



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

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TENDER NO. SDI6846P10

DATE: 5/02/2010

INVITATION TO E-BID UNDER COMPOSITE BID SYSTEM

Dear Sirs,

OIL invites Bids for the supply of 48000 BAGS of OP CEMENT through its E-Procurement site. The bidding documents and other terms and conditions are available at Booklet No.MM/LOCAL/E-01/2005. The prescribed Bid Forms for submission of bids are available in the tender document folder.

The general details of tender can be viewed at 'Basic data' under 'Header data' in Bid invitation screen. The details of items tendered can be found by clicking to 'Item data'.

The tender is invited with firm price for the specified quantity. Further details of tender are given below:-

1. Details of Items with Quantity and Unit of measure are as under:

<b>Ite m No.</b>	<b>Description</b>	<b>Tendered Qty.</b>	<b>Unit of Measure</b>
01	OP CEMENT	48000	BAGS

\* Tentative Delivery = As soon as possible.

2. To be eligible for participation in the above tender the applicant must meet the following qualifying criteria (documentary evidence to be provided).

- i). Successful execution of a single order of value not less than Rs 61.50 Lakhs for supply of similar items during last five years.
- ii). Annual turnover of the firm in any of the last three financial years or current financial year should be more than Rs 123.00 Lakhs.

3. Validity of the bid shall be minimum 120 days from the Bid Closing Date. Bids with lesser validity will be rejected.

4. Bid security of Rs. 307000.00 shall be submitted to Head-Materials, Oil India Limited, Duliajan on or before the bid closing date. If bid security in ORIGINAL of above mentioned amount is not received within bid closing date (before 13:00hrs), the bid submitted through electronic form will be rejected without any further consideration. For exemption for submission of Bid Security, please refer Clause No. 8.8 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The Bid Security shall be valid for six month from the date of bid opening.
5. 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. 9.12 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. **Bidder must confirm the same in their bid. Offers not complying with this clause will be rejected.**
6. To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
7. 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.
8. Application showing full address/ e-mail address with Tender Fee (Non-transferable) in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602 only. **Application for issue of USER\_ID and initial PASSWORD reaching the undersigned till one week prior to the Bid Closing date will be entertained.** No physical tender documents will be provided. On receipt of requisite tender fee USER\_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal ([https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/)). PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials.
9. Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and Bid Closing date to **Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam** so as to reach on or before the Bid Closing Date and Time mentioned in the Tender.

a) Original Bid Security.

**b) PSU's and SSI units registered with NSIC claiming exemption from submission of Bid security should submit all credentials.**

10. 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 bidders risk and may result in the rejection of its offer without seeking any clarifications.

11. In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.

12. 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.

**13) The Integrity Pact is applicable against this tender. Therefore, please refer clause 14 below.** The name of the OIL's Independent External Monitors at present are as under:

**(I) SHRI N. GOPALASWAMI,I.A.S ( Retd) ,**

**(II) SHRI RAMESH CHANDRA AGARWAL , IPS( Retd)**

14) OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure V 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. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. 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.

**15. The tender will be governed by:**

- a) "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/LOCAL/E-01/2005for E-procurement (LCB Tenders).
- b) Technical specifications and Qty. as per ANNEXURE I
- c) The prescribed Bid Forms for submission of bids are available in the tender document folder. Technical Checklist and Commercial Checklist vide Annexure IV must be filled-up and submitted along with the technical bid.

- d) Price should be maintained in the “online price schedule” only. The price quoted other than “online price schedule” will not be considered.

**NB: All the Bids must be Digitally Signed using “Class 3” digital certificate (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be liable for rejection.**

Yours Faithfully  
Sd-

MS. APARNA DOLEY  
SR MANAGER, MATERIALS (IS)  
For - HEAD MATERIALS  
For- RESIDENT CHIEF EXECUTIVE

ANNEXURE-I

TECHNICAL SPECIFICATIONS WITH QUANTITY

Sl No	Material Description & Material Code No.	Quantity	Unit
1.0	<p><b>OP CEMENT</b>- GI No. 84060052</p> <p>Cement, Ordinary Portland, conforming to IS:269-1967 packed in 50 kg. HDPE Bag.</p> <p><b>Note :</b></p> <p>1. Empty bags @ 3% of the total number of filled bags should be supplied free of cost as spare bags along with each lot of supply.</p> <p>2. Manufacturer's Test Certificates should be furnished along with the despatch document.</p>	48,000	BAGS

Annexure- V

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. **SDI6846P10**. 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.

TUHIN ROY  
Purchase Officer Materials

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For the Principal

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For the Bidder/Contractor

Place. Duliajan.

Witness 1 : .....

Date .10.02.2010 .

Witness 2 : .....