



**ऑयल इंडिया लिमिटेड**

(भारत सरकार का उपक्रम) पंजीकृत कार्यालय : दुलियाजान, असम

**Oil India Limited**

(A Government of India Enterprise) Registered Office : Duliajan, Assam

प्लॉट नं० 19, सेक्टर 16-ए, नोएडा-201301, उत्तर प्रदेश  
Plot No. 19, Sector 16-A, Noida-201301, Uttar Pradesh  
दूरभाष / Telephone : 0120 - 2488333 - 347 फैक्स / Fax : 0120 - 2488310

## **SECTION – I**

### **C O V E R I N G   N O T E**

#### **INVITATION TO ONLINE-BID FOR DESIGN AND ERECTION OF STALLS IN THE 12TH INTERNATIONAL OIL AND GAS EXHIBITION, PETROTECH 2016 AT NEW DELHI**

Design and Erection of Stalls in the 12<sup>th</sup> International Oil & Gas Conference and Exhibition, PETROTECH-2016 being organized at New Delhi from 4<sup>th</sup> to 7<sup>th</sup> December 2016 by Indian Oil Corporation Limited (IOCL), under the aegis of Ministry of Petroleum and Natural Gas, Government of India.

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations from you under **Single Stage Two Bid System** through its online portal for the above mentioned services.

1.0 The bid document for the above service comprises of the following Sections:

- SECTION– I: COVERING NOTE
- SECTION–II: INSTRUCTIONS TO BIDDERS
- SECTION–III: GENERAL TERMS AND CONDITIONS
- SECTION–IV: SCOPE OF WORK / TERMS OF REFERENCE
- SECTION– V: BID FORM AND PRICE SEHEDULE
- SECTION–VI: BID REJECTION / EVALUATION CRITERIA (BRC/BEC)
- SECTION–VII: FORM OF BID SECURITY (BANK GUARANTEE)
- SECTION–VIII: FORM OF PERFORMANCE BANK GUARANTEE
- SECTION–IX: SAMPLE FORM OF AGREEMENT
- PROFORMA - I: STATEMENT OF COMPLIANCE
- PROFORMA – II: INTEGRITY PACT
- APPENDIX-I: GUIDELINES FOR MICRO AND SMALL ENTERPRISES(MSEs)

You are requested to submit your most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below:

- |                 |  |
|-----------------|--|
| i) Tender No.   | : <b>CLI2629P17 Dated 03.10.2016.</b>  |
| ii) Type of Bid | : <b>Single Stage - Two Bid System</b> |

- iii) Bid Closing Date & Time : **As Mentioned in the On-line Tender**
- iv) Bid Opening Date & Time : **As Mentioned in the On-line Tender**
- v) Bid Opening Place : OIL INDIA LIMITED  
Plot No. 19, Sector-16A, NOIDA 201 301
- vi) Bid Security Amount : Rs.1.8 Lakhs
- vii) Amount of Performance Security :10 % of Total Contract value
- viii) Contract Completion Period :The successful agency will have to complete the installation jobs for both the stalls by 02<sup>nd</sup> of Dec 2016

2.0 This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID/ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER INCLUDING INTEGRITY PACT** are uploaded in the **Technical RFX Response** link only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under **“Notes and Attachments”**. A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section -VI.

**Display RFX Response:**

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw | View

RFX Response Number: 60006452    RFX Number: TEST2    Status: Submitted  
 RFX Owner: WIPRO\_TEST1    Total Value: 0.00 INR    RFX Response V: V

**RFX Information** | Items | **Notes and Attachments** | Conditions

Basic Data | Questions

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

**Partners and Delivery Information**

Details | Send E-Mail | Call | Clear

| Function                            | Number | Name | Valid fr |
|-------------------------------------|--------|------|----------|
| The table does not contain any data |        |      |          |

**On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:**

**Edit RFx Response:**

Submit | Read Only | Print Preview | Check | Technical RFx Response | Close | Save | Verify sign

RFx Response Number 60006452    RFx Number TEST2    Status Withdrawn    Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFx Owner WIPRO\_TEST1    Total Value 0.00 INR    RFx Response Version Number 2    RFx Version Number 5

RFx Information | Items | **Notes and Attachments** | Conditions | Summary

**Notes**

Add | Clear

| Assigned To | Category | Text Preview |
|-------------|----------|--------------|
|             |          |              |

**Attachments**

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

| Assigned To                         | Category | Description | File Name | Version | Processor | Checked |
|-------------------------------------|----------|-------------|-----------|---------|-----------|---------|
| The table does not contain any data |          |             |           |         |           |         |

**Annotations:**

- Bid on "EDIT" Mode
- Area for uploading Techno-Commercial Unpriced Bid\*
- Area for uploading Priced Bid\*\*

### Notes :

- \* The "Techno-Commercial Unpriced Bid" shall contain all techno-commercial details **except the prices**.
- \*\* The "Price bid" must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

3.0 Bidders are requested to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements, guidelines and procedure for OIL's e – tenders. A screen shot of the OIL's e-portal is given below for ready reference:

Oil India Ltd e-Procurement System - Windows Internet Explorer

https://etender.srm.oilindia.in/ijj/portal

File Edit View Favorites Tools Help

Oil India Ltd e-Procurement System

**Oil India Limited e-Procurement**

User ID \*

Password \*

Guest User Log on

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

**Important Note for New Portal Users:**

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

© 2012 Oil India Limited. All rights reserved.  
[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

**Annotation:** Refer to these links for Guidelines and procedures for e-bid submission

- 4.0 The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] 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.
- 5.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.
- 5.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 5.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.0 Interested bidders may contact the following person for any technical clarifications against the tender.

**Mr. Prasanta Das**  
**Deputy General Manager**  
**OIL House, Plot No. 19**  
**Sector 16A, NOIDA 201301**  
**Mobile No. +91 -9560655339**

- 7.0 For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc. vendors should contact OIL’s ERP MM Dept. at following: Tel Nos = 0374-2807171 , 0374-2807192. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in).
- 8.0 We now look forward to your valuable offer through OIL’s e-portal against the tender.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

(Mrs. Anurag Gohain)  
Manager Materials.  
For General Manager (C & P)  
For Chairman & Managing Director

**(END OF SECTION – I)**

## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS**

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **A. BIDDING DOCUMENTS**

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:

- a) A Covering Letter highlighting the following points:
  - i. Oil India Limited 's Tender No.
  - ii. Type of Bidding
  - iii. Cost of Bid Document
  - iv. Bid closing date and time.
  - v. Bid opening date, time and place.
  - vi. Bid submission and opening place.
  - vii. The amount of Bid Security.
  - viii. The amount of performance guarantee.
  - ix. Duration of Contract.
- b) COVERING NOTE (Section - I)
- c) INSTRUCTIONS TO BIDDERS (Section - II)
- d) GENERAL TERMS AND CONDITIONS (Section - III)
- e) SCOPE OF WORK / TERMS OF REFERENCE (Section -IV)
- f) BID FORM AND PRICE SCHEDULE (Section - V)
- g) BID REJECTION / EVALUATION CRITERIA (BRC/BEC) (Section -VI)
- h) FORM OF BID SECURITY (BANK GUARANTEE) (Section - VII)
- i) FORM OF PERFORMANCE BANK GUARANTEE (Section - VIII)
- j) SAMPLE FORM OF AGREEMENT (Section - IX)
- k) PROFORMA - I: STATEMENT OF COMPLIANCE
- l) PROFORMA – II: INTEGRITY PACT
- m) APPENDIX – I: GUIDELINES FOR MICRO AND SMALL ENTERPRISES(MSEs)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

#### **3.0 AMENDMENT OF BIDDING DOCUMENTS:**

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum/Corrigendum.

#### **B. PREPARATION OF BIDS**

- 4.0 **LANGUAGE OF BIDS:**

- 4.1 The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 The bid submitted by the Bidder must be under Single Stage Two Bid System and shall comprise of the following components:

**I. TECHNICAL BID**

- (i) Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-VI.
- (ii) A scanned copy of the Bid Security in accordance with para 9.0 below should be uploaded along with the Unpriced bid documents. ***[Original hard copy of Bid Security should reach the Office of General Manager (Contracts & Purchase), NOIDA before Bid closing date and time].***
- (iii) Statement of compliance as per **Proforma-I.**
- (iv) Integrity Pact as given in Proforma-II, duly signed by the same signatory who signs the bid.

**II. COMMERCIAL (PRICED) BID**

Bid Form & Schedule of rates as per Section-V

6.0 BID FORM:

- 6.1 The bidder shall complete the Bid Form and the Price Schedule furnished in the Bid Document vide Section - V.

7.0 BID PRICE:

- 7.1 Prices should be quoted through OIL's e-Portal. Schedule of Rates should be filled in and should be uploaded as attachment to the Bid.
- 7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties and taxes, corporate income taxes, Service tax and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 8.1 These are listed in Bid Rejection Criteria vide Section –VI.

9.0 **BID SECURITY:**

Bidder shall furnish as part of its bid, Bid Security for the amount as specified in the "Covering Note".

9.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 9.7 below.

9.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the Bid document and shall be in any one of the following forms:

a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank only will be acceptable.

Bank Guarantee issued by banks in India should be on non-judicial stamp paper/Frinking receipt of requisite value as per Indian Stamp Act, purchased in the name of the Banker or the bidder.

Bank Guarantee shall be valid for 150 days from scheduled Bid Closing Date.

Bank guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank guarantee will be liable for rejection.

Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.

b) A Cashier's Cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Noida.

c) Online direct deposit of Bid security amount in OIL's bank account through e-procurement portal in case of e-tender.

(**Note:** In case of online submission of Bid security by bidder, the amount will be refunded only after adjusting bank charges, if any. The bank charges will be to bidder's account. However, the Bid Security will be governed by the terms and conditions of the Bid document).

9.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 9.1 & 9.2, shall be rejected outright by the Company as non-responsive without any further reference.

9.4 Bid Security of unsuccessful bidders (Technically not qualified bidders) will be discharged and/or returned after opening of price bids of technically qualified bidders. For others, Bid security will be discharged after finalization of the tender.

9.5 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.

9.6 The Bid Security shall be forfeited:

- (a) If a Bidder withdraws their Bid during the period of bid validity (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
- (b) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:
  - i) Fails or refuses to accept LOA/contracts and /or
  - ii) Fails or refuses to furnish Performance Security.
- (c) If a bidder furnishes fraudulent document/ information in their bid and subsequent clarification against the tender/contracts.

9.7 The scan copy of the original Bid Security in the form of either bank guarantee or Cashier's cheque or Demand Draft shall be uploaded by the bidder along with the Technical Bid in the "Technical RFx Response" of OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of General Manager(Contract & Purchase), Oil India Limited, Corporate Office, Plot No. 19, Sector-16A, Noida on or before 11:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.

9.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period as per Company's policy.

9.9 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission on the amount of Bid Security.

9.10 The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.

9.11 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 as per company's policy from the date of detection of such fraudulent act, besides the legal action.

9.12 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.

9.13 In case a bidder does not accept the LOA/Contract issued within the validity of their offer, the Bid Security shall be forfeited and the party shall be debarred for a period as per company's policy.

9.14 The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone No.

9.15 EXEMPTION OF BID SECURITY:



Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid security. Bidders registered as MSEs which are themselves registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item/services for which tender has been invited and provided they submit offer for their own product/services. However, the valid registration certificate issued by the authorities as above and indicating the category of services and the monetary limit for which they are registered must be submitted by the bidder along with their bids (Technical) without which the bidders will not be entitled for the exemption.

#### 10.0 PERIOD OF VALIDITY OF BIDS:

- 10.1 Bids shall remain valid for 90 days from the date of bid opening prescribed by the Company.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.

#### 11.0 FORMAT AND SIGNING OF BID:

- 11.1 The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate[e-commerce application (Certificate with personal verification and Organization name)] 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.
- 11.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.
- 11.2.1 Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.
- 11.2.2 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 11.3 The bid should contain no interlineation, correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

#### C. SUBMISSION OF BIDS:

##### 12.0 SEALING AND MARKING OF BIDS:

- 12.1 This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to

bidders for participating in OIL's e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under **“Notes and Attachments”**. A screen shot in this regard is given below. However, we request bidders to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders. A screen shot in this regard is given in Para 5.0 of Section - I. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - VI.

12.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA – I**. This should be a part of the Technical-bid.

12.3 Timely submission of the bids is the responsibility of the Bidders. Bidders should submit their bid on-line before closing of the tender Date and Time.

12.4 Bids other than submitted through OIL's e – tender portal shall not be accepted.

13.0 DEADLINE FOR SUBMISSION OF BIDS :

13.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the “Invitation for Bid” in the System.** The system time displayed on e-procurement web page shall decide the submission dead line.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing. After submission but before bid closing date and time, for any modification, bids may be returned to the bidder for resubmission against written request of the bidder. The bidder should mention the Bid Number and User ID well in advance before closing time for withdrawal or resubmission of bid. It is the responsibility of the bidder to resubmit their bids after getting return back their offers within the bid closing date and time.

14.2 No bid can be modified subsequent to the deadline for submission of bids.

14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 BID OPENING AND EVALUATION

15.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid

opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

- 15.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 14.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 15.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, and such other details as the Company may consider appropriate.
- 15.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.2.
- 15.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 15.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 15.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 15.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material/service deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

16.0 OPENING OF PRICE-BIDS:

- 16.1 Company will open the Price-bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified bidders will be intimated about the price bid opening date and time in advance and they will be allowed to present at the time of price bid opening. It is bidder's choice if they want to be present or not at the time of price bid opening.
- 16.2 The Company will examine the Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 16.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

17.0 EVALUATION AND COMPARISON OF BIDS:

17.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Section-IX) of the tender document.

18.0 CONTACTING THE COMPANY:

18.1 Except as otherwise provided in para 14.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 16.5.

18.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

**D. AWARD OF CONTRACT**

19.0 AWARD CRITERIA:

19.1 The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

20.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

20.1 Company reserves the right to accept any bid and to reject any or all bids.

21.0 NOTIFICATION OF AWARD:

21.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

21.2 The notification of award will constitute the formation of the Contract.

22.0 SIGNING OF CONTRACT:

22.1 At the same time as the Company notifies the successful Bidder that his Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.

22.2 Within 7(seven) days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

23.0 PERFORMANCE SECURITY :

23.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Covering Note in the Performance Security Form (form of Bank Guarantee in the format) as provided in the Bidding Document or in any other form acceptable to the Company (Demand Draft) from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

23.2 The performance security specified above must be valid for 90 days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance

security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

- 23.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.
- 23.4 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 23.5 The Performance Security will not accrue any interest during its period of validity or extended validity .OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.
- 23.6 The Bank Guarantee issued by a bank amongst other shall contain the complete address of the bank including phone no., fax number, e-mail address and branch code.
- 23.7 If it is found that a Bidder has furnished fraudulent document/ information, the Performance Security shall be forfeited and the party will be debarred for a period as per company's policy from the date of detection of such fraudulent act besides legal action.

**24.0 RETENTION MONEY:**  
Not applicable against this tender

**25.0 PAYMENT TERMS:**

Payment against the contract shall be made as under, after deducting the applicable income tax as per the law.

- a) 100% payment will be paid after completion of all the obligations by the contractor against the contract after the event.
- b) Payment will be made within 30 days from the date of receipt of undisputed bills.

**26.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs) :**

Govt. of India under Micro, Small and Medium Enterprises development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1<sup>st</sup> April 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. Details are provided vide APPENDIX-I enclosed with the tender document.

**(END OF SECTION –II )**

## **SECTION –III**

### **GENERAL TERMS AND CONDITIONS**

#### **1.0 DEFINITIONS:**

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled 'Hiring of passenger vehicles of different segments along with driver on call basis as and when required for operation within the NCR region and its adjacent states' and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

#### **2.0 COMMENCEMENT DATE, MOBILISATION PERIOD/COMPLETION PERIOD AND DURATION OF THE CONTRACT:**

- 2.1 Commencement Date: The Contract shall become effective from the date Company notifies Contractor in writing about award of Contract on them.
- 2.2 Mobilization /Completion Period: The contractor has to complete mobilization of their equipment and personnel in such a way that the whole work completed in all aspects within 02.12.2016. In case of any changes of date of the event, same will be intimated to the Contractor in advance.
- 2.3 Duration of Contract: The duration of the contract shall be till end of December'2016

Or completion of works to the satisfaction of OIL, whichever is earlier. OIL reserves the right to extend the contract period, if required at the same terms and conditions.

**3.0 CONTRACTOR'S PERSONNEL:**

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

**4.0 GENERAL OBLIGATIONS OF CONTRACTOR:**

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the vehicles and control deployment program of vehicle or examine records kept at vehicle/site by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- 4.3 Except as otherwise provided in the Terms of Reference/Scope of Work and the special conditions of contract, Contractor shall provide experienced and physically fit drivers with valid driving license as required to perform the work.
- 4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

## 5.0 GENERAL OBLIGATIONS OF COMPANY:

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

## 6.0 LIQUIDATED DAMAGES:

- 6.1 The Contractor shall mobilize their personnel and equipment within the specified time for commencement / completion of services as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement/ completion of services within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the total evaluated value of the Contract per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement / completion as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.
- 6.2 The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence /complete services within the stipulated date.

## 7.0 PAYMENT TERMS

As per Para 25.0 of SECTION -II

## 8.0 PENALTY

In the event the contractor fails to perform the duties in the manner as desired and or does not comply with the contract provisions and terms and conditions, OIL shall have the right to deduct such amount as deemed appropriate as penalty subject to maximum of 7.5 % of the total evaluated value of the contract.

## 9.0 TAXES AND DUTIES

All taxes whether Corporate or Personnel or any other tax( excluding Service Tax which will be borne by Company) will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.

- 9.1 The Company will not bear any responsibility nor reimburse any amount in case of duties /taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of driver/sub-contractor or other contracts awarded to other parties.



- 9.2 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 9.3 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 9.4 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 9.5 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 9.6 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 9.7 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 9.8 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 9.9 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 9.10 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.
- 10.0 STATUTORY OBLIGATIONS AND SUBSEQUENTLY ENACTED LAWS:
- 10.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 10.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 10.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 10.4 Subsequent to the Bid Closing Date of the Tender, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction

in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

**11.0 WAIVERS AND AMENDMENTS:**

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

**12.0 CONFIDENTIALITY:**

12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.

12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

**13.0 NOTICES:**

13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below :

**COMPANY**  
OIL INDIA LIMITED  
PLOT NO. 19, SECTOR-16A,  
NOIDA – 201 301  
UTTAR PRADESH  
Fax No. 0120-2488327  
E-MAIL: corp\_c&p@oilindia.in

**CONTRACTOR**

12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**13.0 HEADINGS:**

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

**14.0 LIABILITY**

14.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and or his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

- 14.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 14.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 14.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 14.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 14.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 14.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 14.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

## **15.0 CONSEQUENTIAL DAMAGE**

15.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

## **16.0 TERMINATION OF THE CONTRACT:**

The Company (OIL) reserves the right to terminate the contract, any time with 30 days written notice without assigning any reasons whatsoever. The contractor will however be paid for the period of services rendered before termination.

## **17.0 WITH-HOLDING**

17.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :

- (a) For non-completion of jobs assigned as per Section-V.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) With-holding will also be effected on account of the following:
  - i) Garnishee order issued by a Court of Law in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .

17.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

- 17.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

#### **18.0 APPLICABLE LAW**

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

- 18.1 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract :

- a) The Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act., 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- f) The Employees Pension Scheme, 1995.
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- i) Act related to Uttar Pradesh/Delhi Taxes.
- j) Service Tax Act.
- k) Customs and Excise Acts and rules framed thereunder
- l) Motor Transport Workers Act 1961
- m) Motor Vehicle Act 1988

- 18.2 For any violation of law, rules, statutory obligations/regulations etc. Contractor will be solely responsible. Company will not be responsible for the same by any means.

#### **19.0 ASSIGNMENT AND SUB – LETTING:**

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part or share thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

#### **20.0 FORCE MAJEURE:**

Force Majeure means except or otherwise specified in the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under the Agreement, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The terms "Force Majeure" as employed herein shall include Acts of God, War, Revolt, Riots, Fire, Flood, illegal & unlawful Strikes,

Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's vehicle(s) is/are to travel. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 48(forty eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his/her/their claim. The Force Majeure (Exemption) clause of International Chamber of Commerce (ICC Publication No. 421) will be applicable under this Contract.

#### **21.0 INSURANCE**

Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its sub-contractor during the currency of the contract.

#### **22.0 SET OFF:**

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 the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

#### **23.0 ARBITRATION:**

- 23.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.
- 23.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Delhi/Noida.

#### **24.0 FURNISHING OF FRAUDULENT INFORMATION/DOCUMENT:**

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period as per Company's policy from the date of detection of such fraudulent act, besides legal action.

**(END OF SECTION - III)**

## **SECTION – IV**

### **SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS**

This section establishes the scope and schedule for the work to be performed by the contractor and describes references to the specification, instruction, standards and other documents including specification for other materials, tools or equipment which the contractor shall satisfy/adhere to in the performance of the work.

- 1.0 The 12<sup>th</sup> International Oil and Gas exhibition, Petrotech 2016 is scheduled from 04-07<sup>th</sup> Dec 2016 at Pragati maidan New Delhi, India organized by IOCL under the aegis of the Ministry of Petroleum and Natural Gas, Govt. of India. Oil India Limited as in the past will put up a stall in the International Oil and Gas exhibition. The Petrotech management committee has already allotted a space to OIL at Pragati maidan, New Delhi India with an area equaling 450 Sqm for the main exhibition stall and 100 sqm for the Make in India exhibition stall.
- 2.0 You were invited by us to a presentation at our Noida office on 28.09.2016 to explain the theme of both the exhibitions, focus area of OIL, exhibition essentials, creative aspects, time lines etc. The presentation was held as per schedule at our Noida office on 28.09.2016.
- 3.0 As presented to the agencies held on 28.09.2016 at our Noida office, we intend to engage an agency to set up the stalls at Pragati Maidan, New Delhi for the exhibition from 04-07<sup>th</sup> Dec 2016. The stall layouts shall be vibrant and must depict our theme **“Harnessing Hydrocarbons- Exploring Alternatives”** (*for the main exhibition stall*) and the Theme **“Make in India”** (*for the Make India Stall*) respectively with the following focus areas . However, bidders are expected and free to additional creative inputs including the punch lines depicting OIL’s theme.

#### **Main exhibition Stall**

- Successful listed company
- Navaratna status
- Integrated Oil & Gas player
- Legacy of OIL
- Exploration of conventional and non-conventional energy
- R&D , innovations
- Shale gas/gas hydrates/ CBM
- Renewable energy
- Large acreage
- Strong reserve base
- Strong financials
- Vertical integration
- Inorganic growth
- Global presence
- Awards and accolades
- Digital India
- Environment friendly

- Swacch Bharat
- CSR initiatives

### **Make In India Stall**

- Make in India initiative by GOI
- Make in India initiatives by OIL
- OIL supporting Make in India
- OIL in sync with Make in India

## **4.0 SCOPE OF WORK FOR THE MAIN EXHIBITION STALL**

Design, fabrication, installation and maintenance of the stall with creativity, theme, concept, design, exclusive features, give aways etc. complete in all respects as per the presentation to all the prospective bidders on 28.09.2016. The details are as below:

- I. Design, fabrication, Installation and maintenance of the exhibition stall covering floor area of **450 Sqm.** with structure sufficient to withstand both static and dynamic loads. Erection of paneled wall and flooring with necessary wood / steel structures and carpeted floor of suitable color.
- II. Exposed walls and ceiling to be finished with wallpaper/fabric/paint /POP (Plaster of Paris) but shall not be limited to the material mentioned. Any new generation material used shall have to be approved by OIL with prior intimation.
- III. Fascia for frontage built up stall.
- IV. One no. business lounge with sofa & center table having 6-8 seating capacity. Daily floral arrangement on the center table to be provided.
- V. Designing and installation of blowups of different sizes. Display of blowups (backlit or front lit) with spotlights. Panels will be designed & fabricated by the successful bidder. The design of the blowups shall be approved by OIL.
- VI. To highlight backdrop as per approved design with vibrant illumination.
- VII. Illuminated 3D Logos of OIL & OILs petrotech theme to suit the stall design and fixed at appropriate places.
- VIII. Book racks/ Magazine racks for display and holding brochures/leaflets.
- IX. Glass fishbowl for dropping of business cards.
- X. Visitors book on elegant stand.
- XI. Laptop - 02 Nos in good condition with internet facilities.
- XII. Hi-Resolution LED TV of size min 72 inch for display of running slides/movie to suit bidder's stall design.
- XIII. Suitable indoor PA system with sufficient numbers of speakers with cordless microphones (3 Nos.) to cover 450 Sq m area for announcement and entertainment.



- XIV. Energy efficient Spot lights (preferably LED) on panels and displays.
- XV. Carpet/vinyl of suitable color on floor.
- XVI. One (01) No. store room cum rest room with lock facility.
- XVII. Furniture with sitting arrangement in stall area suitably arranged as per the stall design. Furniture for stowage in store room to be provided.
- XVIII. Daily floral arrangement on tables. De-odorizers / perfumes to be sprayed daily in the whole exhibition area. Flower bouquets of at least 5 Nos should be provided daily for welcoming VVIPs and VIPs.
- XIX. Four (04) nos of hostesses (energetic, efficient with charming personalities) in appropriate dress code to be arranged by vendor. Food for the hostesses during the exhibition to be arranged by Vendor.
- XX. Arrangement for Tea/Coffee Machine with a tea boy in decent attire. Packaged drinking water facility to be provided (200ml bottles). Sufficient nos of disposable glasses for serving tea/coffee. Trash bin to be provided. **Swachh Bharat logo to be displayed on trash bin.**
- XXI. LED Wall of size 8 fit X 10ft to view OIL 3D Movie . Also to arrange 3D glasses for viewing OIL 3D Corporate Movie in LED Wall.
- XXII. Photographer to take still photos during the entire exhibition period.
- XXIII. Show stoppers, live shows, on the spot artist or artisans for attracting crowd to be provided. Live shows may include singers / dance troupe / musicians playing piano/violin / magician etc. Dress code of troupe will be approved by OIL. Troupe depicting culture of NE may be incorporated.
- XXIV. Laser show, videography. Giveaways of around 3000 nos. Three (03) categories of giveaways to be made for students, general public & corporate VIPs.
- XXV. Disposable jute bags of 3000 Nos. of suitable size to accommodate A4 size brochure and giveaways with OIL logo printed for giving away mementos/brochures/giveaways.
- XXVI. Decorative flower pots with natural flowers/plants for display in stall area to be provided.
- XXVII. Cleaners to be provided for cleaning stall area during the entire exhibition period.
- XXVIII. Fire extinguishers of suitable class to be provided in sufficient numbers.
- XXIX. Necessary electrical safety measures like installation of MCB, Earth Leakage Detection and Protection device shall be provided. All power handling cables should be BIS approved of Finolex /HPL or of any reputed make.
- XXX. General maintenance crew consisting of electrician, carpenter, technician for IT support etc., should be present at site during the exhibition period. Security personnel should be available for 24 Hours at the exhibition site.
- XXXI. Eco-friendly material/paints having low carbon foot print to be used in construction.
- XXXII. Bidder to visit the OILs allotted exhibition space prior to submission of the bid.
- XXXIII. Bidder to give a presentation on their technical bid which will encompass their entire scope of work.
- XXXIV. The bidder will have to remove all the materials/ debris from the exhibition site after the exhibition is over at their own cost. They will have to transport the materials which are reusable and considered worth retaining by OIL to any designated place within NCR after the exhibition is over.
- XXXV. The scope of work shall not be limited to the above. Any creative/ innovative ideas by the bidders will be encouraged.

## **5.0 SCOPE OF WORK FOR MAKE IN INDIA STALL**

- I. Construction of exhibition stall covering floor area of 100 Sqm. in Hanger area with flexible/modular structure of steel/aluminum sufficient to withstand static and dynamic loads.
- II. Erection of paneled wall and flooring with necessary wood / steel / aluminum structures.
- III. Roofing if required should be with steel/aluminum truss. Color of the roof should match the interior color scheme.
- IV. Raised flooring of suitable height and Carpeted flooring of suitable color to match the background walls.
- V. Designing and installation of blowups of different sizes. Display of blowups with spotlights/backlight. Panels will be designed & fabricated by the successful bidder. The design of the blowups depicting 'Make in India' shall be approved by OIL. Necessary lighting / illumination in the stall if required to be provided.
- VI. LED TV of suitable size for running slides/audio visuals showcasing 'Make in India' effort by OIL.
- VII. Display of company logo in 3D in a prominent place with background illumination.
- VIII. Display of 'Make in India' Mascot in 3D with background illumination
- IX. Conceptualizing, Designing an audio-visual presentation for 'Make in India' effort by OIL. Necessary material/contents will be supplied by OIL.
- X. Sitting arrangement for at least 4-6 persons with center table.
- XI. Flower arrangement for decoration.
- XII. Two (02) nos. of hostesses (energetic, efficient with charming personalities) in appropriate dress code to be arranged by vendor. Food for the hostesses during the exhibition to be arranged by Vendor.
- XIII. Four (04) page leaflet depicting 'Make in India' effort by OIL – 500 nos.
- XIV. Fire extinguishers to be provided of suitable class.
- XV. Electrical safety devices like Earth leakage detection and protection device & MCB to be used in electrical circuit.
- XVI. Energy efficient lighting (LED) to be used if required.
- XVII. Security personnel should be available for 24 Hours at the exhibition site.
- XVIII. Bidder to visit the OILs allotted exhibition space prior to submission of the bid.
- XIX. The bidder will have to remove all the materials/ debris from the exhibition site after the exhibition is over at their own cost. They will have to transport the materials which are reusable and considered worth retaining by OIL to any designated place within NCR after the exhibition is over.

- XX. Bidder to give a presentation on their technical bid which will encompass their entire scope of work.
- XXI. The scope of work is not limited to the above and any creative suggestions will be encouraged.
- 6.0 The bidder will have to complete the installation jobs for both the stalls by 02<sup>nd</sup> of Dec 2016. They will liaise with Petrotech authorities for identification of the area allotted to Oil India Limited as well as getting necessary permissions which are required for erecting the stall like electricity etc.
- 7.0 The bidders who submit their bid within the stipulated bid closing date and time will be invited for presenting their technical bid on 20.10.2016(Venue OIL's corporate office at Noida) with the following:
- a. Presentation on the concept for both the stalls
  - b. Technical bid with details of the layout plan, preferably with a 3D model of the stall/ 3D walk through movie showing highlights of the concept.
- 8.0 The technical bids presented by the bidder will be evaluated by a team of OIL personnel as per the details provided in Proforma-A(I) and A(I) below. The team would rate all the presentation as per evaluation sheet given in the proforma and the bids securing minimum qualifying score of 90% will be considered as the technically acceptable bids and price bids of these qualifying bidders only will be opened. Thereafter the contract will be awarded to the techno-commercially lowest bidder. The decision of the team of OIL representatives, to select the technically acceptable bid(s) on the basis of their evaluation, will be final and binding on the bidders.

**Proforma-A(I)**

**PETROTECH – 2016 : TECHNICAL EVALUATION SHEET**  
**FOR THE TENDER OF DESIGN/ERECTION OF 450 SQM. EXHIBITION STALL**

Evaluation of the bids will be made by OIL as per following format :

Name of Agency : M/s \_\_\_\_\_

Date & Time of Presentation : \_\_\_\_\_ at \_\_\_\_\_

| Sl. No. | Heading  | Max Marks | Vendor's Score | Remarks |
|---------|--|-----------|----------------|---------|
| 1       | Creativity & Theme depiction                               | 20        |                |         |
| 2.      | Concept, Design & layout                                   | 25        |                |         |
| 3.      | Exclusive Features   | 20        |                |         |
| 4.      | Ambience & facilities                                      | 20        |                |         |
| 5.      | Use of Environment Friendly and Energy Efficient materials | 15        |                |         |
|         | <b>TOTAL</b>   | 100       |                |         |

**Minimum Qualifying marks- 90% on total marks**

-----  
Signature of the Member

Name : \_\_\_\_\_

**PETROTECH – 2016 : TECHNICAL EVALUATION SHEET**  
**FOR THE TENDER OF DESIGN/ERECTION OF 100 SQM. EXHIBITION STALL**

Evaluation of the bids will be made by OIL as per following format :

Name of Agency : M/s \_\_\_\_\_

Date & Time of Presentation : \_\_\_\_\_ at \_\_\_\_\_

| Sl. No. | Heading  | Max Marks | Vendor's Score | Remarks |
|---------|--|-----------|----------------|---------|
| 1       | Creativity & Theme depiction                               | 20        |                |         |
| 2.      | Concept, Design & layout                                   | 25        |                |         |
| 3.      | Exclusive Features   | 20        |                |         |
| 4.      | Ambience & facilities                                      | 20        |                |         |
| 5.      | Use of Environment Friendly and Energy Efficient materials | 15        |                |         |
|         | <b>TOTAL</b>   | 100       |                |         |

**Minimum Qualifying marks- 90% on total marks**

-----  
Signature of the Member

Name : \_\_\_\_\_

**(END OF SECTION - IV)**

## SECTION – V

### SCHEDULE OF RATES

**Proforma-B(I)**

### **PRICE SCHEDULE FORMAT** **FOR THE TENDER OF DESIGN/ERECTION OF 450 SQM EXHIBITION STALL**

| Sl. No.  | Items  | Bidder’s detailed specifications with quantity |              | Unit Rate* (Rs.)<br><br>(B) | Total Rate (Rs.)  |
|--|--|--|--------------|-----------------------------|-------------------|
|  |  | Specifications                                 | Quantity (A) |                             | ( C ) = (A) x (B) |
| 1  | Structural Plan/ Construction                  |  |              |                             |                   |
| 2  | Audio / Visuals Presentations                  |  |              |                             |                   |
| 3  | Tran Slides/ Display Material                  |  |              |                             |                   |
| 4  | Electronic Media Arrangements                  |  |              |                             |                   |
| 5  | Interactive Media Arrangements                 |  |              |                             |                   |
| 6  | Promotional Ideas                              |  |              |                             |                   |
| 7  | Any Other Item                                 |  |              |                             |                   |
| 8  | Sum of Total Rate from Sl no. 1 to 7 above Rs. |  |              |                             |                   |
| 9  | Taxes & duties (as applicable) Rs.             |  |              |                             |                   |
| T O T A L ( Sum of Total Cost of 8 & 9, above) Rs. |  |  |              |                             |                   |

Grand Total in words: Rupees.....

- Bidder may quote prices including all applicable taxes and duties. In that case, they have to mention in row 9.0 above as **Included** but to mention the % of taxes included in their quoted price. While evaluating such inclusive prices, the grand total as mentioned above will be considered as inclusive of taxes and duties.
- \* **Unit Rate is not essential, can quote in lump sum against each item.**

-----  
Signature of the vendor with seal

**PRICE SCHEDULE FORMAT****FOR THE TENDER OF DESIGN/ERECTION OF 100 SQM EXHIBITION STALL**

| Sl. No.   | Items   | Bidder's detailed specifications with quantity |              | Unit Rate* (Rs.)<br>(B) | Total Rate (Rs.) |
|---|---|--|--------------|-------------------------|------------------|
|   |   | Specifications                                 | Quantity (A) |                         | (C) = (A) x (B)  |
| 1   | Structural Plan/ Construction                           |  |              |                         |                  |
| 2   | Audio / Visuals Presentations                           |  |              |                         |                  |
| 3   | Tran Slides/ Display Material                           |  |              |                         |                  |
| 4   | Electronic Media Arrangements                           |  |              |                         |                  |
| 5   | Interactive Media Arrangements                          |  |              |                         |                  |
| 6   | Promotional Ideas                                       |  |              |                         |                  |
| 7   | Any Other Item  |  |              |                         |                  |
| 8   | <b>Sum of Total Rate from Sl no. 1 to 7 above (Rs.)</b> |  |              |                         |                  |
| 9   | <b>Taxes &amp; duties ( as applicable) (Rs.)</b>        |  |              |                         |                  |
| <b>T O T A L ( Sum of Total Cost of 8 &amp; 9, above) Rs.</b> |   |  |              |                         |                  |

Grand Total in words: Rupees.....

- Bidder may quote prices including all applicable taxes and duties. In that case, they have to mention in row 9.0 above as **Included** but to mention the % of taxes included in their quoted price. While evaluating the such inclusive prices, the grand total as mentioned above will be considered as inclusive of taxes and duties.
- \* **Unit Rate is not essential, can quote in lump sum against each item.**

-----  
Signature of the vendor with seal

(END OF SECTION – V)

## **SECTION – VI**

### **BID REJECTION / EVALUATION CRITERIA (BRC/BEC)**

(A). **BID REJECTION CRITERIA:**

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case the services proposed to be offered do not conform to the required parameters stipulated of the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non- responsive and rejected.

- 1.0 The bids are to be submitted under **Single Stage TWO BID** system through e-Portal. The offer will be summarily rejected if the “Technical Bid” contains prices/rates.
- 2.0 **Bidders should quote their prices as per the Price Schedule given in Proforma-B(I) and Proforma-B(II) without quoting any optional items and same shall be submitted in the price bid only and not in technical bid. However, bidder should confirm in the technical bid that they are quoting prices for all the items in the price bid as per the price format, Proforma- B(I) and Proforma- B(II).**
- 3.0 Technical bid should not contain price. The offer containing price in the technical bid will be rejected.
- 4.0 Prices quoted by the successful bidder must remain firm during execution and completion work as per the tender.
- 5.0 Bid security of Rs.1,80,000.00 (Rupees one lakh eighty thousand) only shall be furnished as a part of Technical bid. Any bid not accompanied by a proper bid security will be rejected. Bid Security, if furnished in the form of Bank Guarantee, then the Bank Guarantee must be valid for a period of 150 days from the scheduled Bid Closing date. Otherwise, the bid shall be rejected.
- 6.0 Offers received in any form, other than through OIL’s e-portal will be rejected.
- 7.0 Any bid containing false statement will be rejected.
- 8.0 Conditional offers will also be rejected.
- 9.0 **Bids should be valid for 90 days. Bid with inadequate validity shall be rejected as non-responsive.**
- 10.0 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-
  - (a) Performance Security (10% of Contract value) clause.
  - (b) Force Majeure clause.
  - (c) Tax liabilities clause.
  - (d) Arbitration clause.
  - (e) Liquidated damage.



11.0 The company reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders.

**12.0 Integrity Pact duly signed by the authorised signatory of the bidder should be submitted alongwith the technical bid. Bidder must agree to sign Integrity Pact and upload the digitally signed Integrity Pact PROFORMA along with their Technical bid. In case they refuses to sign Integrity Pact PROFORMA, their bid shall be rejected. 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.**

**(B) BID EVALUATION CRITERIA (BEC)**

1.0 The bidders who submit their bid within the stipulated Bid closing date and time with proper bid security and Integrity Pact document as per tender will be invited for technical presentation on date, which will be intimated to them nearer the time, in Company's office at Noida on the following:

- a) Presentation on the concept for both the stalls
- b) Technical bid with details of the layout plan, preferably with a 3D model of the stall/ 3D walk through movie showing highlights of the concept.

The costs of the bidder personnel including to & fro fare, food etc for attending the above presentation will be borne by the bidders.

The technical bids presented by the bidders will be evaluated by a team of OIL personnel as per the details provided in Proforma-A(I) and A(I)enclosed. The team would rate all the presentation as per evaluation sheet given in the proforma and the bids securing minimum qualifying score of 90% will be considered as the technically acceptable bids and price bids of these qualifying bidders only will be opened. Thereafter the contract will be awarded to the techno-commercially lowest bidder. The decision of the team of OIL representatives, to select the technically acceptable bid(s) on the basis of their evaluation, will be final and binding on the bidders.

2.0 Evaluation of the offers will be done on the basis of Grand Total Prices i.e Proforma-B(I) for 450 SQM stall plus Proforma-B(II) for 100 SQM stall and only one contract will be awarded.

**Note:** *If any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) contradict the Clauses of the tender elsewhere, those in the BEC / BRC shall prevail.*

**END OF SECTION – VI**

## **SECTION – VII**

### **FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated (Date) \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of ( \_\_\_\_\_ ) \* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

THE CONDITIONS of this obligation are:

1) If a Bidder withdraws their Bid during the period of bid validity (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or

2) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:

- ii) Fails or refuses to accept LOA/contracts and /or
- ii) Fails or refuses to furnish Performance Security.

3) If a bidder furnishes fraudulent document/ information in their bid and subsequent clarification against the tender/contracts.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in force up-to and including the date (150 days from the scheduled Bid Closing date ) any demands in respect thereof should not reach the bank not later than the above date.

-----  
\* The bank should insert the amount of guarantee in words and figures

Date :

Signature of issuing authority of Bank with  
designation seal and seal of the bank.

**(END OF SECTION-VII)**

## SECTION – VIII

### FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To : (Name of Company \_\_\_\_\_)  
(Address of Company \_\_\_\_\_)

WHEREAS (Name and address of Contractor) \_\_\_\_\_  
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_  
dated \_\_\_\_\_ 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 by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) \* \_\_\_\_\_ (in words) \_\_\_\_\_ such sum 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 argument, any sum or sums within the limits of the 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 modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....) 90 days after Contract completion.

#### SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

---

\* An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

**NOTE : Bidders are NOT required to complete this form while submitting the Bid.**

**(END OF SECTION-VIII)**

## **SECTION – IX**

### **SAMPLE FORM OF AGREEMENT**

THIS AGGREEMENT is made on the ..... day of..... 2016, between (Name of Company)\_\_\_\_\_ of (Mailing address of Company) \_\_\_\_\_, hereinafter called "the Company", of the one part and (Name of Contractor) \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)\_\_\_\_\_ and has, by Letter of acceptance dated (Date of Letter of Acceptance)\_\_\_\_\_, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
  - a) This form of Agreement,
  - b) The Letter of Acceptance,
  - c) The said Bid and Appendix,
  - d) The Technical Specifications and
  - e) The Priced Bid and Quantities,
  - g) The Schedules of Supplementary Information,
  - h) The Special Conditions of Contract and
  - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name\_\_\_\_\_

On behalf of the Contractor  
in the presence of:

**(END OF SECTION - IX)**

**STATEMENT OF COMPLIANCE**  
**(Only exceptions/deviations to be rendered)**

| <b>SECTION<br/>(PAGE NO.)</b> | <b>CLAUSE NO.<br/>SUB-CLAUSE NO.</b> | <b>COMPLIANCE/<br/>NON COMPLIANCE</b> | <b>REMARKS</b> |
|-------------------------------|--------------------------------------|---------------------------------------|----------------|
|                               |                                      |                                       |                |

**(Authorised Signatory)**

**Name of the bidder**\_\_\_\_\_

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their technical bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**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 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.

### **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.

#### **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 form 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**

Witness 1: .....

Witness 2: .....

Place. NOIDA.  
Date .....

\*\*\*\*\*

Public Procurement Policy for Micro and Small Enterprises (MSEs)

Government of India, vide Gazette of India no.503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro & Small Enterprises (MSEs) by all Central Ministries/Departments/PSUs for promotion and development of Micro and Small Enterprises. In accordance with the provisions of the said policy, OIL has implemented following policy on procurement of goods and services:

- i) Issue of tender documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD / Bid Security.

i) Purchase Preference for Goods Purchase Tenders:

In case, participating Micro and Small Enterprises, quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared equally subject to matching the L1 price.

The government vide office memorandum no. 21(1)/2014-MA dated 12.02.2015 have intimated that in the situation of L-1+15% and subsequent matching of L-1 price, CPSUs may take more than 20% supplies from micro and small enterprises as per their previous procurement pattern on case to case basis for which the Ministry has no objection.

Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, atleast 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

In case tendered item is not split able or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE subject to matching of L1 price amongst the MSEs qualifying for 15% Purchase preference.

- ii) Purchase Preference for Service Contract Tenders: In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15%

purchase preference, the Contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

- iii) Documents Required to be submitted by MSEs: In case bidder is a Micro and Small Enterprise under the Micro, Small and Medium Enterprises Development Act 2006, the bidder shall submit the following:
- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.
  - b) If the MSE is owned by SC/ST entrepreneurs the bidder shall furnish appropriate documentary evidence in this regard.

However, If the bidders do not submit the valid registration certificate issued by the authorities as above and indicating the category of services & enterprises and the monetary limit for which they are registered, along with their bids (Technical), the bidders will not be entitled for the exemption and any preference admissible in the Public Procurement Policy (PPP), 2012.

- iv) If against an order placed by OIL, successful bidder(s) (other than Micro /Small Enterprise) is procuring materials / services from their sub-vendor who is Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate, Contact No., details of material and value of procurement made etc.) of the sub-contractor(s) shall be furnished by the successful bidder at the submission of invoice/ bill

\*\*\*\*\*