



**FORWARDING LETTER**

**Subject: Tender No. SSI0930L23/L6 dated 13.07.2022 For Procurement of Spares for National C550B Crane.**

Dear Sir/Madam,

1.0 **OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Navratna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.

2.0 In connection to its operations, OIL invites bids through OIL's e-procurement site for "**PROCUREMENT OF SPARES FOR NATIONAL C550B CRANE**". One complete set of Bid Document for above is uploaded in OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website <https://www.oil-india.com/>. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No.	: SSI0930L23/L6 dated 13.07.2022
Type of Bidding	: SINGLE STAGE COMPOSITE BID SYSTEM
Tender Fee	: NOT APPLICABLE
Bid Closing Date & Time	: 24.08.2022, (11:00 HRS).
Technical Bid Opening Date & Time	: 24.08.2022, (14:00 HRS).
Price Bid Opening Date & Time	: 24.08.2022, (14:00 HRS).
Bid Security Amount	: NOT APPLICABLE
Bid Submission Mode	: Bids must be uploaded online in OIL's E-procurement portal
Bid Opening Place	: Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	: Bid should be valid for minimum <b>75 days</b> from actual bid closing date.
Performance Guarantee	: Applicable @ 3% of Order value
Integrity Pact	: Applicable
MSE Purchase Preference	: Applicable
PPLC Purchase Preference	: Not Applicable
Document Verification	: Applicable
Contact Details	: AAYUSH SOMANI Manager Materials (IP) E-MAIL: <a href="mailto:aayush_somani@oilindia.in">aayush_somani@oilindia.in</a> PHN: 0374-2808614
E-Tender technical Support	: TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: <a href="mailto:erp_mm@oilindia.in">erp_mm@oilindia.in</a>
Bids to be addressed to	: GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.

<b>LIST OF ANNEXURES &amp; PROFORMA</b>	
ANNEXURE-I	: <b>TECHNICAL SPECIFICATIONS WITH QUANTITY SPECIAL NOTES TO BIDDERS</b>
ANNEXURE-G	: <b>GENERAL NOTES TO BIDDER</b>
Annexure-DDD	: <b>FORMAT FOR INTEGRITY PACT</b>
ANNEXURE XX	: <b>FORMAT FOR UNDERTAKING TOWARDS COMPLIANCE OF RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</b>
Annexure BBB	: <b>TAXES AND DUTIES CLAUSE</b>
Annexure K	: <b>FORMAT FOR UNDERTAKING TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/ DOCUMENTS</b>
Annexure L	: <b>DOCUMENT VERIFICATION CLAUSE</b>
Annexure M	: <b>UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE</b>
Annexure N	: <b>RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</b>
General Terms & Conditions	: <b>(i) MM/LOCAL/E-01/2005 FOR E-PROCUREMENT OF INDIGENOUS TENDERS (ii) GUIDELINE'S TO BIDDERS (iii) NEW INSTRUCTIONS (iv) BANNING POLICY</b>

3.0 OIL looks forward to your active participation in the Tender.

Thanking You  
Yours Faithfully,  
OIL INDIA LIMITED

(AAYUSH SOMANI)  
Manager Materials (IP)  
For GM-Materials (HoD)  
For Resident Chief Executive

**GENERAL TENDER NOTES TO BIDDERS:**

- 1.0 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/ 7171/ 7192/ 4903. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in); [esupport@oilindia.in](mailto:esupport@oilindia.in)
- 2.0 Being Limited tender the tender documents have already been issued to you. You are requested to quote for the e-Tender using the USER\_ID and PASSWORD already available with you. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site [www.oil-india.com](http://www.oil-india.com).
- 3.0 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>
- 4.0 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.
- 5.0 "General Terms & Conditions" for e-Procurement as per Booklet No. **MM/LOCAL/E-01/2005** for E-Procurement of Indigenous Tenders.
- 6.0 Technical specifications and quantity as per **Annexure-I**.
- 7.0 All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL's website ( [www.oil-india.com](http://www.oil-india.com) ) and in the e-portal ( <https://etenders.srm.oilindia.in/irj/portal> ) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.
- 8.0 The prescribed Bid Forms for submission of bids are available in the Technical RFx-> External Area -> Tender Documents.
- 9.0 The tender is invited under SINGLE STAGE- COMPOSITE 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.
- 10.0 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> 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 Responses
- 11.0 **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.**
- 12.0 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 bidder's risk and may result in rejection of its offer without seeking any clarifications.

- 13.0 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.
- 14.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 15.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification.
- 16.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 17.0 The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/1999 and hence concessional rate of GST @12% against Essentiality Certificate for invoice having material value INR 1.00 Lakh and above will be applicable as per Notification No. 08/2022- Integrated (Rate) dated 13th July, 2022.**

**In the event of order, OIL will forward Essentiality Certificate (EC) obtained from Directorate General of Hydrocarbons (DGH), where concessional rate of GST @12% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account.**

- 18.0 **PAYMENT TERM:** OIL's standard payment terms are as listed under:

(i) Payment will generally be made against completed supply, including installation & commissioning (if included in Supplier's scope). Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.

(ii) Payment to the extent of maximum 90% of the value of supply will be released within 21 days of receipt of materials at destination/site as per purchase order against direct submission of undisputed invoice to OIL and the remaining 10% shall be released upon acceptance of goods after due adjustment towards applicable Liquidated Damages.

In certain cases, OIL will consider release of 100% payment within 21 days of receipt and acceptance of supply at destination/site as per purchase order against undisputed invoice, subject to adjustment towards applicable Liquidated Damages.

(iii) Wherever installation and commissioning etc. are to the scope of Supplier, maximum 80% of the cost of materials shall be payable within 21 days of receipt & verification of completeness of all the goods at destination/site as per purchase order against undisputed invoice and the remaining payment shall be released after successful commissioning.

**The above payment terms supersede all the payment terms contained elsewhere in the tender document as well as "General Terms and Conditions for e-Procurement" (Document No. MM/LOCAL/E-01/2005). Bidders to note that no other payment terms, apart from the above listed payment terms, shall be accepted by OIL.**

- 19.0 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).

**20.0 Bidders should fill-up and submit along with their bid an UNDERTAKING towards authenticity of information/documents furnished by them, as per enclosed ANNEXURE-K**

**21.0 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.**

**22.0 ONLINE VIEWING OF PRICE BY BIDDER:** 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.

**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.

**23.0 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).**

**24.0 Performance Security:**

The successful bidder shall submit Performance Security @ **03%** 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 despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch 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 Rs 5(five) lakhs.**

**Note:** 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 I 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.”

**25.0 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.

**26.0** Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

**27.0 OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES:**

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 along with 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.

**28.0** Categorisation and various criteria applicable to **MSE** bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification No. CG-DL-E-16062021-227649 dated 16.06.2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE. The existing enterprises registered under EM-Part II or UAM till 30.06.2020 shall continue to be valid only for a period up to 31.12.2021.

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

- i. Udyam Registration Number with Udyam Registration Certificate.  
OR
- ii. Proof of Registration with District Industry Centers of Khadi and Village Industries Commission of Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration with any other body specified by Ministry of MSME.

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

a) 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.

For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

Bidder to Categorically confirm under which category they want to claim purchase preference i.e. under MSE or PP-LC policy.

## **29.0 TAX COLLECTIBLE AT SOURCE (TCS):**

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

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

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- b. Total supply of goods to OIL in FY ..... (As applicable) exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No.

- and date) or would be deposited with Exchequer on or before the due date and  
d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

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

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

- 30.0 BIDDERS TO NOTE THAT “ANNEXURE-L” INCORPORATING THE “DOCUMENT VERIFICATION CLAUSE” HAS BEEN ATTACHED HEREWITH. ALL BIDDERS MUST COMPLY WITH THE STIPULATIONS OF THE “DOCUMENT VERIFICATION CLAUSE” WHILE SUBMITTING THEIR OFFERS AGAINST THE TENDER.

31.0 **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

Banning Policy dated 6th January, 2017 as uploaded in OIL’s website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/ vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender: a) Backing out by bidder within bid validity. b) Backing out by successful bidder after issue of LOA/Order/Contract c) Non/poor performance and order/contract execution default. The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

- 32.0 **INTEGRITY PACT:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure-IX of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

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

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

Shri Om Prakash Singh, IPS (Retd.),  
Former DGP, Uttar Pradesh  
e-mail: Ops2020@rediffmail.com

Shri RUDHRA GANGADHARAN, IAS (Retd.),  
Ex-Secretary, Ministry of Agriculture  
e-mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)

33. **Validity:** Validity of the bid must be minimum 75 days from the Bid Closing Date. Offer with inadequate validity will be rejected



**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 **SSI0930P22**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any

information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

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

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

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

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

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

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

**Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

**Section:10 -Other provisions**

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

**AAYUSH SOMANI**

**MM (IP)**

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

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

Witness 1: .....

Witness 2: .....

Place: DULIAJAN  
Date: 13.07.2022

**ANNEXURE-I****Tender No. : SSI0930L23/L6****Tender Date : 13.07.2022**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 51638351	SPARES FOR NATIONAL CRANE MAKE: NATIONAL CRANE MODEL: C550B NATIONAL CRANE 856B, OIL-3507 Clutch Assembly, Hoist Brake for NATIONAL CRANE 856B, OIL-3507 Part No. 981323 of NATIONAL CRANE	1	SET
<b>20</b> 51638352	9/16" x 220' Cable Assembly(MS98)- Hoist Rope for NATIONAL CRANE 856B, OIL-3507 Part No. 941323 of NATIONAL CRANE	2	SET
<b>30</b> 51638353	Hydraulic Brake, Rotation Gear Box for NATIONAL CRANE 856B, OIL-3507 Part No. 960599 of NATIONAL CRANE	1	SET
<b>40</b> 51638354	Orbit Motor, Hoist for NATIONAL CRANE 856B, OIL-3507 Part No. 908426 of NATIONAL CRANE	1	SET
<b>50</b> 51638355	Brake Cylinder, Hoist Assembly for NATIONAL CRANE 856B, OIL-3507 Part No. 981094 of NATIONAL CRANE	1	NO
<b>60</b> 51638358	Kit Packing, Lift Cylinder for NATIONAL CRANE 856B, OIL-3507 Part No. 122743 of NATIONAL CRANE	2	SET
<b>70</b> 51638359	Counter Balance Valve for NATIONAL CRANE 856B, OIL-3507 Part No. 972915 of NATIONAL CRANE	2	SET
<b>80</b> 51638363	Valve, O/R Cylinder for NATIONAL CRANE 856B, OIL-3507 Part No. 972680 of NATIONAL CRANE	2	NO
<b>90</b> 51638366	Valve Holding, Tele Cylinder for NATIONAL CRANE 856B, OIL-3507 Part No. 972901 of NATIONAL CRANE	2	SET
<b>100</b> 51638368	Packing Kit- 2nd Extend Cylinder for NATIONAL CRANE 856B, OIL-3507 Part No. 121703 of NATIONAL CRANE	2	SET
<b>110</b> 51638370	Pad, Boom Assembly for NATIONAL CRANE 856B, OIL-3507 Part No. 167894 of NATIONAL CRANE	2	SET
<b>120</b> 51638371	Packing Kit-3rd Extend Cylinder, Tele 3rd Extend Cylinder for NATIONAL CRANE 856B, OIL-3507 Part No. 121704 of NATIONAL CRANE	2	NO
<b>130</b> 51638379	Repair Kit, Hoist Assembly for NATIONAL CRANE 856B, OIL-3507 Part No. 982145 of NATIONAL CRANE	2	SET
<b>140</b> 51638380	Angle Sensor, LMI Cable Reeling Drum for NATIONAL CRANE 856B, OIL-3507 Part No. 147257 of NATIONAL CRANE	2	NO

**ANNEXURE-I****Tender No. : SSI0930L23/L6****Tender Date : 13.07.2022**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>150</b> 51638381	8- Section Control Valve for NATIONAL CRANE 856B, OIL-3507 Part No. 975044 of NATIONAL CRANE	1	NO
<b>160</b> 51638382	Solenoid/Cartridge Assy. for NATIONAL CRANE 856B, OIL-3507 Part No. 975013 of NATIONAL CRANE	2	SET
<b>170</b> 51638383	9/16" x 340' Cable Assembly (MS98), Hoist for NATIONAL CRANE 856B, OIL-3507 Part No. 941403 of NATIONAL CRANE	1	SET
<b>180</b> 51638384	1- Section Control Valve, Hydraulic Control for NATIONAL CRANE 856B, OIL-3507 Part No. 975000 of NATIONAL CRANE	1	NO
<b>190</b> 51638385	Hydraulic Motor, Hoist Assembly for NATIONAL CRANE 856B, OIL-3507 Part No. 982065 of NATIONAL CRANE	1	NO
<b>200</b> 51638386	Kit Seal- Lift Cylinder for NATIONAL CRANE 856B, OIL-3507 Part No. 125198 of NATIONAL CRANE	2	SET
<b>210</b> 51638400	NATIONAL CRANE 990A, OIL- 3701 Gear Pump- CW, Hydraulic System for NATIONAL CRANE 990A, OIL- 3701 Part No. 910720 of NATIONAL CRANE	1	NO
<b>220</b> 51638401	Clutch, Hoist Assembly for NATIONAL CRANE 990A, OIL-3701 Part No. 981404 of NATIONAL CRANE	1	SET
<b>230</b> 51638402	Gear Pump- CCW, Hydraulic System for NATIONAL CRANE 990A, OIL-3701 Part No. 910719 of NATIONAL CRANE	1	NO
<b>240</b> 51638405	Counter Balance Valve, Hoist for NATIONAL CRANE 990A, OIL-3701 Part No. 982144 of NATIONAL CRANE	2	NO
<b>250</b> 51638407	Valve Assembly- Holding, Rotation Gear Box for NATIONAL CRANE 990A, OIL-3701 Part No. 973074 of NATIONAL CRANE	2	SET
<b>260</b> 51638408	Holding Valve, Lift Cylinder for NATIONAL CRANE 990A, OIL-3701 Part No. 973077 of NATIONAL CRANE	2	NO
<b>270</b> 51638412	Length Potentiometer, LMI Cable Reeling Drum for NATIONAL CRANE 990A, OIL-3701 Part No. 147256 of NATIONAL CRANE	2	SET
<b>280</b> 51638456	Hydraulic, Motor, Hoist for NATIONAL CRANE 990A, OIL-3701 Part No. 982103 of NATIONAL CRANE	1	NO
<b>290</b> 51638457	Hydraulic Pump Assembly- LH Double Vane Gear, Hydraulic System for NATIONAL CRANE 990A, OIL-3701	1	NO

**ANNEXURE-I****Tender No. : SSI0930L23/L6****Tender Date : 13.07.2022**

Item No./ Mat. Code	Material Description	Quantity	UOM
	Part No. 910701 of NATIONAL CRANE		
<b>300</b> 51638458	Kit- Brake Assembly- Swing Brake Assy. for NATIONAL CRANE 990A, OIL-3701  Part No. 9734101185 of NATIONAL CRANE	2	SET
<b>310</b> 51638460	Kit- Wear Pad, Boom Assembly for NATIONAL CRANE 990A, OIL-3701  Part No. 80021360 of NATIONAL CRANE	2	SET
<b>320</b> 51638462	Valve Assembly- Holding, Rotation Gear Box for NATIONAL CRANE 990A, OIL-3701  Part No. 7926100852 of NATIONAL CRANE	2	SET
<b>330</b> 51638465	Kit Seal- O/R Jack, O/R Jack Cylinder for NATIONAL CRANE 990A, OIL-3701  Part No. 80058515 of NATIONAL CRANE	3	NO
<b>340</b> 51638480	NATIONAL CRANE 600E2, OIL- 3515/16 Kit Seal- Lift Cylinder for NATIONAL CRANE 600E2, OIL-3515/16  Part No. 7373100100 of NATIONAL CRANE	2	SET
<b>350</b> 51638481	Kit Seal- O/R Extension Cylinder for NATIONAL CRANE 600E2, OIL-3515/16  Part No. 80040991 of NATIONAL CRANE	2	SET
<b>360</b> 51638482	Kit Seal- Tele Extension Cylinder for NATIONAL CRANE 600E2, OIL-3515/16  Part No. 80058807 of NATIONAL CRANE	2	SET
<b>370</b> 51638484	Kit Seal- Hoist Assembly for NATIONAL CRANE 600E2, OIL-3515/16  Part No. 9974103187 of NATIONAL CRANE	2	SET
<b>380</b> 51638486	Kit Seal, Swing Gear Box for NATIONAL CRANE 600E2, OIL-3515/16  Part No. 9734101186 of NATIONAL CRANE	2	SET

**Standard Notes:****Special Notes : SPECIAL CONDITIONS:**

(1) All the tendered items shall be procured from the same source. Bidder must quote for all the items, failing which offer shall be straightly rejected.

(2) Supplier to quote on all-inclusive F.O.R Duliajan basis with Freight & Transit Insurance in supplier's Scope