

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	30-06-2021 11:00:00
<b>Bid Opening Date/Time</b>	30-06-2021 11:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	55 (Days)
<b>Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name</b>	Oil India Limited
<b>Organisation Name</b>	Oil India Limited
<b>Office Name</b>	Oil India Limited
<b>Total Quantity</b>	2
<b>Item Category</b>	10.3/4 Inches HIGH TORQUE HYDRAULIC POWER CASING TONG , 13.3/8" Inches HIGH TORQUE HYDRAULIC POWER CASING TONG
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	10.3/4 Inches HIGH TORQUE HYDRAULIC POWER CASING TONG
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value</b>	5292500
<b>Evaluation Method</b>	Item wise evaluation

### EMD Detail

Required	No
----------	----

### ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	20

(a). The EMD % will be applicable for each schedule/group selected during Bid creation.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### **Beneficiary:**

GM (F&A)

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

#### **Splitting**

Bid splitting not applied.

#### **MII Purchase Preference**

MII Purchase Preference	No
-------------------------	----

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

#### **MSE Purchase Preference**

MSE Purchase Preference	Yes
-------------------------	-----

1. 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.

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

#### **Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	2507500	10.3/4 Inches High Torque Hydraulic Power Casing Tong	1
Schedule 2	2785000	13.3/8" Inches High Torque Hydraulic Power Casing Tong	1

### 10.3/4 Inches HIGH TORQUE HYDRAULIC POWER CASING TONG ( 1 pieces )

Brand Type	Unbranded
------------	-----------

#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	1	180

### 13.3/8" Inches HIGH TORQUE HYDRAULIC POWER CASING TONG ( 1 pieces )

Brand Type	Unbranded
------------	-----------

#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	1	180

#### Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
-------	----------------	-------------	-------------------------

S.No.	Document Title	Description	Applicable i.r.o. Items
1	SCOPE <a href="#">View</a>	SCOPE	10.3/4 Inches HIGH TORQUE HYDRAULIC POWER CASING TONG(1)
2	SCOPE <a href="#">View</a>	SCOPE	13.3/8" Inches HIGH TORQUE HYDRAULIC POWER CASING TONG(1)

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

## Buyer Added Bid Specific Additional Terms and Conditions

- 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.
- 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.
- 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](#)
- Bidder shall submit the following documents along with their bid for Vendor Code Creation:
  - Copy of PAN Card.
  - Copy of GSTIN.
  - Copy of Cancelled Cheque.
  - Copy of EFT Mandate duly certified by Bank.
- 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.
- 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 : 5%  
Notification No.and date : 3/2017 dated 28/06/2017
- Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within 30 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."
- Scope of supply (Bid price to include all cost components) : Only supply of Goods

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and

conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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](#)

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.

**---Thank You---**

# ANNEXURE - I

TECHNICAL EVALUATION MATRIX (TO BE FILLED IN BY BIDDER DULY SIGNED)			
TECHNICAL SPECIFICATIONS			
Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation / Not Applicable)	TO BE FILLED BY THE BIDDER  Relevant Location of their Bid to support the remarks / compliance  (Reference of Document name / Serial number / Page number of bid for documentary evidence)
Item Number 1	<p><b><u>Item-1: 10.3/4 Inches HIGH TORQUE HYDRAULIC POWER CASING TONG. Qty = 1 No.</u></b></p> <p>10.3/4 Inches HIGH TORQUE HYDRAULIC POWER CASING TONG COMPLETED WITH ACCESSORIES AS PER FOLLOWING SPECIFICATIONS/FEATURES:</p> <p>(a) Pipe Range (Casing): To handle 4"(101.6 mm) to 10-3/4" (273.05 mm) API Casing.</p>		

<p>(b) Torque Capacity:  Ø Low Gear: Minimum 25,000 Ft Lbs.(3456.37 Kg-m)  Ø High Gear: Minimum 5,000 Ft Lbs. (691.27 Kg-m)</p> <p>(c) R.P.M range:  Ø High: 40-50 Rpm @ 65 GPM  Ø Low: 05- 10 Rpm @ 30 GPM</p> <p>(d) Weight: Minimum 1150 lbs. (521.64 Kg)</p> <p>(e) Maximum working pressure: 3000 psi.</p> <p>(f) Hydraulic Pressure Supply hose and return hose each of 60 ft. length (minimum) with quick release adaptor type end connectors (self-sealing type) shall be supplied with each hydraulic casing tong. The pressure supply hose and return hose connectors shall be 1" and 1 1/4" and pressure rating of 5000 psi &amp; 1500 psi respectively.</p> <p>(g) One (01) Set of Spring Hanger Assembly and Turn-buckles - The Hydraulic Casing tong shall be equipped with spring hanger and chain bridle (equipped with turn buckles) to suspend the tong in a proper plane.</p> <p>(h) Two (02) Sets of tensile load cell &amp; torque gauge to be provided with the assembly of rating minimum 0-25,000 ft.-lbs. with requisite hose and "D-shackle. (One set fitted &amp; one set extra) for monitoring/measuring produced torque.</p> <p>(i) The power tong should have two main controls i.e. one for "Clockwise-Neutral-Anticlockwise" rotation and other for "High &amp; Low speed".</p> <p>(j) The tong should be supplied with the following sizes of Jaw assemblies.</p> <ul style="list-style-type: none"> <li>i. 4-1/2 inches (114.30 mm) OD Casing Jaw-assy. fitted with dies: 1 set.</li> <li>ii. 5 inches (127.00 mm) OD Casing Jaw-assy. Fitted with dies: 1 set.</li> <li>iii. 5-1/2 inches (139.70 mm) OD Casing Jaw-assy. fitted with dies: 3 sets.</li> <li>iv. 7 inches (177.80 mm) OD Casing Jaw-assy. fitted with dies: 1 set.</li> <li>v. 9-5/8 inches (244.47 mm) OD Casing Jaw-assy. fitted with dies: 1 set.</li> </ul> <p>(k) Hydraulic Requirements: Not More than 65 GPM at 1000 PSI High Speed (70.3 Kg/Cm2)  Not less than 30 GPM at 3000 PSI Low speed (210.92</p>		
---	--	--

	<p>Kg/Cm2).</p> <p>(l) SIZE (Length x Width): Not more than 59 inches x 32 inches (1498 mm x 813 mm).</p> <p>(m) Operation, maintenance, service &amp; instructions manuals having detailed Schematic drawing indicating each &amp; every part with part nos. = Two (02) sets.</p>		
Item No -2	<p><b>Item-2: 13.3/8" Inches HIGH TORQUE HYDRAULIC POWER CASING TONG. Qty = 1 No.</b></p> <p>13-3/8 Inches HIGH TORQUE HYDRAULIC POWER CASING TONG COMPLETED WITH ACCESSORIES AS PER FOLLOWING SPECIFICATIONS/FEATURES:</p> <p>(a)Pipe Range (Casing): To handle 4"(101.60 mm) to 13-3/8"(339.725 mm) API Casings.</p> <p>(b) Torque Capacity: Ø Low Gear: Minimum 35,000 Ft Lbs.(4838.92 Kg-m) Ø High Gear: Minimum 7100 Ft Lbs. (981.61 Kg-m)</p> <p>(c) R.P.M range: Ø High:40 - 50 Rpm @ 65 GPM Ø Low: 05 - 10 Rpm @ 30 GPM</p> <p>(d) Weight: Minimum 1240 lbs. (562 Kg)</p> <p>(e) Maximum working pressure: 3000 psi.</p> <p>(f) Hydraulic Pressure Supply hose and return hose each of 60 ft. length (minimum) with quick release adaptor type end connectors (self-sealing type) shall be supplied with each hydraulic casing tong. The pressure supply hose and return hose connectors shall be 1" and 1 1/4" and pressure rating of 5000 psi &amp; 1500 psi respectively.</p> <p>(g) One (01) Set of Spring Hanger Assembly and Turn-buckles - The Hydraulic Casing tong shall be equipped with spring hanger and chain bridle (equipped with turn buckles) to suspend the tong in a proper plane.</p> <p>(h) Two (02) Sets of tensile load cell &amp; torque gauge to be provided with the assembly of rating minimum 0-35,000 ft.-lbs with requisite hose and "D"-shackle. (One set fitted &amp; one set extra) for monitoring/measuring produced torque.)</p> <p>(i) The power tong should have two main controls i.e.</p>		



	<p>one for "Clockwise-Neutral-Anticlockwise" rotation and other for "High &amp; Low speed".</p> <p>(j) The tong should be supplied with the following sizes of Jaw assemblies.</p> <p>i. 9-5/8 inches (244.47 mm) OD Casing Jaw-assy. fitted with dies: 1 set.</p> <p>ii. 13-3/8 inches (339.725 mm) OD Casing Jaw-assy. fitted with dies: 2 sets.</p> <p>(k) Hydraulic Requirements: Not More than 65 GPM at 1000 PSI High Speed (70.3 Kg/Cm2) Not less than 30 GPM at 3000 PSI Low speed (210.92 Kg/Cm2).</p> <p>(l) SIZE (Length x Width): Not more than 59 inches x 32 inches (1498 mm x 813 mm).</p> <p>(m) Operation, maintenance, service &amp; instructions manuals having detailed Schematic drawing indicating each &amp; every part with part nos. = Two (02) sets.</p>		
	<b>GENERAL NOTES TO BIDDERS</b>		
1	<p>Bidder should furnish detailed Catalogue, Drawing, and Literature (in printed form, not in computer media such as floppies or CDs) indicating all parts with part numbers along with the quotation in English language (US &amp; UK).</p> <p>The items shall be brand new, unused &amp; of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all</p>		

	defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment / dispatch or 12 months from the date of commissioning of the items, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.		
2	<p>Bidder should confirm that the items shall be brand new, unused &amp; free from any defect. In the event of an order, the items should be guaranteed against any manufacturing defect, workmanship etc. for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier. In the event any item is found defective, then it should be replaced by the supplier free of cost without any burden on Oil India Limited. Bidders must confirm the same in their quotations.</p> <p>Bidder must provide detailed specifications of the offered product and should forward relevant Catalogue, Drawings with exploded views and Literature (in printed form, not in computer media such as floppies or CDs) indicating the quoted items along with the quotation.</p>		
3	<p>Bidder should furnish list of recommended spares for two (02) years operation indicating part numbers, quantity and unit price of each and every spares separately along with the quotation in the commercial bid and categorically confirm the same in the technical bid (<b>price will not be considered for commercial evaluation</b>). The price should remain valid for at least two (02) years.</p> <p>Bidder(OEM) should forward a list of recommended spares for two (02) years operation with unit price for trouble free operations indicating part numbers, quantity &amp; unit price separately and categorically confirm the same in the technical bid (price should not be mentioned in the technical bid). However, the cost of these spares will not be considered for bid evaluation purpose. The price should remain valid for at least two (02) years.</p> <p><b>The "Recommended spare price list" shall be submitted in a sealed envelope in physical form (hard copy) to reach us on or before the Bid Closing date of the GeM Tender at following address:</b></p> <p><b>GM-MATERIALS, Materials Department, Oil India Limited, Duliajan -786602, Assam.</b></p>		

	<p>The envelope should be properly marked as mentioned below. The Bid submitted through GeM shall be rejected without further reference, if the sealed envelope is not received strictly as above on or before the Bid Closing date of the GeM Tender.</p> <p>The sealed envelope of only the Techno commercially acceptable bidders shall be opened along with priced bid. The sealed envelope shall only contain "Recommended spare price list" or any other attachment mentioned in the tender, however they shall not be considered for bid evaluation purpose. No other price details shall be submitted in the envelope as those shall not be considered for bid evaluation.</p> <p>(Procedure for marking of physical envelope) -</p> <p>1.0 The Recommended spare price list" mentioned in the tender shall be submitted in bidders own original letterhead duly signed by authorized signatory and stamped. It should be put in a sealed envelope bearing the following details on the left hand top corner:</p> <p>i) GEM Bid No.  ii) Bid closing date  iii) Brief Description of materials  iv) Bidder's Name, official address with Phone Nos. &amp; Email address.  v) Recommended spare price list" or any other attachment (as applicable).</p> <p>The above sealed envelope should then be put in another envelope bearing the following address:</p> <p>GM-MATERIALS,  Materials Department,  Oil India Limited,  Duliajan -786602, Assam.</p>		
4	The Bidder should indicate the name of the manufacturer, the country of origin, port of dispatch of the materials and their best delivery schedule.		
5	Items in the event of order should be embossed (die stamping) with purchase order number & date. Bidders shall confirm compliance to the same while quoting.		
6	Bidder must also provide test certificates of producing at least 25000 ft-lbs torque for the 10.3/4 inches Casing Power Tong And at least 35000 ft-lbs torque for the 13.3/8 inches Casing Power Tong with documentary evidence of recording the torque with the		

	supply, which is to be confirmed positively in the offer.		
7	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.		
8	Bidders are to quote for all the items as indicated in the NIT.		
9	The manufacturers of the Casing Power Tongs should procure brought out items, if any, from reputed sources. Bidders to specify the sources categorically and confirm compliance of the same in the technical bid.		
10	Offers must be complete with all necessary fittings and accessories. Bidder should confirm while quoting.		
11	Bidder should categorically confirm in the technical bid a delivery schedule within <b>Six (06) months</b> after receipt of formal order failing which their offer will be rejected.		

	<b>BID EVALUATION CRITERIA (BEC):</b>		
	<b>TECHNICAL:</b>	Bidders Remarks  Complied/Not Complied /Deviation	Relevant Location of the document in their Bid to support

			the remarks /compliance
Sl. No /Cl ause	<p align="center"><b><u>BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)</u></b></p> <p>The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p>		
A)	<b>BID REJECTION CRITERIA (BRC)</b>		
A1	<b>BRC- TECHNICAL:</b>		
1.	The Items shall be manufactured & tested as per relevant API norms as specified in the Tender (IF APPLICABLE). Bidder must confirm.		
2.	<b>EXPERIENCE:</b>		
2 A.	<b>MANUFACTURERS EXPERIENCE: IN CASE BIDDER IS THE MANUFACTURER</b>		
i	<p>Bidder must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant API certification as on the original bid closing date of the tender. Copies of relevant API certificates (having API authorization(s) for each of the item(s) mentioned in the tender) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid. Bids without copies of valid relevant API certificates or with break(s) in between will be rejected.</p> <p>Note: The above clause will be applicable only for those item(s) manufactured under API certifications, as specified in the tender.</p>		
ii	The bidder should have manufactured and supplied minimum 50% quantity (to be rounded to next higher whole figure) of each type of tendered items, of same or higher capacity and same or higher sizes, to any E&P companies/Drilling Contractors/Drilling service providers during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling		

	<p>agent/distributor/dealer/supply house).</p> <p>Documentary evidence in respect of manufacturing and supplying the above mentioned item should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:</p> <ul style="list-style-type: none"> <li>I. Signed and sealed Satisfactory supply/completion/installation report (in original on user's letter head)(OR)</li> <li>II. Bill of Lading (OR)</li> <li>III. Consignee delivery receipt/challan (OR)</li> <li>IV. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.(OR)</li> <li>VI. Commercial Invoice/ Payment Invoice</li> </ul> <p>Note: a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.</p> <p>b) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.</p>		
<b>B.</b>	<p><b>IN CASE THE BIDDER IS NOT A MANUFACTURER:</b></p> <p>If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected.</p>		
I.	Authorization certificate from the manufacturer (in original on manufacturer's letter head with signature & stamp) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.		
II.	Undertaking from the manufacturer (in original on manufacturer's letter head with signature & stamp) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.		
III.	Warranty backup from the manufacturer in original on manufacturer's letter head (with signature & stamp) against the quality of the tendered item(s) as specified in the tender.		
IV.	Documentary evidence in respect of manufacturer's experience in		

	manufacturing under relevant API certification (if applicable) as specified under para 2.A.(i) from the concerned manufacturer.		
V.	Documentary evidence in respect of <b>manufacturer's supply experience</b> as specified under para 2.A.(ii) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).		
VI.	Documentary evidence in respect of <b>bidder's own supply experience</b> of supplying minimum 50% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher capacity and same or higher sizes, during last 5 (five) years as on original bid closing date of the tender as specified in the para 2.A.(ii).		
3.	If the bidder is a manufacturer and has supplied minimum 25% quantity (to be rounded to next higher whole figure) any or all the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the bidder need not satisfy Clause 2.A.ii for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below:		
i)	If the bidder (manufacturer) has supplied minimum 25% quantity(to be rounded to next higher whole figure) <b>all the tendered items</b> then they shall have to indicate the Purchase Order(PO) nos. of OIL executed by them for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid.		
ii)	If the bidder(manufacturer) has supplied minimum 25% quantity(to be rounded to next higher whole figure) <b>only few types</b> of tendered items then they shall have to indicate the Purchase Order(PO) nos. of OIL executed by them for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by them to OIL, the bidder (manufacturer) has to submit supply experience as per clause 2(A).(ii) above.		
4.0	If the bidder is <b>sole selling agent / distributor / dealer / supply house</b> of any manufacturer and has submitted bid of the manufacturer who has supplied minimum 25% quantity (to be rounded to next higher whole figure) any or all the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the manufacturer need not satisfy Clause 2.A.ii for those items which have been supplied to OIL.In this situation, the bidder shall have to indicate as specified below:		

i)	If the manufacturer has supplied minimum 25% quantity(to be rounded to next higher whole figure) all the tendered items then the bidder shall have to indicate the Purchase Order(PO) nos. of OIL executed by that manufacturer for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, such bidder must meet clause no. 2.(B).(VI). above.		
ii)	If the manufacturer has supplied minimum 25% quantity(to be rounded to next higher whole figure) only few types of tendered items then the bidder shall have to indicate the Purchase Order(PO) nos. of OIL executed by that manufacturer for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by the manufacturer to OIL, the bidder has to submit supply experience as per clause 2(B).(V) above. However, such bidder must meet clause no. 2.(B).(VI) above		
5.0	Bidder should categorically confirm in the technical bid that the tendered items will be supplied within the delivery period as mentioned in the tender, without which the bid will be rejected		
6.0	<b>Additional Documents:</b>		
6.1	<p>In case, for supplementing manufacturer's supply experience criteria (2.A.ii), the manufacturer submits Purchase Order(s) and relevant documents which is through their sole selling agent/distributor/dealer/ supply house, then following additional documents are also to be submitted:</p> <p>a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).</p> <p>i) Bill of Lading (OR)  ii) Commercial Invoice / Payment of Invoice of the OEM (OR)  iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.</p>		
6.2	<p>In case, for supplementing the supply experience criteria for both itself and the manufacturer (2.B.V &amp; 2.B.VI), the sole selling agent / distributor / dealer / supply house of the manufacturer submits same set of signed Purchase Order(s) and relevant documents, then following additional documents are also to be submitted:</p> <p>a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the</p>		



	<p>following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).</p> <p>i) Bill of Lading (OR)  ii) Commercial Invoice / Payment of Invoice of the OEM (OR)  iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.</p>		
	<b>B). BRC -FINANCIAL:</b>		
	<p>1.0 <b>Annual Turnover</b> - The bidder shall have annual financial turnover of minimum <b>INR 26.47 Lakhs</b> during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.</p> <p>2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just proceeding to the original Bid Closing Date of the Tender.</p> <p>3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/ accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking (<b>ref. Proforma-6</b>) certifying that 'the balance sheet/Financial Statements for the preceding financial year 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 technical 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-7</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 the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>4.0 In case the Audited Balance Sheet and Profit &amp; Loss Account submitted along with the bid are in currencies other than INR or US\$, then the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit &amp; Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.</p> <p>5.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:</p> <p>i) Turnover of the parent/ ultimate parent/ holding company should be in line with Para 1.0 above.</p> <p>ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with Para 2.0 above.</p> <p>iii) Corporate Guarantee (as per Proforma-8 ) 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>		
--	---	--	--

## **SPECIAL NOTES TO BIDDERS:**

1.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% (for indigenous bidder) will be applicable as per Govt. Policy in vogue.

**2.0 Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 2 months prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.**

3.0 OIL's Reference No. PR = 1422134.

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

5.0 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.

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

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

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

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

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

\*\*\*

## B. COMMERCIAL CHECKLIST:

<u>Sl No.</u>	REQUIREMENT	COMPLIANCE
1.0	Whether quoted as manufacturer?	Yes / No
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	Yes / No
2.1	If quoted as OEM Dealer / Supply House. (a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	Yes / No
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
2.3	<b>Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.</b>	Yes / No
2.3.1	<b>Name and details of the E&amp;P companies/Drilling Contractors/Drilling service providers to whom the bidder has successfully executed orders / contracts for atleast 50% of the tendered quantity as per Experience criteria clause of BRC-Technical.</b>	
2.3.2	<b>Whether submitted the profile and other documents of the E&amp;P companies/Drilling Contractors/Drilling service providers for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)</b>	Yes / No
3.0	Name of Manufacturer.	
4.0	Place of Despatch.	
5.0	Local content amount and percentage. Details of locations at which the local value addition is made.	
6.0	Whether you are quoting under PP-LC or MSME policy.	

7.0	Name, Address, Phone No & E-mail id of Bidder.	
7.1	Bank details of Bidder.	

.....

**PROFORMA – 6**

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

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

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

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

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

Place :.....

Date :.....

Signature of the authorized signatory

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

**PROFORMA - 7**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

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

**PROFORMA – 8**

**PARENT/ ULTIM ATE 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.

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

\*\*\*\*\*

## INTEGRITY PACT

Between

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

And

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

### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **GeM Bid No.....**The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. 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 Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

**(1)** The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

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

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

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

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

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

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

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

## **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, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 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 intensions.

Sd-  
(TUHIN ROY)  
Chief Manager Materials (FD)

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....  
Witness 2: .....

Place. Duliajan  
Date .