



**OIL INDIA LIMITED**  
(A Government of India Enterprises)  
PO : Duliajan – 786602  
Assam (India)

TELEPHONE NO.: (91-374) 2808735  
Email: manish\_chowdhury@oilindia.in; erp\_mm@oilindia.in

**FORWARDING LETTER**

Tender No. : SDI5773P21/P6 DATED. 24.11.2020  
Tender Fee : NIL  
Bid Security : Applicable  
Bidding Type : SINGLE STAGE TWO BID SYSTEM  
Bid Closing on : 24.12.2020 (11.00 HRS IST)  
Bid Opening on : 24.12.2020 (14.00 HRS IST)  
Performance Security : Applicable  
Integrity Pact : Applicable

The complete bid documents and details for purchasing bid documents, participation in E-tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website [www.oil-india.com](http://www.oil-india.com).

**NOTE:** All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e-portal only. Bidders should regularly visit above website and e-portal to keep themselves updated.

OIL invites Bids for **SUPPLY, INSTALLATION/ERECTION & COMMISSIONING OF ONE (01) NUMBER OF NEW CRAWLER BULLDOZER – QTY = 01 NO.** through its e-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents

The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and details uploaded under Technical RFx.

**This Tender has been floated for participation of Indigenous bidders only. Hence, only Indigenous bidders are eligible to participate against this tender.**

**Consortiums/Joint venture entities are not eligible to participate against this tender.**

**The tender will be governed by:**

- a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos. = 0374-2807178/ 2807171/ 2807192/ 2804903. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in); [esupport@oilindia.in](mailto:esupport@oilindia.in)
- b) OIL's office timings are as below:

	<b>Time (in IST)</b>
<b>Monday – Friday</b>	<b>07.00 AM to 11.00 AM; 12.30 PM to 03.30 PM</b>
<b>Saturday</b>	<b>07.00 AM to 11.00 AM</b>
<b>Sunday and Holidays</b>	<b>Closed</b>

**Vendors should contact OIL officials at above timings only.**

**OIL Bank Details :**

	<b>Bank Details of Beneficiary</b>	
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist-Dibrugarh
<b>d</b>	Banker Account No.	10494832599
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	SBIN0002053
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479
<b>i</b>	Contact No.	9435554859
<b>j</b>	Contact Person Name	Mr. K.L.K.Banik, AGM
<b>k</b>	Fax No.	0374-2802729
<b>l</b>	Email Id	<a href="mailto:sbi.02053@sbi.co.in">sbi.02053@sbi.co.in</a>

- c) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- d) Technical specifications and Quantity as per **Annexure – IA**.
- e) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- f) Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- g) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract 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 sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- h) Bidders are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area ->

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**Special Notes:**

1.0

(I)

- a) Bidders who do not have E-tender Login ID and Password should complete their online registration **at least seven (7) days prior to the scheduled bid closing date** and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit valid “Udyam Registration No” ( URN) as per Gazette notification no CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June, 2020, shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2021.
- d) **MSE Units** (Manufacturers/Service Providers only and not their dealers/distributors) registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe 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.

The turnover related figures of the bidders claiming as MSE bidders as mentioned above shall be considered based on Bidders self-declarations to be submitted with their bid as per new gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020. However, in case of any intentional misrepresentations or attempts to suppress facts in the self-declaration, the bidder shall be liable to penalty as specified under section 27 of the Act.

The above mentioned **MSE Units** (Manufacturers/Service Providers only and not their dealers/distributors) are **exempted from payment of Bid Security (EMD)** irrespective of their monetary limit, product category and capacity mentioned in their registration, **subject to submission of valid MSE registration certificate issued by appropriate authority.**

- e) For availing benefits under Public Procurement Policy (**Purchase preference**), the interested MSE Bidders must ensure that they are the **manufacturers of the tendered item(s) and registered with the appropriate authority for the said item(s).** Bids without EMD shall be rejected, if the technical offer does not include a valid

copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of **OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender**, seeking clarification/confirmation as to whether their MSE certificate is eligible for EMD exemption or not. **Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.**

**(II)**

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation alongwith a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE

**NOTE:**

In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they must apply to concerned tender handling officer, Materials Department, Oil India Limited, P.O. Duliajan, Assam-786602 for waiver of EMD upto one week prior to the Bid closing date (or as amended in e-portal).

**2.0** The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic format in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

**2.1** Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the RFx Information > Technical Attachment only. The “**TECHNO-COMMERCIAL UNPRICED BID**” shall contain all techno-commercial details **except the prices. Please note that no price details should be uploaded in** Technical RFx Response.

**2.2** The “**PRICE BID**” must contain the price schedule and the bidder’s commercial terms and conditions. **For price upload area , please refer “NEW INSTRUCTIONS” Please refer Annex-BB for price schedule.**

**2.3** Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in **Annexure-CCC**.

**3.0** Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and Due date to **DGM-Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.

- a) Original Bid Security
- b) Detailed Catalogue (if any)
- c) Any other document required to be submitted in original as per tender requirement

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in Duplicate.

**4.0** Benefits to Micro & Small Enterprises (MSEs) as per OIL’s Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details.

**5.0** Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

**6.0** Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

**7.0** Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.

**8.0** **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

**9.0** a) **The Integrity Pact is applicable against this tender. Therefore, please submit the Integrity Pact document duly signed along with your quotation as per BRC. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure DDD of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be submitted 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.**

**b) The name of the OIL's Independent External Monitors at present are as under:**

**1. SHRI SUTANU BEHURIA, IAS (Retd.)**

**E-Mail ID: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)**

**2. SHRI OM PRAKASH SINGH, IPS (Retd.),**

**Former DGP, Uttar Pradesh**

**E-mail ID: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)**

**3. SHRI RUDHRA GANGADHARAN, IAS (RETD.)**

**Ex-Secretary, Ministry of Agriculture**

**E-mail ID: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)**

- 10.0** The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the **Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria** (as per **Annexure-CCC**) contradict the **Clauses of the tender and / or "General Terms & Conditions"** as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the **BEC / BRC** shall prevail.
- 11.0** To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under **BRC** also and such clarifications fulfilling the **BRC** clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 12.0** Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 13.0** If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the Bank Guarantee issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.
- 14.0** Bidders are requested to refer to the enclosed **Annexure – BBB** for the Taxes and Duties clauses under GST regime.

**15.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:**

- (i) the suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.
- (ii) consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.
- (iii) the name of OIL's current authorized transporter is M/s Western Carriers (India) Ltd.

**Bidder's are requested to note the above delivery/collection instructions while submitting their offers.**

- 16.0** While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria).**



- 17.0 The applicable GST on the Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.
- 18.0 Bidders should fill-up and submit alongwith their bid an **UNDERTAKING** towards **authenticity of information/documents** furnished by them, as per enclosed **ANNEXURE-K**.
- 19.0 For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.
- 20.0 **DISCLAIMER:** Rates/Costs shown above are as calculated/quoted by the respective Bidder. Company does not assume any responsibility and shall not be liable for any calculation error or omissions. However, for placement of order/award of contract, Company shall evaluate the cost details to determine the inter-se-ranking of Bidders strictly as per their Price-Bids and Bid Evaluation Criteria of the Tender. OIL INDIA LTD accepts no liability of any nature resulting from mismatch of "Total Bid Value" & price submitted under "Notes & Attachment" by any bidder and no claim whatsoever shall be entertained thereof.
21. **PBG UNDERTAKING FORM:**  
In the event of award of purchase order against this tender, the successful bidder **must comply with the stipulations** of the enclosed **"PBG UNDERTAKING FORM - ANNEXURE-M"** and submit it duly filled-in along-with their PBG (Performance Bank Guarantee).
22. **RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:** It is for information of all Bidders that Office Memorandum No. F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division under Department of Expenditure of Ministry of Finance will also be applicable against the tender. Therefore, all bidders are requested to be guided by the **Clauses** stipulated in the enclosed **Annexure-N** of this tender. In this respect, the format of **Undertaking** to be submitted by the bidders is given vide **Annexure-XX** of this tender.

Please do refer "NEW INSTRUCTION TO BIDDER FOR SUBMISSION" for the above two points and also please refer " New Vendor Manual (effective 01.03.2019) " available in the login Page of the OIL's E-tender Portal.



**Oil India Limited e-Procurement**

User ID \*

Password \*

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Click here for the New Manual & Instruction

**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of the NIT.**

**Yours Faithfully,**

**-Sd-**

**(M .K CHOWDHURY)  
MANAGER MATERIALS (IP)  
FOR CGM-MATERIALS (HoD)  
FOR RESIDENT CHIEF EXECUTIVE**



**Tender No & Date: SDI5773P21/P6 DATED. 24.11.2020****BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the “Bid Rejection Criteria” as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<b><u>Criteria</u></b>	<b>Complied / Not Complied. (Remarks if any)</b>
<b>1.0 BID REJECTION CRITERIA (BRC):</b>  The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.	
<b>A) <u>TECHNICAL:</u></b>  <b>1.0 Bidder's Qualification:</b>  The bidder must be the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer or the dealer/distributor/ supply house authorised by the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer. Bidder shall mention their status in the technical bid whether they are the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer or bidding as dealer / distributor / supply house authorised by the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer.	
<b>2.0 Bidder's Experience:</b>  <b>In case the bidder is the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer, the bidder must meet the following:</b>  The bidder should have the experience of successful execution of supply of at least 01 (one) No. of Crawler Bulldozer during the last 05 (five) years from the original bid closing date of this tender either by the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer or through their dealer/ distributor / supply house. Documentary evidence shall be submitted along with the technical	

<p>bid. The documentary evidence shall be in form of relevant Purchase Order(s) copy with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s) such as –</p> <ul style="list-style-type: none"> <li>(i) Satisfactory Inspection Report (OR)</li> <li>(ii) Satisfactory supply, commission / installation report (OR)</li> <li>(iii) Consignee Receipted Delivery Challans (OR)</li> <li>(iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/VAT/GST (OR)</li> <li>(v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase order cited above.</li> </ul> <p>Note: The Purchase Order(s) 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>In case the bidder is dealer / distributor / supply house authorised by the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer, the bidder must meet the following:</b></p> <p>The bidder must submit a certificate provided by the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer certifying bidder's dealership / distributorship / supply house along with the technical bid.</p> <p>The bidder should have the experience of successful execution of supply of at least 01 (one) No. of Crawler Bulldozer during the last 05 (five) years from the original bid closing date of this tender. Documentary evidence shall be submitted along with the technical bid. The documentary evidence shall be in form of relevant Purchase Order(s) copy with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s) such as –</p> <ul style="list-style-type: none"> <li>(i) Satisfactory Inspection Report (OR)</li> <li>(ii) Satisfactory supply, commission / installation report (OR)</li> <li>(iii) Consignee Receipted Delivery Challans (OR)</li> <li>(iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/VAT/GST (OR)</li> <li>(v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase order cited above.</li> </ul>	
<p><b>Note:</b></p> <p><b>I) 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.</b></p> <p><b>II) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.</b></p> <p><b><u>B) FINANCIAL:</u></b></p> <p>a) <b>Annual Financial Turnover</b> of the bidder during <b>any of preceding 03 (three) financial / accounting years from the original bid closing date</b> should be at least <b>INR 1.72 crores.</b></p>	

b) Net Worth of the firm should be Positive for preceding Financial / Accounting year **(FY: 2019-2020)**.

**Note -For (a) & (b):**

**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 certifying that ‘the balance sheet/Financial Statements for the financial year 2019-2020 (As the case may be) has actually not been audited so far’.**

**Notes:**

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

**i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-J.**

**OR**

**ii) Audited Balance Sheet along with Profit & Loss account.”**

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.

**C) COMMERCIAL:**

i) Validity of the bid shall be **minimum 120 days** from the Bid Closing Date.

ii) **Bid security:**

The bid must be accompanied by Bid Security of **INR 6,87,300.00** in OIL's prescribed format as Bank Guarantee in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to CGM-Materials (HoD), Materials Department, Oil India Limited, Duliajan-786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. **The Bank Guarantee towards Bid Security shall be valid for 7 months from Bid closing date (i.e. upto 31.07.2021).**

**Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.**

**If bid security in ORIGINAL of above mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.**

For exemption for submission of Bid Security, please refer Clause No. 8.16 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

**The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.**

iii) Bids are invited under “Single Stage Two Bid System”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

iv) **Performance Security:**

The successful bidder shall submit Performance Security @ 10% of PO value within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in the following form :

**A Bank Guarantee in the prescribed OIL’s format valid for 90 days beyond delivery period and applicable warranty/guarantee period (if any).**

**The validity requirement of Performance Security is assuming dispatch within stipulated delivery period and conformation to all terms and conditions of order. In case of any delay in dispatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.**

**However, PBG will be applicable only if value of Purchase Order exceeds INR 5(five) Lakhs.**

**NOTE: FOR CLAUSE NOS. C(ii) & C(iv) OF BID SECURITY/EMD AND PBG**

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:

**“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 following details:**

**(i) MT 760 / MT 760 COV for issuance of Bank Guarantee**

**(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee**

**The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL.**

**Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.”**

v) The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

vi) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii) All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3 with Organisation’s Name” digital certificate, will be rejected.

viii) **Technical RFx Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFx Response folder, otherwise the offer will be rejected.**

ix) Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.

**x) A bid shall be rejected straightway if it does not conform to any one of the following clauses:**

**(a) Validity of bid shorter than the validity indicated in the Tender.**

**(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.**

**(c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.**

**(d) In case the Party refuses to sign Integrity Pact.**

**(e) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.**

**XI) DELIVERY:**

Notwithstanding any clause(s) on delivery mentioned elsewhere in this tender document, the complete equipment shall be delivered in Oil India Limited's premises at Duliajan, Assam-786602 (India) within 06 (six) months from the date of receipt of detailed purchase order by the supplier through their own arrangement. Crane services for offloading the equipment at Duliajan shall be provided by Oil India Limited without any extra cost. The date of reporting of the consignment in Duliajan shall be considered as the actual date of delivery.

Cost in this regard shall be borne by the bidder/supplier without any extra cost to Oil India Limited.

**2.0 BID EVALUATION CRITERIA (BEC)**

The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below. **The original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.**

**A) TECHNICAL:**

The bids will be evaluated strictly as per NIT specification, terms & conditions.

**B) COMMERCIAL:**

i) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.

ii) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "priced bid".

iii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

iv) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of the NIT.**

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## TECHNICAL SPECIFICATIONS WITH QUANTITY

Tender No &amp; Date: SDI5773P21/P6 DATED. 24.11.2020

MATERIALS DESCRIPTION	Complied / Not Complied. (Remarks if any)
<p><b>ITEM NO. 10</b></p> <p><b>SUPPLY, INSTALLATION/ERECTION &amp; COMMISSIONING OF ONE (01) NUMBER OF NEW CRAWLER BULLDOZER ALONG WITH SPARES AS PER THE TENDER.</b></p> <p><b>A. <u>Scope of supply:</u></b> Supply, installation/erection &amp; commissioning of one (01) number of Crawler Bulldozer along with spares as per the tender. Make &amp; Model: BEML Limited, BD155 with rear winch &amp; drawbar provision or equivalent model of any other make, as per tender.</p> <p><b>B. <u>Application:</u></b> Amongst other normal applications of Crawler Bulldozer, the intended Crawler Bulldozer shall be used for both pulling (in forward gear) and pushing (in reverse gear) the oil field equipment named as Athey Trailer through drawbar attachment. Athey Trailer is track mounted equipment without its self-power with a boom erected with the help of Crawler Bulldozer rear winch. The complete assembly of Crawler Bulldozer and Athey Trailer is used for fighting oil field blowouts/fires to remove debris, position of new wellhead &amp; its items etc. under hot and hazardous conditions.</p> <p><b>C. <u>Geography and Climatic Conditions:</u></b> The complete unit with all accessories should be capable of working in the following atmosphere. The climatic conditions in our operating area is given as under: (a) Ambient temperature: Minimum 7 degree C, Maximum 53 degree C. (b) Altitude: 123 meter – 150 meter. (c) Humidity: 85%- 100% during July to August. (d) Rainfall: 180 – 250 cm during April-October and Less than 4 cm during November – March. (e) Under foot: Slushy and highly abrasive.</p> <p><b>D. <u>Bid submission &amp; documentations:</u></b> The bid along with all documentation must be in English language. Bidder's response to all NIT/tender stipulations should clearly be defined maintaining the same sequence as in the tender document. Bidder shall furnish specific details / specifications of the offered equipment including details / specifications of all major components, systems with make &amp; model etc. Submission of technical leaflet/catalogue alone is not sufficient. General response like- 'As per NIT/ tender specifications / technical leaflet', 'Noted' etc. or in any similar fashion is not encouraged. Quoting only the NIT stipulation without any confirmation of acceptance of the same and/or without any confirmation of offering the same is also not acceptable. Bidder(s) should submit their</p>	

bids preferably in the tabular form mentioning their offered specification, make, model, necessary data, submitted/not submitted/ complied/not complied etc. as applicable to all the NIT/tender terms and conditions including & submitting the documents, leaflets as specified. For bidder's convenience, the specifications, terms & conditions are given below in tabular form. Other details, if any, the bidder shall mention the same by adding additional row(s)/separate sheet as the case may be. For evaluation of "equivalent" model, the specifications given in the tender shall be considered.

**E. Equipment details:**

The bidder shall comply the technical specification and terms & conditions of the tender. The bidder shall categorically confirm compliance of the technical specifications and terms & conditions as below in the technical bid.

<b>Sl. No</b>	<b>Tender Specification &amp; Conditions</b>	<b>Bidder's Offer [(To be filled by the bidder and to be submitted along with the bid) (Offered specification/ Make, Model /submitted/not submitted/ complied/not complied etc. as applicable) (Additionally, reference of document name / serial number / page number of bid for documentary evidence, if any)]</b>
<b>1.0</b>	Supply, installation/erection & commissioning of one (01) number of Crawler Bulldozer along with spares as mentioned in tender. Make & Model: BEML Limited, BD155 with rear winch & drawbar provision or equivalent model of any other make, as per tender.	
<b>2.0</b>	The offered Crawler Bulldozer shall be new, unused incorporating proven features and not likely to be discontinued or become obsolete in near future.	
<b>3.0</b>	The Crawler Bulldozer to be supplied under this tender shall be manufactured not prior to six months from the date of	

	issuance of Oil India Limited (OIL)'s Purchase Order (PO).		
<b>4.0</b>	Bid(s) with conditions like “the product is under development and would be supplied by the time etc.,” will be summarily rejected.		
<b>5.0</b>	In case the bidder is dealer / distributor / supply house authorised by the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer, the bidder shall give an undertaking from Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer to supply the Crawler Bulldozer as per tender/order specifications in the event of placement of order.		
<b>6.0</b>	The bidder shall clearly mention the Make & Model of the offered Crawler Bulldozer in the technical bid.		
<b>7.0</b>	The bidder shall clearly mention the country of origin of the offered Crawler Bulldozer in the technical bid.		
<b>8.0</b>	The bidder shall submit the technical details/leaflet of the offered model Crawler Bulldozer along with the technical bid. In case the technical leaflet contains equipment/item other than the offered model, the bidder shall highlight the specifications/portions relevant to the offered model in the technical details/leaflet submitted.		
<b>9.0</b>	The offered Crawler Bulldozer shall be assembled by the original equipment manufacturer (OEM) of the offered Crawler Bulldozer. Assembling partly or fully by the dealer/distributor/supply house etc. is not acceptable.		
<b>10.0</b>	The bidder shall submit GA (General Arrangement) drawing of the offered complete unit along with the technical bid showing the major dimensions.		
<b>11.0</b>	<b>Operating Mass:</b>		
a.	Total operating mass (complete tractor with operator's cabin, hydraulic controls, push arms/frame, cylinders, blade, winch system, rated capacity of lubricants, hydraulic system, cooling system and 100% of fuel tank capacity etc.): Not less than 39000 Kg.		
b.	The bidder shall mention the total operating mass of the offered Crawler Bulldozer along with details in the technical bid.		

<b>12.0</b>	<b>Shipping Mass:</b>		
a.	Total shipping mass (with basic tractor with operator's cabin, lift cylinders, winch system, rated capacity of lubricants, hydraulic system, cooling system and 20% of fuel tank capacity): Note more than 33000 Kg.		
b.	The bidder shall mention the total shipping mass of the offered Crawler Bulldozer along with details in the technical bid.		
c.	The bidder shall also mention the shipping mass of individual components in the technical bid.		
<b>13.0</b>	<b>Dimensions:</b> The offered unit shall meet the following dimensions. The bidder shall mention the dimensions of the offered Bulldozer in the technical bid.		
a.	Maximum overall length with blade and rear winch: Not more than 8000 mm.		
b.	Maximum overall length without blade: Not more than 5500 mm.		
c.	Maximum overall height from ground to top most part of the unit: Not more than 3750 mm.		
d.	Maximum overall height from ground without exhaust & operator's cabin: Not more than 2980 mm.		
e.	Maximum overall width over tracks (i.e distance between outer edge of one track to the outer edge of other track) : Not more than 2820 mm.		
f.	Ground clearance: Minimum 500 mm.		
<b>14.0</b>	<b>Engine:</b>		
a.	Minimum 6 cylinder, water cooled, diesel engine developing Fly wheel power not less than 242 kW (324 HP) at rated rpm in accordance with IS: 13116 / ISO: 9249 shall be provided.		
b.	Maximum Torque: Not less than 1456 Nm at the rated rpm.		
c.	Suitable electric starting & charging system shall be provided.		
d.	Suitable air system with dust level indicator shall be provided.		
e.	Suitable fuel system shall be provided.		
f.	The engine will have a water jacket cooling system, preferably thermostatically controlled, using an engine driven water pump, with the cooling water re-circulated through a heavy duty radiator. The system shall be capable of providing sufficient		

	cooling to allow the dozer to continuously operate at the full rated output at the maximum ambient temperature.		
g.	Suitable lubrication system shall be provided.		
h.	The engine will be provided preferably with a heavy-duty removable pan guard.		
i.	Bidder shall mention the make & model of the offered engine in the technical bid.		
j.	The bidder shall submit the technical details/leaflet of the offered model Engine along with the technical bid.		
<b>15.0</b>	<b>Emission Norms:</b>		
a.	As per Government of India guidelines, no emission norm is applicable for crawler mounted equipment like Bulldozer at present. However, in case Government of India stipulates emission norm, the unit shall have to comply the emission norms as applicable in the state of Assam in India as on the date of supply.		
b.	The bidder shall mention the emission norms of the offered unit in the technical bid.		
<b>16.0</b>	<b>Transmission:</b>		
a.	Powershift transmission with torque converter, minimum 3 forward and 3 reverse speeds shall be provided.		
b.	Preferably, heavy duty removable belly guard, designed in such a way that it does not allow accumulation of dirt, shall be provided.		
c.	Bidder shall mention the type, make & model of the offered torque converter in the technical bid.		
d.	The bidder shall submit the technical details/leaflet of the offered model torque converter along with the technical bid.		
e.	Bidder shall mention the type, make & model of the offered transmission in the technical bid.		
f.	The bidder shall submit the technical details/leaflet of the offered model transmission along with the technical bid.		
<b>17.0</b>	<b>Drive System:</b>		
a.	Power transmission from the engine to the crawler drive sprocket is through torqueflow transmission.		
b.	Final drive shall be as per manufacturer's design.		
c.	The sprocket shall be segmented bolt-on type.		
d.	All requirements for hydraulic system		

	shall be provided as per manufacturer's design.		
e.	The bidder shall provide the details of the drive system in the technical bid.		
f.	The bidder shall submit the power flow block diagram from Engine indicating the major components along with the technical bid for final drive.		
<b>18.0</b>	<b>Steering:</b>		
a.	Suitable hydraulically actuated hand operated steering system shall be provided.		
b.	The steering system shall require no adjustment.		
c.	The minimum turning circle radius shall not be more than 4.0 meters.		
d.	The bidder shall provide the details of the steering system in the technical bid.		
<b>19.0</b>	<b>Brake:</b>		
a.	Foot operated service brake assisted by hydraulic booster shall be provided.		
b.	Hand operated with mechanical linkages parking brake shall be provided.		
c.	The bidder shall provide the details of the brake system in the technical bid.		
<b>20.0</b>	<b>Undercarriage:</b>		
a.	Undercarriage shall be heavy duty rugged design suitably suspended with oscillating type equalizer bar to reduce shock loads transmitted to the dozer.		
b.	Track frames and track rollers are of sufficient strength that can withstand high loads which are encountered during operation of the equipment in various ground conditions.		
c.	Sufficient numbers of track rollers, carrier rollers are to be provided as per design.		
d.	Idlers and rollers shall be sealed type and lifetime lubricated.		
e.	Reliable track tensioning arrangement shall be provided.		
f.	The track adjustment mechanism shall be hydraulically adjusted with grease or better mechanism. Manual track adjusting mechanism is not acceptable.		
g.	The grouser height shall be as per design.		
h.	The shoe width shall not be less than 560 mm.		
i.	The shoe type shall be single grouser shoes.		
j.	The ground contact area shall not be less than 3.5 m <sup>2</sup> .		
k.	The ground pressure shall not be less		



	than 84.10 kPa (0.86 Kg/cm <sup>2</sup> ) (Bare Tractor).		
1.	The bidder shall provide the details of the undercarriage in the technical bid.		
<b>21.0</b>	<b>Dozer Blade Attachment:</b>		
a.	The unit shall be fitted with hydraulically controlled Straight Tilt Dozer blade. The dozer blade is of heavy duty type with steel wear plate and heavy duty end bits. Manually controlled dozer is not acceptable. Heavy duty hardened steel wear resistant cutting edges, shall be provided.		
b.	The bidder shall provide the details of the dozer attachment with control mechanism in the technical bid.		
<b>22.0</b>	<b>Winch:</b>		
a.	The unit shall be fitted with full powered hydraulic winch at rear to be operated both independently & simultaneously.		
b.	Pin type rigid draw bar arrangement shall be fitted to the frame of the Bulldozer.		
c.	Winch control shall be provided conveniently inside the Operator's cabin.		
d.	The line pull and safe working load for the winch shall not be less than 36000 Kg.		
e.	The drum capacity for the winch shall not be less than 65 meter.		
f.	The wire rope diameter shall not be less than 26 mm.		
g.	All frames shall have incredible strength and rigidity.		
h.	The winch shall have precise Line Speed Control.		
i.	The unit shall be designed for maximum line pull. Strong vertical and horizontal rollers to reduce wire rope damage shall be provided.		
j.	Initial wire rope shall be supplied along with the unit.		
k.	The bidder shall provide the details of the winch system in the technical bid.		
l.	The bidder shall mention the make & model of the winch in the technical bid.		
<b>23.0</b>	<b>Drawbar:</b>		
a.	The standard drawbar with drawbar pins shall be supplied along with the unit.		
b.	The maximum drawbar pull shall not be less than 58 ton at 1 <sup>st</sup> forward gear.		
c.	The maximum drawbar pull shall not be less than 30 ton at 2 <sup>nd</sup> forward gear.		
d.	The maximum drawbar pull shall not be less than 16 ton at 3 <sup>rd</sup> forward gear.		

e.	The drawbar & the pins shall have adequate strength.		
f.	The bidder shall mention the diameter of the drawbar pin in the technical bid.		
g.	The Drawbar height (center of Celvis) from ground shall be around 610 mm.		
h.	The bidder shall submit the necessary graph for Drawbar Pull vs. Travel Speed of the offered Crawler Bulldozer.		
<b>24.0</b>	<b>Hydraulic System:</b>		
a.	Suitable hydraulic system shall be provided in the unit. All reservoirs, pumps, control valves, hoses, cylinders are to be provided as per design. The hydraulic system should be suitable for continuous operations of the Bulldozer in dusty conditions.		
b.	The bidder shall mention the make, model, quantity of hydraulic pump(s) in the technical bid.		
c.	The bidder shall provide the details of the hydraulic system in the technical bid.		
d.	The bidder shall submit the power flow block diagram from Engine for the hydraulic functions.		
<b>25.0</b>	<b>Filtration System:</b>		
a.	Suitable filtration system for Engine, Transmission, Steering, Brake, Hydraulic System shall be provided.		
b.	The bidder shall provide the details of the filtration systems in the technical bid.		
<b>26.0</b>	<b>Instrumentation:</b>		
a.	LCD based centralized monitoring system within the operator's cabin with in-built diagnostics allowing fast daily checks and keeping the operator constantly informed of any abnormality during operation shall be provided. All-important equipment parameters and warning indicators are to be displayed in the LCD display unit. The display unit shall be suitable for day and night visibility. The bidder shall provide the details in the technical bid.		
<b>27.0</b>	<b>Fuel Tank:</b>		
a.	The fuel tank shall be of sufficient capacity for approximately 16 hours operation without re-fuelling and is to be provided with a fuel level indicator. The fuel tank shall be lockable and shall have strainer to prevent entry of foreign materials. Construction of the tank is such that it provides for easy accumulation and drainage of water with		

	minimum loss of fuel.		
b.	The bidder shall mention the estimated fuel consumption per hour with full load in the technical bid.		
c.	The bidder shall mention the number of fuel tanks & fuel tank capacity of each tank in the technical bid.		
<b>28.0</b>	<b>Operator's Cabin:</b>		
a.	Insulated, sound suppressed, air conditioned, walk-through ROPS operator's cabin with safety glass, windshield wiper and washer shall be provided. The operator's seat shall be fully adjustable & comfortable with foam rubber cushion and best quality upholstery & with seat belt. Heavy duty rubber floor mats and a cooling fan are to be provided. All doors, windows and vents shall have dust and weatherproof seals. All operating controls, monitoring and working signals are to be conveniently located in consoles within easy reach of the operator and comply with ISO 6405-1, ISO 6405-2 and ISO 7095 or equivalent. Non-slip type walkways which comply with ISO 2867 (or equivalent) shall be provided for access.		
b.	The Bulldozer have to be transported by specialized Oil Field Trucks of higher platform height in fields by Oil India Limited. Hence, operator's cabin of the offered Bulldozer shall be easily removable from the main equipment to reduce the overall height while transportation and can be easily fitted at site. The operator's cabin shall be mounted on the main equipment with bolts & nuts instead of permanent fastener like rivet etc. The bidder shall confirm compliance of the requirement in the technical bid and provide mounting system of the operator's cabin to the main equipment in the technical bid.		
<b>29.0</b>	<b>Gauges &amp; meters:</b> The following gauges & meters shall preferably be provided as a minimum amongst other gauges & meters as per manufacturer's standard-		
a.	Engine Oil Pressure Gauge.		
b.	Engine Oil Temperature Gauge.		
c.	Engine Water Temperature Gauge.		
d.	Torque Converter Temperature Gauge.		
e.	Transmission Oil Pressure Gauge.		
f.	Engine Tacho Meter.		

	g.	Engine Hour Meter.		
	h.	Charging Gauge.		
	i.	Fuel Capacity Gauge.		
	<b>30.0</b>	<b>Warning Indicators:</b> The following warning indicators/alarm shall preferably be provided as a minimum amongst other warning indicators as per manufacturer's standard-		
	a.	Engine Oil Filter Clog.		
	b.	Battery Charging Indicator.		
	c.	Engine Oil Pressure.		
	d.	Torque Converter Oil Temperature.		
	e.	Engine Coolant Level.		
	f.	Engine Coolant Temperature.		
	g.	Engine Oil Temperature.		
	h.	Dust Indicator.		
	i.	Seat Belt Indicator.		
	j.	Horn.		
	k.	Engine Auto Shut Off for low engine oil pressure and high water temperature abnormalities.		
	<b>31.0</b>	<b>Electrical Equipment:</b> The dozer shall be provided with the following amongst other electrical items as per manufacturer's standard -		
	a.	Suitable electrical system with suitably rated alternator shall be provided.		
	b.	Suitable electrical starter motor shall be provided.		
	c.	Suitable batteries shall be provided.		
	d.	Battery isolation switch to disengage/engage all electrical circuits from battery shall be provided.		
	e.	All Electrical wires & sleeves are to be of fire resistant quality to decrease chance of fire. Electrical wires are to be passed through flexible metallic conduit to avoid damage of insulation of the wire due to friction that may cause short circuit. All electrical circuits shall be protected by adequately rated fuses, which shall be easily accessible for maintenance.		
	<b>32.0</b>	<b>Lighting:</b> Adequate lighting shall be provided for safe night operation. The lighting system shall include the following amongst other as per manufacturer's standard -		
	a.	04 Nos. Headlights.		
	b.	02 Nos. Rear working lights.		
	c.	04 Nos. ROPS mounted working lights (2-front and 2-rear).		
	d.	Cabin dome light.		
	e.	Headlights and rear working lights shall		

	be identical in type and size and fitted in steel protective enclosures.		
<b>33.0</b>	<b>Guards and Shields:</b>		
a.	Adequate guards and shields as applicable shall be provided throughout the dozer.		
<b>34.0</b>	<b>Under Coat &amp; Painting:</b>		
a.	Suitable undercoat of anticorrosive paint shall be provided throughout the undercarriage.		
b.	Exterior shall be painted in synthetic enamel paint as per regulation/standard, if any.		
c.	Colour(s) belonging to the Defence Department shall not be acceptable.		
<b>35.0</b>	<b>Fire Extinguisher</b>		
a.	A fire extinguisher shall be provided on the dozer, suitably mounted in a heavy duty bracket for ease of removal. The extinguisher shall be dry powder (cartridge type) with a minimum capacity of 5 kg and shall comply with Indian Standard IS: 2171 (or equivalent).		
<b>36.0</b>	<b>Ancillary equipment and other safety requirements:</b> The following shall be provided as a minimum amongst other as per manufacturer's standard -		
a.	Front pull hook.		
b.	Front bumper.		
c.	Rear mounted heavy duty rigid drawbar with Pin.		
d.	Fire proof exhaust pipe blanket on exhaust side of engine.		
e.	<i>Suitable</i> Spark Arrestor shall be provided in the exhaust pipe to prevent discharge of open flame and sparks from the exhaust for working in oil mines.		
f.	Turbo Charger Guard.		
g.	Roll Over Protection.		
h.	Fire resistant /retarder hydraulic hoses in place of ordinary hoses to decrease the chance of fire.		
i.	Automatic Fire Detection and Suppression System (AFDSS).		
j.	Auto Lubrication System (ALS).		
k.	Rear Vision Camera (RVC).		
<b>37.0</b>	<b>Commissioning spares:</b>		
a.	The supplier has to supply all the spares except fuel, lubricants, hydraulic oil required for initial commissioning of the unit without any extra cost to Oil India Limited (OIL). The supplier shall provide the detailed list of all necessary oils, lubricants, fluids and		

	the like required for initial commissioning of the unit in the nearer time preferably at the time of inspection.		
<b>38.0</b>	<b>Critical Spares:</b>		
a.	Supplier shall supply the critical spares as per <b>Table-1</b> below along with the supply of the unit.		
b.	The description, unit price, quantity & total price of each spare shall be clearly mentioned in the <b>Price Bid only</b> . The quoted prices shall be considered for bid evaluation.		
<b>39.0</b>	<b>Recommended Spares:</b>		
a.	The bidder shall furnish a list of recommended spares <b>along with the supply</b> that will be frequently required for maintenance etc. of the equipment so that Oil India Limited (OIL) may procure the same under separate order, if felt required in future.		
<b>40.0</b>	<b>Recommended Tools:</b>		
a.	The bidder shall furnish a list of tools <b>along with the supply</b> that will be required for maintenance, overhauling etc. of the equipment so that Oil India Limited (OIL) may procure the same under separate order, if felt required in future.		
<b>41.0</b>	<b>Undertaking for Spares &amp; Service:</b>		
a.	The original equipment manufacturer (OEM) of the offered Crawler Bulldozer shall categorically confirm in the technical bid, that, they would be able to supply all the requisite spares and service in India including bought out items (if any) for a minimum period of 10 (ten) years from the date of successful field commissioning of the unit under separate orders. In case the bidder is dealer / distributor / supply house etc. authorised by the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer, the bidder shall submit the undertaking/declaration issued by the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer to comply the aforementioned requirement.		
<b>42.0</b>	<b>Standards</b>		
a.	The design, supply, erection, testing and commissioning of the unit shall in all respects comply with the requirements of the specification and with the appropriate current Indian standards and codes, or relevant Standards issued by the		



	International Standards Organisation (ISO) or equivalent.		
b.	The offered unit shall comply the requirements specified by The Gazette of India: Extraordinary Notification dated 1 <sup>st</sup> October, G.S.R 987(E) by Director of Mines Safety, Government of India available in their web portal. The bidder shall categorically confirm compliance of the same by the offered make & model Bulldozer in the technical bid.		
<b>43.0</b>	<b>Unitization and completion:</b>		
a.	The offered unit shall be fully assembled, unitized and completed as per best industrial practice.		
<b>44.0</b>	<b>Manuals &amp; catalogues:</b>		
a.	The following manuals & catalogues in printed form (in English language) shall be supplied along with the unit in addition to the supply of the same in soft copies. Supply of the manuals/ catalogues only in soft copies is not acceptable. All the manuals & catalogues shall contain only those components /systems that have been used in the unit i.e. the same must be custom illustrated manuals/catalogues only – not the generalized ones.		
b.	01 (one) set of printed Workshop & Service Manual for the complete unit with complete schematics of electrical, hydraulic circuits and service instructions.		
c.	01 (one) set of printed Parts Catalogue with Part Numbers for the complete unit.		
d.	01 (one) set of Operator's manual.		
e.	Detailed daily maintenance schedule and periodic preventive maintenance schedule manual.		
f.	Commissioning of the unit shall not be considered as complete until & unless all the above printed manuals / catalogues etc. are supplied.		
g.	Cost in this regard shall be borne by the supplier.		
<b>45.0</b>	<b>Inspection :</b>		
a.	Pre shipment inspection shall be carried out by representative of Oil India Limited (OIL) at manufacturer's site / dealer's / bidder's site as the case may be in India entirely at supplier's risk. The supplier shall inform OIL at least 01 (one) month ahead for such inspection to enable OIL to send its representative. The supplier has		

	to arrange to inspect the unit by a team of 02-03 Nos. of OIL's engineers. OIL will bear the expenses towards traveling and accommodation etc. of the OIL's inspection team. The Inspection process would include the following minimum steps/tasks but not limited to:		
b.	Physical inspection of the unit.		
c.	Physical inspection of all Parts Catalogue, Maintenance & Service Manuals.		
d.	Operational/functional testing of the entire unit.		
e.	The supplier has to keep sufficient stock of consumables, fuel, hydraulic oil etc. at their inspection site required for operational testing of the unit, in front of the OIL representatives.		
f.	The supplier shall arrange operator, weighing facility and any other infrastructure during the process of inspection as and when required.		
g.	The inspection report would be prepared at the end of the inspection and jointly signed by both the parties.		
h.	Supplier shall confirm in writing compliance to all the points raised in the inspection report as well as any other subsequent additions/changes, following deliberation with the inspectors after arrival at Assam, Duliajan-786602 (India).		
i.	Supplier will affect dispatch of the unit only on receipt of OIL's despatch advice.		
j.	Due to pandemic situation for Covid-19, OIL may review the inspection terms in the nearer time.		
<b>46.0</b>	<b>Delivery:</b>		
a.	Notwithstanding any clause(s) on delivery mentioned elsewhere in this tender document, the complete equipment shall be delivered in Oil India Limited's premises at Duliajan, Assam-786602 (India) within 06 (six) months from the date of receipt of detailed purchase order by the supplier through their own arrangement. Crane services for offloading the equipment at Duliajan shall be provided by Oil India Limited without any extra cost. The date of reporting of the consignment in Duliajan shall be considered as the actual date of delivery. Cost in this regard shall be borne by the bidder/supplier without any extra cost to Oil India Limited.		

b.	Bidder shall comply with the above delivery terms and confirm in their technical bid.		
c.	In the event of the supplier's default in maintaining the agreed delivery schedule, the supplier shall be liable to pay liquidated damages as mentioned elsewhere in the tender.		
<b>47.0</b>	<b>Packing, Transportation &amp; Transit Insurance:</b>		
a.	The Supplier shall provide such packing of the Goods as is required to prevent damage or deterioration during transit to the final destination. The packing shall be sufficient to withstand rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration to the absence of heavy handling facilities at all points in transit. Cost in this regard shall be borne by the supplier.		
b.	Packing, Transportation & Transit Insurance shall be the responsibility of the bidder/supplier. Cost in this regard shall be borne by the bidder/supplier without any extra cost to Oil India Limited.		
<b>48.0</b>	<b>Installation / erection, commissioning and training:</b>		
a.	The unit shall be installed/erected and commissioned at Duliajan, Assam-786602, India by the supplier.		
b.	The supplier shall depute their commissioning specialist at site within 15 days of the intimation given by Oil India Limited (OIL) for commissioning of the unit.		
c.	Installation/erection and commissioning at Duliajan, Assam-786602, India shall be completed within a period of 03(three) weeks' time from date of deployment of the commissioning specialist.		
d.	Oil India Limited shall assist in providing Crane, lifting tools & tackles, fuel, lubricants, hydraulic oil and unskilled manpower to the commissioning specialist at site. However, any special tools, if required, shall be arranged by the supplier without any extra cost to Oil India Limited (OIL).		
e.	During installation and commissioning of the unit, the commissioning specialist		

	shall have to provide field training as well as class room training for a minimum period of 05(five) days to a team comprising around 08(eight) Nos. of OIL Engineers, operators, technical and supervisory personnel on erection, working principle, operation, maintenance, repair/replacement etc. of different parts of the unit. This 05(five) days training period is included 03(three) weeks' time mentioned for installation/erection and commissioning.		
f.	The bidder shall quote for installation, commissioning & training charges which should include the to and fro charges, food & lodging and daily charges of the commissioning specialist and any other heads as may be applicable. OIL may provide accommodation (on payment/chargeable basis) subject to availability. OIL will provide local transportation to the commissioning specialist without any charge.		
g.	Bidders shall quote installation & commissioning and training charges separately which will be considered for evaluation. The charges should be quoted in the Price Bid only.		
<b>49.0</b>	<b>Guarantee / warranty:</b>		
a.	The bidder shall offer a period of at least 01 (one) year warranty for the entire equipment supplied from the date of successful field commissioning of the entire equipment.		
b.	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 tender.		
c.	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 01 (one) month from the date of notification of such failure.		
<b>50.0</b>	<b>Following documents are to be submitted along with the supply/unit:</b>		

a.	Invoice.		
b.	Emission Norms Certificate.		
c.	Equipment design approval from competent authority.		
d.	Final built up record documents from the manufacturer mentioning make & model of major components.		
e.	Specification sheet of the complete unit indicating details.		
f.	Certificate of origin of the Crawler Bulldozer in original from the manufacturer. Amongst others, the certificate shall contain following information: (i) Make & Model. (ii) Machine Serial Number. (iii) Month & Year of Manufacture.		
g.	Guarantee / warranty certificate.		
h.	Any other document, if required, as per statutory rules as applicable in the state of Assam in India as on the date of supply.		
i.	Cost in this regard shall be borne by the supplier.		
<b>51.0</b>	<b>Price Schedule:</b>		
a.	All-inclusive firm price including all taxes and duties etc. as applicable with delivery at Oil India Limited, Duliajan, Assam-786602 (India) should be quoted by the bidder(s) for the complete brand new equipment with cost of all items as per tender including cost of commissioning spares (Ref. Para-37.0); critical spares (Ref. Para-38.0); manuals & catalogues (Ref. Para-44.0); packing, transportation, transit insurance (Ref. Para-47.0) etc. & any other charges as envisaged by the bidder. Bidders shall also quote installation & commissioning and training charges (Ref. Para-48.0) separately which will be considered for evaluation.		
<b>52.0</b>	<b>Payment terms:</b>		
a.	As mentioned elsewhere in the tender.		
<b>53.0</b>	<b>Deviations from the specifications:</b>		
a.	Oil India Limited (OIL) expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations, bidder shall submit to OIL the comprehensive list of intended deviations from the tendered specifications, if any, clearly highlighting the reasons thereof, prior to bid closing date & time for tender		

	amendment etc. However, OIL reserves the right for acceptance or rejection of the deviation(s).		
<b>Table 1: List of Critical Spares as per Clause Sl. No. E- 38.0 above:</b>			
Sl. No.	Description	Quantity	
01.	Fuel Filter	04 Nos.	
02.	Engine Oil Filter	04 Nos.	
03.	Air Filter	02 Nos.	
04.	Fan Belt	04 Nos.	
05.	Radiator Hose Set (Each set shall comprise of all upper & lower hoses)	02 Sets.	
06.	Radiator Cap	04 Nos.	
07.	Self Starter Assembly	01 No.	
08.	Alternator Assembly	01 No.	
09.	Hydraulic Oil Filter	04 Nos.	
10.	Transmission Oil Filter (if any)	04 Nos.	
11.	Heavy Duty Grease Gun	01 No.	
Note: 1. In case of Filters, filter element/ complete filter assembly shall be supplied based on design. 2. The supplier shall supply the above items in specified quantity along with the supply of the unit. The description, unit price, quantity & total price of each spare shall be clearly mentioned in the Price Bid only. The quoted prices shall be considered for bid evaluation.			
<b>Table-2: Checklist</b> <b>(To be submitted along with technical bid)</b>			
Sl. No.	Item	Bidder's Remark [(To be filled by the bidder and to be submitted along with the bid) (Submitted/not submitted/ Make, Model/ Offered specification, information/Yes/ No. etc. as applicable)]	
1.0	Undertaking as per Clause No. 5.0 of Annexure-IA [Applicable in case the bidder is dealer / distributor / supply house authorised by the Original Equipment Manufacturer (OEM) of the offered Crawler Bulldozer]		
2.0	Make of the offered Crawler Bulldozer		
3.0	Model of the offered Crawler Bulldozer		



4.0	Country of origin of the offered Crawler Bulldozer		
5.0	Technical details/leaflet of the offered model Crawler Bulldozer		
6.0	GA (General Arrangement) drawing of the offered complete unit with major dimensions.		
7.0	Total operating mass (complete tractor with operator's cabin, hydraulic controls, push arms/frame, cylinders, blade, winch system, rated capacity of lubricants, hydraulic system, cooling system and 100% of fuel tank capacity etc.)		
8.0	Total shipping mass (with basic tractor with operator's cabin, lift cylinders, winch system, rated capacity of lubricants, hydraulic system, cooling system and 20% of fuel tank capacity)		
9.0	Overall length with blade and rear winch		
10.0	Overall length without blade		
11.0	Overall height from ground to top most part of the unit		
12.0	Overall height from ground without exhaust & operator's cabin		
13.0	Overall width over tracks (i.e distance between outer edge of one track to the outer edge of other track)		
14.0	Ground clearance		
15.0	<b>Engine:</b>		
a.	Make		
b.	Model		
c.	No. of cylinder		
d.	Water cooled, diesel engine		
e.	Fly wheel power in accordance with IS: 13116 / ISO: 9249		
f.	Maximum Torque		
g.	Technical details/leaflet of the offered model Engine		
16.0	Emission Norms		
17.0	<b>Transmission:</b>		
a.	Powershift transmission with torque converter		
b.	No. of Forward Speed		
c.	No. of Reverse Speed		
d.	Type, make & model of the offered torque converter		
e.	Technical details/leaflet of the offered model torque converter		
f.	Type, make & model of the offered transmission		
g.	Technical details/leaflet of the offered model transmission		
18.0	<b>Final Drive System:</b>		

a.	Torque flow transmission		
b.	Final drive type		
c.	Sprocket segmented bolt-on type		
d.	Power flow block diagram from Engine indicating the major components along with the technical bid for final drive and all other functions.		
19.0	<b>Steering:</b>		
a.	Suitable hydraulically actuated hand operated steering system		
b.	The steering system shall require no adjustment.		
c.	Minimum turning circle radius		
20.0	<b>Brake:</b>		
a.	Foot operated service brake assisted by hydraulic booster		
b.	Hand operated with mechanical linkages parking brake		
21.0	<b>Undercarriage:</b>		
a.	Oscillating type equalizer bar suspension		
b.	Track frames		
c.	No. Track Rollers in each side		
d.	No. Carrier Rollers in each side		
e.	No. of Track Shoes in each side		
f.	Idlers and rollers shall be sealed type and lifetime lubricated		
g.	Track adjustment mechanism - hydraulically adjusted with grease or better mechanism		
h.	Grouser Height		
i.	Shoe width		
j.	Shoe type		
k.	Ground Pressure(Bare Tractor)		
l.	Ground Contact Area		
22.0	<b>Dozer Blade Attachment:</b>		
a.	Hydraulically controlled Straight Tilt Dozer Blade		
b.	Dozer Blade Length		
c.	Dozer Blade Width		
d.	Dozer Blade Height		
e.	Dozer Blade Weight		
23.0	<b>Winch:</b>		
a.	Hydraulic winch at rear		
b.	Make & Model of Winch		
c.	Pin type rigid draw bar arrangement		
d.	Line pull for the winch		
e.	Safe Working Load for the winch		
f.	Drum capacity for the winch		
g.	The wire rope diameter		
h.	Strong vertical and horizontal rollers to reduce wire rope damage		
i.	Initial wire rope shall be supplied along		

	with the unit		
24.0	<b>Drawbar:</b>		
a.	Standard Drawbar with drawbar pins		
b.	The maximum drawbar pull at 1 <sup>st</sup> forward gear		
c.	The maximum drawbar pull at 2 <sup>nd</sup> forward gear		
d.	The maximum drawbar pull at 3 <sup>rd</sup> forward gear		
e.	Diameter of the drawbar pin		
f.	Drawbar height (center of Celvis) from ground		
g.	Graph (Drawbar Pull vs. Travel Speed)		
25.0	<b>Hydraulic System:</b>		
a.	Number of Hydraulic Pump		
b.	Make & Model of each Pump		
c.	Power flow block diagram from Engine for the hydraulic functions		
26.0	<b>Fuel Tank:</b>		
a.	Number of Fuel Tank		
b.	Fuel tank capacity for each Tank		
c.	Estimated fuel consumption per hour with full load		
27.0	Undertaking as per Clause No. 41.0(a) of Annexure-IA for "Undertaking for Spares & Service"		
28.0	Deviations, if any, from the specifications & other conditions of the tender		
<b>ITEM NO. 20</b>			
<b><u>INSTALLATION &amp; COMMISIONING -QTY = 01 AU</u></b>			

.....

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non- compliance to all the terms and conditions of the NIT.**

.....

**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 tender no. **SDI5773P21**. 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 h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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 intentions.

**M K CHOWDHURY**  
**MM (IP)**

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

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

Witness 1: .....

Witness 2: .....

Place: DULIAJAN  
Date : 24.11.2020

**Technical Bid Checklist****Annexure-EEE**

Tender No.			
Bidder's Name :			
		<b>Compliance by Bidder</b>	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Confirm that validity has been offered as per NIT.		
2	Confirm that Bid Security / Earnest Money has been submitted as per NIT (Wherever Applicable) ?		
3	Confirm that you shall submit Performance security (in the event of placement of order) (Wherever Applicable) ?		
4	Confirm that duly signed Integrity Pact has been submitted as per NIT (Wherever Applicable) ?		
5	Confirm that you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)		
6	Confirm that you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.		
7	Confirm that the bid has been signed using Class 3 digital certificate with Organisation's Name as per NIT.		
8	Confirm that you have not taken any exception/deviations to the NIT .		

NOTE: Please fill up the greyed cells only.

(\*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of the purchase order cited above.

**Response Sheet****Annexure-FFF**

Tender No.
Bidders Name

**Bidders Response Sheet**

SI No.	Description	Remarks
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted prices	
3	Whether Insurance charges have been included in your quoted prices	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
6	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
8	Integrity Pact Submitted (if applicable)	
9	Whether you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)	
10	Whether you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.	
11	Delivery Period in weeks from placement of order	
12	Complied to Payment terms of NIT (if applicable) otherwise to Standard Payment Terms of OIL or not.	
13	If bidder is MSE whether you have quoted your own product	
14	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager	

**NOTE: Please fill up the greyed cells only.**

(\*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory

**ANNEXURE - GGG**

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER HEAD)  
(ALL FIELDS ARE MANDATORY)**

Tender No. :.....  
Name of Beneficiary :M/s.....  
Vendor Code :.....  
Address :.....  
.....  
Phone No. (Land Line) :.....  
Mobile No. :.....  
E-mail address :.....  
Bank Account No. (Minimum  
Eleven Digit No.) :.....  
Bank Name :.....  
Branch :.....  
Complete Address of your  
Bank :.....  
IFSC Code of your Bank  
a) RTGS :.....  
b) NEFT :.....  
PAN :.....  
VAT Registration No. :.....  
CST Registration No. :.....  
Service Tax Registration No. :.....  
Provident Fund Registration :.....

**I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.**

Office Seal

.....  
Signature of Vendor

**Counter Signed by Banker:  
Seal of Bank:**

**Enclosure: Self attested photocopies of the following documents-**

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.