



FORWARDING LETTER

Sub: Tender No. DID6987L22 dated 15.05.2021.

Dear Sir / Madam,

We intend to procure the following item(s) and therefore request you to quote your best prices mentioning your detail specifications and submit your quotations through email (email id: tender.ip@oilindia.in).

Sl.No.	Material Description	Quantity
10	<p><u>SPECIFICATIONS FOR A 500 LPM OXYGEN GENERATION PLANT</u></p> <p><u>Generic Specification:</u> Oxygen Purity: 93% ± 3% Material of spare parts used in generator: SS304, SS316L Oxygen Pressure (PSI) :70 Oxygen Flow Rate (litre per minute) :500 Automation Grade Automatic: Automatic</p> <p><u>Certification and Standard:</u> Compliance to Standard: ISO13485, ISO 9001</p> <p><u>Compressor Parameter:</u> Screw Air compressor: Kaeser, Atlas Capco Compressor Outlet Should Have Water Separator with Loss Less Drain System: Yes</p> <p><u>Feed Air Requirement :</u> The feed air system should be equipped with low pressure prevention device to ensure air pressure does not fall below 6 bar: Yes Feed Air Quality as per ISO 8573: Class 1.4.1 Number of Filtration: 3 Stage Operating Temperature of Feed Air Requirement (max): 50 degree Celsius</p> <p><u>Dryer Parameter:</u> Dual air tank (wet and Dry): Yes Refrigerant Dryer Should Have Digital Dew Point Display with High dew point feed air cut off: Yes Operating Temperature of Dryer (pdp): 4 degree Celsius</p> <p><u>Oxygen generator unit parameter:</u> Display: Feed air pressure, Outlet oxygen pressure, Outlet oxygen purity, Alarm, Auto change system setting Number of PLC Dedicated: 2 Dual sieve beds working in PSA technology : Yes Alarm Indication: Low Air, Low O2 pressure, O2 Purity Display Screen Size of Oxygen Generator: 12 inches</p> <p><u>Change Over System:</u> It should be able to add secondary source: Yes</p>	01 No.

	<p>Indication: Low pressure, Low purity, Low Air Each source has to be regulated and must have check valves and solenoid valves to control: Yes Pressure Gauge: Yes Multitone audio alarm: Yes It should utilize the secondary backup during low backup and low purity: Yes Number of output port: 1 Number of inlet ports to change over system: 3 PLC Based Auto change over system: Yes</p> <p><u>Additional Parameter:</u> Booster compressor for filling cylinders: No Salient Features: High reliability, Lower space requirement, Fast start up Electronics/Electrical Control panel should be separately mounted on a closed panel: Yes All Storage Tanks Should Be Installed with Safety Valve and Pressure Gauge: Yes</p> <p><u>Power Requirement:</u> Voltage (+/-10%): 220 Volts Number of Phases :3 Phase Frequency:50 Hertz Current in Ampere:30-100</p> <p><u>Warranty:</u> Warranty period: 2 Years</p> <p><u>Scope of work:</u> Oxygen Pipe Line: Yes Installation and commissioning: Yes</p> <p><u>Test report/Approval:</u> Copies of reports and certifications to be furnished to buyer on demand at time of supplies: Yes Medical Oxygen should be approved with Indian Pharmacopeia and Drugs & Cosmetics Act: Yes Availability of Test Report from Central Govt/Nabl/Ilac Accredited Lab to Prove Conformity to Specification: Yes</p>	
20	<p><u>Installation & Commissioning:</u> Installation & commissioning of the Oxygen Generating Plant should be completed within 30 days after delivery of the equipment.</p>	
30	<p><u>Civil Jobs:</u> Construction (including supply of material) of Assam Type shed of 45 square meter area suitable for installation and commissioning of the Oxygen Generating Plant. The job shall also include normal preparation of site, soil treatment for white ant, aluminium windows, plastic paint, weather coats for external finish, internal water supply, internal & external electrification.</p>	
40	<p><u>Operation & Maintenance:</u> Three (3) years Operation and Maintenance on daily basis including supply of necessary operational spares/consumables shall be in the scope of the bidder. Bidder shall engage their personnel suitably (preferably three workers) to keep the Oxygen Generating Plant operational 24 x 7. Safety and all sort of expenditure related to personnel to be deputed by the bidder shall be in bidder's scope.</p>	

50	<p>Internal Oxygen Pipeline Laying: Laying of oxygen pipeline (including supply of all necessary materials like Copper pipe, Isolation Valve, Front Loading type wall outlet, BPC Flowmeter, Area Alarm etc.) to all the wards and operation theatre and OPD of OIL Hospital so as to provide oxygen to all the admitted patients as and when necessary.</p> <p>Bidder may depute their representative to OIL Hospital, Duliajan for assessment of the above job.</p>	
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Special Terms & Conditions:

- (1) Validity of offer must be minimum 30 days from the bid closing date.
- (2) The bid closing date is **20.05.2021 (10:00 AM)**. Your offer should reach to us through email (**email id: tender.ip@oilindia.in**) before the bid closing date and time.
- (3) The bid opening date is **20.05.2021 (10:00 AM)**.
- (4) Requirement of items is very urgent, so further extension of bid closing date shall not be entertained.
- (5) **DELIVERY REQUIREMENT:** Preferably within 30 days from the date of receipt of order. Considering the urgency of the requirement, bidder(s) are requested to quote their best possible delivery.
- (6) The items must be delivered at Duliajan after receipt of the Purchase Order. Any shortage or damage, if found shall be replaced by you at your own cost and arrangement.
- (7) The items shall be brand new, unused & of prime quality. The supplier shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 24 months from the date of commissioning. During the warranty period, the defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.
- (8) Place of delivery: The ordered materials must be consigned to :
DGM (Materials-Receiving)
Materials Department, Oil India Limited,
Duliajan-786602, Dist. Dibrugarh, Assam
- (9) Bidder to quote the rates as per Price Bid Format (**PROFORMA -1**) enclosed herewith.
- (10) Bidder must have to mention their GST IN Registration No. and HSN Code along with their offer.
- (11) Packing should be adequate to avoid transit damage and ingress of water.
- (12) Bidders to provide the place of despatch, gross weight and dimensions of the consignment.
- (13) This tender is also governed by the General Terms & Conditions (as enclosed).

- (14) Payment Terms: 90% payment will be made against supply of materials and balance 10% after satisfactory commissioning at site after adjusting liquidated damages, if any. Payment against Civil Jobs, Installation & Commissioning, Oxygen Pipeline laying will be paid after successful completion of the installation and commissioning job. Payment against Operation and Maintenance charges shall be released against submission of Invoices on quarterly basis.
- (15) No Bid Security /Earnest Money Deposit (EMD) shall be applicable till 31.12.2021. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed **PROFORMA - 2** along with their Technical bids.
- (16) **Performance Security:** The successful bidder shall submit Performance Security @ 3% of PO value in the form of Bank Guarantee (PROFORMA -5)/Demand Draft/NEFT/RTGS within 10 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order. 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:*

(a) "MT 760 / MT 760 COV for issuance of bank guarantee.

(b) "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, HDFC Bank Limited, Duliajan Branch, UTOPIA COMPLEX, BOC GATE, Jayanagar, Duliajan, District- Dibrugarh, PIN- 786602.

- (17) (i) The prices must be strictly submitted as per the price bid format only. The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.
- ii) 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.

- (18) OIL shall be entering into an Integrity Pact, with the bidders as per format enclosed vide **PROFORMA - 3** 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 have 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 id : rudhra.gangadharan@gmail.com

- (19) Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in rejection of its offer without seeking any clarifications.
- (20) Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
- (21) **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:**
If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA - 4** along with their offer failing which their offer shall be liable for rejection.
- (22) **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.

(23) 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.

OIL looks forward to your active participation in the Tender.

Thanking You
Yours Faithfully,
OIL INDIA LIMITED

(Amrit L. Bora)
Sr. Manager Materials (FD)
For GM-Materials (HoD)
For Resident Chief Executive

PROFORMA -1

PRICE BID FORMAT (TENDER NO. DID6987L22)

Item No.	Particulars (Specification as per tender)	HSN Code	Applicable rate of GST %	Amount Quoted (Excluding Taxes) (in Rs.)
10	Supply of 500 LPG Oxygen generating plant, Quantity: 1 No. including packing & forwarding			
20	Installation & Commissioning			
30	Civil Jobs			
40	Laying of Oxygen Pipeline			
50	Operation & Maintenance for 3 years			
60	Freight & Insurance charges upto Duliajan against item no. 10			

Bidder's Name:

Signature:

Note: Evaluation Methodology:

- A) Supply of Oxygen Generating Plant
- B) GST on A:
- C) FOR Despatching Station Value (A+B):
- D) Freight & insurance upto Duliajan including taxes:
- E) FOR Duliajan Value (C+D):
- F) Installation & commissioning charges including taxes
- G) Cost of civil jobs including taxes:
- H) Cost of Laying Oxygen pipeline including taxes:
- I) Cost of operation & maintenance for 3 years including taxes:
- J) Total cost for evaluation (E+F+G+H+I):**

PROFORMA - 2

BID SECURITY DECLARATION

To,

M/s. Oil India Limited

.....,
.....

Sub:

Tender No:.....

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. (Name of Bidder) have submitted our offer/bid no.....

We, M/s.(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

PROFORMA – 3

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.**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. B. SINGHA
.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:
Witness 2:

Place: Duliajan
Date: 19.04.2021

PROFORMA - 4

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

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

Ref. No. _____

Date _____

To,

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

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

PROFORMA - 5

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. Oil India Limited

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

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

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

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

This guarantee is valid until the _____ day of _____

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

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

This tender document has been issued to the following vendors only:

Sl no	Company
1	OxAir / Augusta Aero works, Chennai Email: ashok.s@oxair.in; admin@agastyaaeroworks.in
2	Atlas Copco, Pune E-mail: info.compressor@atlascopco.com
3	Tech Vertical / sysadvance, Aurangabad E-mail: info@sysadvance.com
4	Medevice / Ausmedi Kavia, Pune E-mail: sales@medevice.co
5	Molsieve Designs Limited, Noida E-mail: sudhir@molsieve.com
6	Summit Hygronics Pvt Ltd, Coimbatore E-mail: finance@airdryer.in
7	Airox Technologies Aurangabad MS E-mail: sam@airoxtechnologies.com ; sales@airoxtechnologies.com
8	SAM GAS Projects Pvt Ltd, Ghaziabad E-mail: sales@samgasindia.com
9	MNK Engineering, Delhi E-mail: mnk_del@gmail.com
10	Chaalak Industries Ahmedabad E-mail: info@chaalakind.com
11	Trident Pneumatics Pvt Ltd, Coimbatore E-mail: sales@tridentpneumatics.com
12	Trimech Engineers Pvt Ltd, Ahmedabad E-mail: info@trimechindia.com
13	Dhanvantari Associates, Vijaywada E-mail: admin@dhanwantari.com
14	Gastek Engineering Pvt Ltd, Delhi E-mail: sales@gastekengg.com
15	Premier Cryogenics Ltd., Guwahati Email: sales.pclho@gmail.com
16	Assam Air Products (P) Limited E-mail: dbr@assamairproducts.com