

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

**PROFORMA – B**

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

<b>TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD</b>		
<b><u>TO WHOM IT MAY CONCERN</u></b>		
<p>This is to certify that the following financial positions extracted from audited financial statements of M/s ..... (Name of the bidder) for the last 3 (three) completed accounting years upto ..... (as the case may be) are correct.</p>		
YEAR	TURNOVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores
<p>Place:</p> <p>Date:</p> <p>Seal:</p> <p>Membership No.:</p> <p>Registration Code:</p> <p>Signature:</p>		

**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 – C**

**PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING**  
**(Delete whichever not applicable)**  
**(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

**DEED OF GUARANTEE**

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

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD ..... during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
  - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
  - (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
  - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
  - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
  - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
  - (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable)	for and on behalf of (Bidder)
<u>Witness:</u> 1. 2.	<u>Witness:</u> 1. 2.

**PROFORMA -D**

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

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

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

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

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

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.
- (iii) The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

**Section: 2 -Commitments of the Bidder/~~Contractor~~**

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

- (i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.
- (ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends

to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge

or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

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

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

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

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

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

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country

conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

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

(1) The Principal will enter into Pacts on identical terms with all bidders.

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

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

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

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

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

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

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

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

#### **Section:9 -Pact Duration**

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



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

**Section:10 -Other provisions**

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

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

**(3)** In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

-

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

<b>A. J. HIRA</b> <b>For the Principal</b>  Date :08.12.2023  Place : Duliajan	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
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**PROFORMA – E(I)**

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

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

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

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

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

**OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA**

**Dear Sirs,**

We, 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)

**PROFORMA – E(II)**

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**

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

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

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

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

**OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA**

**Dear Sirs,**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is 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 Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**PROFORMA – E(III)**

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

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

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

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

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

**OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA**

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)

**PROFROMA – F**

**PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING**

**TO,**

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

Dear Sir,

Sub: OIL's Tender No. \_\_\_\_\_

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by OIL India Limited, nor any inquiry is pending by Oil India Limited in respect of corrupt or fraudulent practice.

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

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

**PROFORMA – G**  
**FORMAT FOR PERFORMANCE BANK GUARANTEE**

To,  
**GENERAL MANAGER – MATERIALS (HOD)**  
**OIL INDIA LIMITED, MATERIALS DEPARTMENT,**  
**DULIAJAN, ASSAM, INDIA, PIN – 786602**

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

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

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

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

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

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

- A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO:  
IFSC CODE OF THE BANK:
- B. Controlling Office:  
Address of the Controlling Office of the BG issuing Bank:  
Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS:.....  
Designation:.....  
Name of the Bank:.....  
Address:.....

**UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE**

To,

Oil India Limited,  
Materials Department,  
Duliajan, Assam - 786602

We, M/s ..... are submitting the Bid Security/Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No ..... for an amount of INR... ..... valid up to ..... as per terms and conditions of Tender / Contract No.....

**BG issuing bank details:**

Bank: Branch: IFS Code:	
<b>Contact Details</b> E-mail Addresses:	Mobile No.: Telephone No.: Fax No.:
<b>Correspondence Address</b> H No/Street/City:	State: Country: Pin Code:

**Declaration:**

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Vendor Code: \_\_\_\_\_

Email ID: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Enclosure: Original bank guarantee

**PROFORMA - H**

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

Sealed with the said Bank this .....day of .....

THE CONDITIONS of this obligation are:

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

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

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

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

A. Issuing Bank:

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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



Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

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

Place: \_\_\_\_\_

**PROFORMA - I**

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION  
OF AUTHENTIC INFORMATION/DOCUMENTS**

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

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

Date \_\_\_\_\_

To,

**General Manager (Materials)  
Materials Department  
Oil India Limited, Duliajan**

**Sub: Undertaking of authenticity of information/documents submitted**

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

Sir,

With reference to our quotation no. .... dated..... 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 – J**

**UNDERTAKING FOR BIDDERS FINANCIAL STANDING**

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

Dear Sir,

Sub: OIL's Tender No. \_\_\_\_\_

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

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

**PROFORMA – K**

**EXCEPTION / DEVIATION PROFORMA**

Oil India Limited expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remarks

**Signature of the Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Seal of the company**