

OIL INDIA LIMITED
DULIAJAN

(A Government of India Enterprise)
P.O. DULIAJAN – 786602, ASSAM

OIL INDIA LIMITED (OIL) invites sealed tenders from experienced Contractors / Firms for the following services :

Tender No/ Tender Fee	Service Requirements	Sale of Bid Document/ Earnest Money/ Bid Closing Date
DCO6752P10/AG Rs 2000	Health Check-up of 11 (eleven) nos. of Production Installations.	08.02.10 to 01.03.2010 Rs. 15,000.00 02.03.2010
DCL6753P10/AG Rs 5000	Supply of Listed and Unlisted Labourers for Support Services for Up-keepment of GCSs & Gas Well Stations in Duliajan & Moran fields.	08.02.10 to 01.03.2010 Rs. 75,000.00 02.03.2010

The details of tenders are available at Website www.oil-india.com.

Bid Documents (non-transferable) can be obtained from the office of Head (Contracts), Oil India Limited, P.O. Duliajan, Assam-786602 on application alongwith Tender Fee (non-refundable) through a Crossed Demand Draft / Banker's cheque in favour of 'Oil India Limited' payable at Duliajan. Applicants can also deposit the tender fee directly in UBI/UCO Bank/SBI/Allahabad Bank Canara Bank of Duliajan Branch and proof of such deposit must be furnished along with the applications for tender documents. The details of tenders are available at Website www.oil-india.com.

Salient Features Of Eligibility Criteria for Tender No. DCO6752P10:

1.0 BID REJECTION CRITERIA

1.1 The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-Commercial Bid.

1.2.1 The bidder shall have experience in executing SIMILAR nature of jobs in Central/State Govt./ PSUs/ State Govt. Enterprises during the last 7 (seven) years ending bid closing date.

"SIMILAR" nature means-

The job involving health check up/ Non destructive test for various equipment of an Oil/ Gas Installation like OCS/ GCS/ EPS/ QPS /Crude Oil Tank Farm/ Refinery etc.

1.2.2 The bidder shall have experience of successfully executing the above nature of work(s) of the following magnitude during the last 7(seven) years ending bid closing date:

i) Must have executed a minimum value of Rs.24,00,000.00 (Rupees twenty four lakh only) in a single contract,

OR

ii) Must have executed a minimum value of Rs.15,00,000.00 (Rupees fifteen lakh only) each in two separate contracts,

OR

iii) Must have executed a minimum value of Rs.12,00,000.00 (Rupees twelve lakh only) each in three separate contracts.

1.2.3 The bidder should have an average annual turnover during the last three years ending 31.03.2009 at least of Rs. 9,00,000.00 (Rupees nine lakh only).

1.2.4 Bid will be rejected if not accompanied with adequate documentary proof (Refer Note-1 below) in support of experience and turnover as mentioned in Para 1.2.2 and 1.2.3.

Note-1:-

A) For proof of Annual turnover, the following documents/ photocopy must be submitted along with the bid:

- i) A certificate issued by a practising Chartered/ Cost Accountants' Firm, certifying the Annual Turnover and nature of business, and
- ii) Audited Balance Sheet and Profit and Loss account.

B) For proof of requisite Experience, bidder should submit the following copies of documents along with the bid:

(i) Photocopy of Contract document or workorder document showing details of work,
AND

(ii) Completion Certificate issued by Centarl Govt./ State Govt./ Public Sector Undertaking/
State Govt. Enterprise showing:

- (a) Gross value of job done during last seven years ending bid closing date.
- (b) Nature of job done and contract/ workorder no.
- (c) Contract period and date of completion.

1.2.5 The bidder shall provide the list of NDT equipment/ apparatus including the brand name & grade of magnetic particles, coupling medium and various types of probes to assess the suitability for NDT works.

1.2.6 The bidder must carry out the job under the supervision of academically qualified technical person. The supervisor must be a ASNT/ ISNT Level-II certificate holder in the respective area of NDT. The photocopies of the NDT Level-II certificates on various techniques of NDT as required in the NIT, should be enclosed during submission of bid and the original certificates should be produced within 15 days of issue of LOI. The supervisor must have 3 years of experience in carrying out similar type of NDT technique.

1.2.7 The bidder shall confirm that all the electrical appliances/ equipment to be used for the job will be suitable for the classified hazardous area as per OMR-1984 or respective DGMS' circulars.

1.2.8 The bidder shall submit Bank Account number, VAT Regd. No., Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them (with documentary evidence). In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

2.0 BID EVALUATION CRITERIA (BEC):

2.1 The bids conforming to the specifications, terms and conditions stipulated in the tender documents and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.

2.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on total evaluated cost on the basis of rates quoted in the Price Bid Format.

2.3 In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same lowest price.

Salient Features Of Eligibility Criteria for Tender No. DCL6753P10:

A) BID REJECTION CRITERIA (BRC):

I) The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected:

i) Bidder must have relevant experience in carrying out similar nature of job with PSUs / Central Govt. /State Govt. Organization in last 7(seven) years from date of bid opening.

Should have successfully executed similar works of value-

1. Single contract of minimum value of Rs. 40, 00,000/- OR
2. Two contracts of minimum value of Rs. 25, 00, 000/- each. OR
3. Three contracts of minimum value of Rs. 20, 00, 000/- each.

ii) Average Annual financial turnover during the last 3(Three) years, ending 31st March 2009, should be at least Rs.15, 00, 000/-

iii) Bidder must submit all necessary documents related to experience and turnover in duplicate.

Note-

“Similar nature of job” mentioned above means experience in handling all types of LABOUR ORIENTED CONTRACTS.

In case of OIL contractors providing services of listed / unlisted labours who currently have one or more than one labour contract with OIL and total no of labours (having key nos.) under different contracts of the individual contractors is 10 or more , are exempted from submission of documents required by clause (i) & (ii).

Documentary Evidence :

- (1) **In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Service entry Sheet (SES)' of jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.**
- (2) **The name of Listed / Unlisted labours with key no. against the contract must be submitted.**

I) For proof of Annual turnover, any one of the following document/photocopy must be submitted along with the bid: -

- i) A certificate issued by a practicing Chartered/ Cost Accountants# Firm, with membership no. certifying the Annual Turnover and nature of business.

ii) Audited Balance Sheet and Profit and Loss account.

II) For proof of requisite Experience, any one of the following document/photocopy must be submitted along with the bid: -

ii) Certificate issued by any other Public Sector Undertaking/ Govt. Department in last seven years ending bid closing date showing:

(a) Gross value of job done; and

(b) Nature of job done; and

(c) Time period covering the financial year(s) as per the NIT.

iii) Bidder(s) must also furnish the followings.

1. NAME OF FIRM

2. DETAIL POSTAL ADDRESS

3. TELEPHONE NO.

4. MOBILE NO.

5. E-MAIL

6. FAX NO.

7. CONTACT PERSON

8. CONTACT PERSON'S CONTACT NO.

9. TAX EXEMPTION CERTIFICATE NO. (Attested copy required)

10. CST REGD.NO. (Attested copy required)

11. LOCAL SALE TAX REGD.NO. (Attested copy required)

12. PAN NO. (Attested copy required)

13. VAT REGD, NO. (Attested copy required)

14. BANK ACCOUNT NO.

15. BANK ACCOUNT TYPE.

16. BANK NAME

17. BANK ADDRESS

18. SERVICE TAX REGD.NO. (Attested copy required)

19. P.F.CODE NO. (Attested copy required)

(Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

20. VENDOR NO. (IF AVAILABLE)

iv) Solvency Certificate from Bank

v) Non- submission of the documents as specified in BRC above will result in rejection of bids.

VI) OIL shall be entering into an Integrity Pact with the bidders as per format enclosed annexure of the tender document. Each page of this Integrity Pact proforma has been duly signed by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the technical bid) 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 to be signed by the bidder's authorized signatory who sign the bid.

B) BID EVALUATION CRITERIA (BEC):

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.
2. OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.

C) GENERAL

a) In case bidder takes exception to any clause of Tender Document not covered under BEC / BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.

b) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before ten days from the date of clarification sought by the Company, failing which the bid will be summarily rejected.

c) In case any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

d) Any exceptions / deviations to the tender and applicable statutory duties and levies must be spelt out by bidder in their 'Techno-Commercial' bid only.

e) The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

(A. C. Bhatta)
HEAD (CONTRACTS)

Annexure

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 -----
----- . 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.

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 :

Date .08.02.2010 .

Witness 2 :