

Addendum to the Tender DIS3714P12/MK dated 21.10.11

The tender documents of the above tender are appended below

OIL INDIA LIMITED

(A Govt. of India Enterprise)
P.O. Duliajan-786602, Assam

Fax No. 91-0374-2800533
E-mail:material@oilindia.in

Tender No. & Date:DIS3714P12/MK 21.10.2011

Tender Fee : INR 1,000.00

Bid Security Amount : INR 169,000.00

Bidding Type : Single Bid (Composite Bid)

Bid Closing On : 29.12.2011 at 13:00 hrs. (IST)

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Performance Guarantee : Applicable

OIL INDIA LIMITED invites Press tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
<u>10</u> 83310323	SHEET, CORRUGATED IRON, GALVANISED ,TESTED QUALITY, TO IS:277-1969, CLASS 4 - 275 GSM OF ZINC (SPELTER) COATING PER SQUARE METER, BOTH SIDES INCLUSIVE Size : 2500 mm.(8')length,Nom. overall width of sheet measured between crowns of outside corr.- 900 mm.(Before Corr.) & 800 mm.(After Corr.),Thickness : 0.63 mm (24G), No.of corr.-10, Nom. depth of corr. : 18 mm, Nom. pitch of corr. : 75 mm, Weight per sheet : 10.4 Kg. to .12.15 Kg., No. of sheet/bundle - 9, Weight per bundle : 93.6 Kg. to 109.4 Kg.	2500	NO
<u>20</u> 83310323	Size : 3000 mm. (10') Length, Nom. overall width of sheet measured between crowns of outside corrugation - 900 mm.(Before corr.) & 800 mm (After corr.),Thickness : 0.63 mm (24G),No. of corr. - 10, Nom. depth of corr. : 18 mm, Nom. pitch of corr.: 75 mm, Weight per sheet : 12.32 Kg. to 14.58 Kg., No. of sheet/bundle - 7, Weight per bundle : 86.24 Kg. to 102.1 Kg	6000	NO
<u>30</u> 83310358	SHEET, CORRUGATED IRON, GALVANISED, TESTED QUALITY, TO IS:277-1969, CLASS 8 - 120 GSM OF ZINC (SPELTER) COATING PER SQUARE METER, BOTH SIDES INCLUSIVE. Size : 3000 mm. (10') Length, Nom. overall width of sheet measured between crowns of outside corrugation - 900 mm.(Before corr.) & 800 mm (After corr.),Thickness : 0.63 mm (24G),No. of corr. - 10, Nom. depth of corr. : 18 mm, Nom. pitch of corr.: 75 mm, Weight per sheet : 12.32 Kg. to 14.58 Kg., No. of sheet/bundle - 7, Weight per bundle : 86.24 Kg. to 102.1 Kg	3000	NO

Note description for item no./nos. : 10, 20

1. Manufacturer's name or trade-mark, grade of coating, length, width, thickness and number of corrugations, grade in case of corrugated sheets and material identification (grade, quality, etc.) shall legibly be marked on top of each sheet or shown on a tag attached to each bundle.

Standard Notes: (1) The offer should be submitted in Triplicate.

(2) 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 a 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).

(3) For order with F.O.R. Destination term, 100% payment against despatch documents will not be entertained. In this regards please refer payment terms in ANNEXURE-MM/TENDER/LP/01/06.

(4) To evaluate the inter-se ranking of the offers, Assam Entry Tax on purchase value will be loaded as per prevailing Government of Assam Guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their bids.

(5) INTEGRITY PACT :

a) OIL shall be entering into an Integrity Pact with bidders as per format enclosed vide **Annexure-A** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be returned by the bidder (alongwith the technical bid) all pages duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway.

- b) The name of the OIL's Independent External Monitors at present are as under :
- i) SHRI N. GOPALASWAMI, I.A.S. (Retd.),
Former Chief Election Commissioner of India
E-mail Id : gopalaswamin@gmail.com
 - ii) SHRI RAMESH CHANDRA AGARWAL, IPS(Retd.)
Former Director General of Police
E-mail Id : rcagarwal@rediffmail.com

Special Notes : 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.

1.1 BID REJECTION CRITERIA (BRC)

(A) TECHNICAL :

1.0 The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case the item(s) offered does not conform to the required parameters stipulated in the technical specification. All the documents related to BRC must be submitted along with the Bid.

2.0 The bids would be qualified for evaluation provided those meet the following minimum requirement.

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- i) The party should preferably be a Manufacturer of the product. In case the bidder is not a manufacturer, he should be an authorized dealer/ supplier of the product. The authorized dealer / supplier should produce authority letter from its manufacturer along with the bid. Such authority letter should be valid for the entire period of execution of the order.
- ii) Manufacturer should have BIS authorization to manufacture the item as per IS:277 : 2003. A copy of BIS authorization as above should be submitted to OIL.
- iii) All marking should be as per **clause no. '15' of IS: 277-2003**
- iv) The manufactured product should be strictly as per tender specification.

(B) COMMERCIAL :

1.0 **Bid security of Rs. 1,69,000.00 shall be furnished with bid. Any bid not accompanied by a proper bid security in ORIGINAL will be rejected without any further consideration.** For exemption for submission of Bid Security, please refer Clause No. 6.8 of General Terms and Conditions for Indigenous Tender vide MM/TENDER/LP/01/06 (enclosed). The Bid Security shall be valid for six month from the date of bid opening.

2.0 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.

3.0 **Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value.** For exemption for submission of Performance Bank Guarantee, please refer Clause No. 7.11 of General Terms and Conditions for Indigenous Tender vide MM/TENDER/LP/01/06(enclosed). **The Performance Bank Guarantee must be valid for one year from the date of dispatch. Bidder must confirm the same in their bid. Offers not complying with this clause will be rejected.**

4.0 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.

5.0 Original signed offer should be submitted in sealed envelope. No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.

6.0 Validity of the bid shall be minimum **75 days**. Bids with lesser validity will be rejected.

7.0 Bids containing incorrect statement will be rejected.

8.0 Bids shall have no interlineations, erasures or overwriting except as necessary to correct the errors made by the bidder, in which case, such corrections shall be initiated by the person(s) signing the bid. Any bid not meeting this requirement shall be rejected.

1.2 BID EVALUATION CRITERIA(BEC)**(A) TECHNICAL :**

The bids conforming to the technical specifications, terms & conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation.

(B) COMMERCIAL :

1.0 The evaluation of bids will be done as per the Price Schedule given in **Annexure-II**

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attached with the General Terms and Conditions for Indigenous Tender vide MM/TENDER/LP/01/06(enclosed).

2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

3.0 To evaluate the inter-se-ranking of the offers, Assam Entry Tax on purchase value will be loaded as per prevailing Govt. of Assam guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.

4.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Indigenous Tender vide MM/TENDER/LP/01/06(enclosed). However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) contradict the Clauses of the tender and / or MM/TENDER/LP/01/06 elsewhere, those in the BEC / BRC shall prevail.

In addition to BRC/BEC mentioned above, the bidders have to strictly comply with the following two points while quoting their offers:

- a. The CGI Sheet should be as per IS:277-2003 or latest.
- b. Successful bidder must submit inspection report when specifically called for against each batch as per **clause no 17.0** of General Terms and Conditions of contract.

Annexure- A

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. **DIS3714P12/MK Dated 21.10.2011** 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 Organisation "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 cartelisation 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.

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

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 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
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 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
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 Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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 (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

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.
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.
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.

MUNIN KONWAR
PURCHASE OFFICER

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 :

Date . . .

Witness 2 :