

TENDER NO. SEI4625L15 FOR 'SUPPLY OF 60 FEET SPAN (DS CONSTRUCTION) BAILEY BRIDGE AND ITS INSTALLATION & COMMISSIONING' HAS BEEN ISSUED TO THE FOLLOWING PARTIES:

- (i) M/s TITAGARH WAGONS LIMITED**
- (ii) M/s GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.**
- (iii) M/s BRIDGE AND ROOF COMPANY (I) LTD.**



OIL INDIA LIMITED
(A Government of India Enterprises)
KG Basin Project, D.No. 11-4-7, 3rd Floor
Nookalamma Temple Street, Ramaraopet
Kakinada-533004,
Andhra Pradesh (India)

TEL. NO: (91-884) 2302176

FAX NO: (91-884) 2302583

Email: kgbasin@oilindia.in

TENDER NO. SEI 4625 L15

DATE: 18.08.2014

SUB: INVITATION FOR E-BID

Dear Sirs,

OIL invites Bids for the supply of **60 feet span (DS Construction) Bailey bridge and its Installation & Commissioning** through **E-Procurement**. The details of the tender are as under:

1. Details of item with specification and Qty: Refer Annexure – IA
2. General terms and Conditions of the tender are as per attached document No. MM/LOCAL/E-01/2005.
3. The prescribed Bid Forms for submission of bids are available in the tender document folder. Technical Checklist and Commercial Checklist vide Annexure IV must be filled-up and submitted along with the technical bid.
4. Type of Bidding : **Single Bid (Composite) system**
5. Bid security : Not Applicable
6. Performance Security: Applicable @ 10 % of order Value
7. Bid Closing /Opening Date & Time : As mentioned in the e-Portal
8. **Despatch and Installation & Commissioning: Within 4 (four) weeks from the date of LOI**

Special Notes:

1.0 The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet NO. MM/LOCAL/E-01/2005 for E-procurement (LCB Tenders).

2.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with tender no. and due date to **The General Manager, KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nokalamma Temple Street, Ramaraopet, Kakinada-533004, Andhra Pradesh, India** on or before the Bid Opening Date and Time mentioned in the Tender:

- a) Voluminous document if any like Literature/ Catalogue of the products etc.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

3.0 **All the Bids must be digitally signed using "Class 3" digital certificate (e-commerce application) with organisation name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authorities of India (RCAI), Controller of Certifying Authorities (CCA) of India.**

4.0 **The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.**

4.1 **Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the** Technical RFx Response-> User - > Technical Bid only. The **"TECHNO-COMMERCIAL UNPRICED BID"** shall contain all techno-commercial details **except the prices. Please note that no price details should be uploaded in** Technical RFx Response.

4.2 The **"PRICE BID"** must contain the price schedule and the bidder's commercial terms and conditions.**The prices of the items should be quoted in "Conditions Tab". Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments".**

4.3 **A screen shot in this regard is given below:**

Display RFx Response:

Edit | Print Preview | **Technical RFx Response** | Close | Withdraw | Verify

RFx Response Number 60006452 RFx Number TEST2 Status Submitted
 RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Response Version 1

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

Service and Delivery Information

Incoterms

and Statistics

Created On

Created By

Last Processed On

Last Processed By

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid from
The table does not contain any data			

Go to this Tab “Technical RFx Response” for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.

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 signature

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
The table does not contain any data		

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						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid*

Area for uploading Priced Bid**

Note :

* 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.

5.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure-X of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e. who is duly authorised to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorised signatory who sign the Bid.

Yours Faithfully,
OIL INDIA LIMITED

(B. Brahma)
Purchase Office
For Head-Materials (KGB & BEP)
For General Manager (KGB&BEP)

ANNEXURE-IA**Tender No & Date: SEI4625L15 DATED: 18.08.2014****Tender Fee : Not Applicable****Bid Security Amount : Not Applicable****Bidding Type : SINGLE STAGE COMPOSITE BID SYSTEM****Bid Closing on : As mentioned in Basic data of E-tender****Bid Opening on : As mentioned in Basic data of E-tender**

Performance Guarantee: @ 10% of order value shall be applicable in the event of order. Bidder to confirm submission of Performance Guarantee while quoting.

Despatch and Installation & Commissioning: Within 4 (four) weeks from the date of Letter of Intent (LOI).

TECHNICAL SPECIFICATIONS WITH QUANTITY:

Sl.no. Mat. code	Material Description	Quantity	Unit
1.0 99054759	60 feet span (DS Construction) Bailey type Unit Bridge having Extra Wide Carriageway width 4.25m with Ramps, steel decking but without foot-walks suitable for IRC Class A loading.	1	SET

Notes:

- 1.0 Charges for Installation and Commissioning should be quoted separately, otherwise it will be construed that the same is included in the quoted price.
- 2.0 Please specifically mention all taxes, statutory levies, etc., otherwise the rates will be considered as all inclusive.
- 3.0 The rates quoted should be F.O.R. destination basis and no extra cost towards transportation, insurance etc. will be paid.
- 4.0 Bidders should confirm their agreement to supply and install & commission within 4 (four) weeks from the date of LOI failing which the offer will be rejected.**

5.0 Scope of Work:

- 5.1 Manufacture, supply of 1 no 60 feet span (DS Construction) Bailey type Unit Bridge having Extra wide carriageway width 4.25 M with Ramps, steel decking but without foot walks suitable for IRC Class A loading.

- 5.2 Transportation of the Bailey bridge component upto work site i.e. upto T-Savaram village on Anathvaram - Pallamkurru road under Katrenikona Mandal, East Godavari District, Andhra Pradesh.
- 5.3 Erection of the Bailey bridge over the 7/10 RCC slab bridge.
- 5.4 At the time of erection of the Bailey bridge launching nose components, launching tools and equipment will be required which is to be supplied by the Supplier.
- 6.0 **All the Bids must be Digitally Signed using “Class 3” digital certificate (*e-commerce application*) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be liable for rejection.**
- 7.0 **Price should be maintained in the “online price schedule” only. The price quoted in the “online price schedule” only will be considered.**
- 8.0 **BIDDERS ARE REQUIRED TO QUOTE WITH MINIMUM VALIDITY OF 120 DAYS AS PER NIT REQUIREMENT. BIDS WITH LESSER VALIDITY SHALL BE REJECTED.**
- 9.0 **Performance Guarantee @ 10% of order value shall be applicable in the event of order. Bidder to confirm submission of Performance Guarantee while quoting failing which offer shall be treated as rejected as per para 37.7 of BRC under General Terms and Conditions of document No. MM/LOCAL/E-01/2005.**
- 10.0 **OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure X** of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The Proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.**
- 11.0 **The Integrity Pact is applicable against this tender.** The name of the OIL’s Independent External Monitors at present are as under:
- (I) **SHRI N. GOPALASWAMI, I.A.S (Retd) ,**
- (II) **SHRI RAMESH CHANDRA AGARWAL , IPS(Retd)**

Their e-mail ids are available in OIL’s website www.oil-india.com

GUIDE LINE FOR FILLING UP PRICED BID IN OIL'S E-TENDER PORTAL
UNLESS OTHERWISE MENTIONED IN THE TENDER

1.0 FOR INDEGENOUS BIDDER :

1.0	Basic Mat / Serv Price	PUT THE BASIC PRICE OF THE MATERIAL.
2.0	Excise Duty %	PUT THE APPLICABLE % OF EXCISE DUTY. IN CASE OF DEEMED EXPORT, THE EXCISE DUTY SHALL BE CONSIDERED AS NIL. IT SHALL BE CONSIDERED AS EXTRA IF OTHERWISE NOT MENTIONED IN THE QUOTATION FOR COST EVALUATION.
3.0	Inland Freight (tax incl.)	PUT THE INLAND FREIGHT UP TO DESTINATION INCLUDING THE SERVICE TAX ETC. IT SHALL BE CONSIDERED AS EXTRA IF OTHERWISE NOT MENTIONED IN THE QUOTATION FOR COST EVALUATION.
4.0	Other Charges -Value	PUT IN CASE OF ANY OTHER CHARGE IN ADDITION TO THE ABOVE AND REASON OF OTHERCHARGE TO BE MENTIONED IN THE ATTRIBUTE OR IN YOUR TECHNO-COMMERCIAL BID. IN CASE OF HANDLING CHARGE FOR RAIL DESPATCH UP TO THE NEAREST RAIL HEAD TO BE MENTIONED HERE. IT SHALL BE CONSIDERED AS EXTRA AND SHALL BE ADDED WITH BASIC MATERIAL PRICE, IF OTHERWISE NOT MENTIONED IN THE QUOTATION FOR COST EVALUATION.
5.0	Pkg. Charges-Value	PUT PACKING AND FORWARDING CHARGE IF ANY IN ADDITION TO THE PRICE MENTIONED IN THE BASIC MATERIAL PRICE. THE VALUE IS MENTIONED IN THIS FIELD, SHALL BE ADDED WITH THE BASIC MATERIAL PRICE IF OTHERWISE NOT MENTIONED IN THE QUOTATION FOR COST EVALUATION.
6.0	Installation & Commissioning-Value	PUT INSTALLATION AND COMMISSIONING CHARGE WHENEVER APPLICABLE IN THE

		TENDER. IT SHALL BE CONSIDERED AS EXTRA IF OTHERWISE NOT MENTIONED IN THE QUOTATION FOR COST EVALUATION.
7.0	Import Content-Value	PUT THE VALUE IF APPLICABLE.
8.0	VAT /Sales Tax - %	PUT THE CURRENT % VAT /CENTRAL SALES TAX.
9.0	Training Charges-Val	PUT TRAINING CAHRGE WHENEVER APPLICABLE IN THE TENDER. IT SHALL BE CONSIDERED AS EXTRA IF OTHERWISE NOT MENTIONED IN THE QUOTATION FOR COST EVALUATION.
10.0	TPI Charges- Value	PUT THE THIRD PARTY INSPECTION CHARGE IF APPLICABLE AS PER TENDER. IT SHALL BE CONSIDERED AS EXTRA IF OTHERWISE NOT MENTIONED IN THE QUOTATION FOR COST EVALUATION.

Note:

1.0 This is a guide line for filling up online price format in the e-tender portal to avoid confusion to the bidders. However, Bid shall be evaluated strictly as per the BID EVUALUATION CRITERIA AND COMPARISON OF OFFERs.

OIL'S BOOKLET REF.

MM/LOCAL/E-01/2005

For

E-PROCUREMENT LCB TENDERS

INSTRUCTIONS TO BIDDERS

GENERAL TERMS AND CONDITIONS

1.0 ELIGIBILITY TO BID:

- 1.1 The bid should be from Original Equipment manufacturers.
- 1.2 However, the bids from sole selling agents / authorised distributors / authorised dealers / authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product. OIL INDIA LIMITED (OIL) reserves the right to reject offers without back up authority letter from manufacturer.

2.0 TRANSFERABILITY OF BID DOCUMENTS

- 2.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 2.2 Unsolicited offers will not be considered and will be straightway rejected.
- 2.3 Employees of Oil India Limited are prohibited from submitting and also from getting others to quote on their behalf.

3.0 TENDER FEE

- 3.1 For Limited tenders, no tender fee will be required.
- 3.2 In case of press tenders, prospective bidders can purchase tender documents from the offices of the of Oil India Limited (hereinafter referred to as 'OIL') mentioned in the notice inviting tenders (NIT) against an application along with requisite non-refundable tender fee. The bidders shall be able to create the bid online only after payment of tender fee. OIL will not take any responsibility for any delay/late in receipt of Tender Fee.

3.3 EXEMPTION OF TENDER FEE:

- 3.3.1 Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- 3.3.2 Public Sector Units (PSU) are also exempted from payment of tender fee.

- 3.3.3 Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.
- 3.3.4 Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for their own product for which they are registered. Their offer for other than their own product shall not be acceptable. Their offer as supply house also will not be acceptable and shall be rejected straightway.

3.4 CANCELLATION OF TENDER - REFUND OF TENDER FEE

In the event, a particular tender is cancelled the tender fee will not be refunded. In case the tender is cancelled and refloated, tender will be issued free of cost to the bidders who purchased against cancelled tender.

4.0 COST OF BIDDING:

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

General Terms and Conditions with following **Annexures** (contained in booklet No: **MM/LOCAL/E-01/2005**)

Annexure I	:	Bid Submission proforma
Annexure II	:	Price Schedule Proforma
Annexure III	:	Proforma of Exceptions/Deviations
Annexure IV	:	Check List
Annexure V	:	Proforma of Bidder's past supplies
Annexure VI	:	Proforma of Authorisation Letter for Attending Tender Opening
Annexure VII	:	Proforma of Bid Security
Annexure VIII	:	Proforma of Performance Security.
Annexure IX	:	Declaration Certificate

- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

5.0 AMENDMENT TO BIDDING DOCUMENTS

- 5.1 At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). All prospective bidders who have received the bidding documents will be notified of the amendments.

- 5.2 OIL may at its discretion if considered necessary, extend the deadline for the submission of bids.

6.0 CONTENTS OF OFFERS:

- 6.1.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place and must be digitally signed.

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Annexure I to IX. The above Annexures shall be duly filled in without any alteration to OIL's proforma. The above Annexures along with copy of Bid Bond as per Annexure VII and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the '**unpriced**' bid folder.

- 6.1.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

- 6.1.3 The Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at Annexure IV are complied with in their bid failing which the offer is liable to be rejected.
- 6.1.4 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 6.1.5 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 6.1.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.1.7 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions as laid down in this model bidding document booklet no. MM/LOCAL/E-01/2005 are acceptable to it in toto.
- 6.1.8 The bidders shall fill-in online the appropriate price schedule i.e. the net unit prices of the goods they propose to supply and other pricing details etc. as per the Pricing condition separately.

6.1.9. The bidders must quote the following prices/information:

- i) Firm unit Ex-Works price of the quoted items and Currency.
- ii) Firm Packing and forwarding component stating the place of despatch.
- iii) Firm Freight as required in the price schedule stating road/rail freight.
- iv) Any other Price component as applicable to the Tender.

6.1.10 (Deleted)

6.2 OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rate should be kept firm through delivery/despatch.

6.3 EXCISE DUTY:

6.3.1 Excise Duty, if any, should be quoted either as “extra” or as inclusive as the case may be. The Seller, if happens to be a Supply House, should not quote “Excise Duty” as extra.

6.3.2 SSI Unit availing slabs rate of turnover for duty structure should specify the maximum Excise Duty levies against the order at the time of delivery, if order is placed on them.

6.3.3 Bidders, who are manufacturers, should indicate the rate of Excise Duty, if any, separately for all quoted items.

6.3.4 Any benefit/concession/exemption involved should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the maximum amount of Excise duty applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the excise duty indicated in the Bid which will be binding on the Bidder.

6.3.5 Bidder should indicate the following in their offer:

- a) Address of the factory from where the goods will be despatched.
- b) Chapter, Heading and Sub-heading of the Excise tariff for the material offered.

6.4 SALES TAX:

6.4.1 In case of concessional CST @ 2 % (or any other rate as per the Act), necessary ‘C’ form shall be issued by OIL wherever applicable at the time of settlement of invoice.

6.4.2 Any other benefit/concession/exemption available at the time of delivery should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.

6.5 Taxes, Excise duty, if any, should be quoted separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO

BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

6.6 OTHER TAXES & LEVIES:

(i) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account.

(ii) Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller in connection with installation/commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

6.7 STATUTORY VARIATION:

Any statutory variation (increase/decrease) in the rate of excise duty/sales tax/Customs Duty or any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in excise duty/sales tax/Customs Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

6.8 THIRD PARTY INSPECTION (TPI) (When specifically called for in the tender):

6.8.1 Whenever inspection by OIL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the OIL's approved Third Party Inspection Agencies in their area. OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies.

6.8.2 All-inclusive charges for Third Party Inspection (TPI) must be filled in on-line in the bid.

6.8.3 Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third Party Inspection charges. When a bidder mentions Third Party Inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards Third Party Inspection charges received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, Third Party Inspection charges mentioned by OIL on the Purchase Order will be binding on the bidder.

6.9 SAMPLES (When specifically called for in the tender):

6.9.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating

- a) Bidder's name, address, contact Telephone No. & Email address
- b) Tender No. and Bid opening Date
- c) Product Name
- d) Item No. of the tender

- 6.9.2 Sample must be received on or before the Bid Closing Date failing which the offer will be rejected.
- 6.9.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.

6.10 TRAINING (When specifically called for in the tender):

- 6.10.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.
- 6.10.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.
- 6.10.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

6.11 INSTALLATION AND COMMISSIONING (When specifically called for in the tender):

- 6.11.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. OIL will provide local transport for commuting to the installation site. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.
- 6.11.2 Offers without any mention about installation/commissioning and Training charges will be loaded with maximum value towards installation/commissioning and Training charges received against the tender for comparison purposes.

6.12 DISCOUNT:

Prices should be quoted net of discount by the Bidders. However, discount of any type, if indicated separately, will be taken into account for evaluation. Conditional discount will not be considered for evaluation purpose.

6.13 CHANGE IN QUANTITY:

OIL reserves the right to increase / decrease the quantity. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates.

6.14 TECHNICAL LITERATURE:

Relevant technical literature must be submitted along with the offer whenever called for without which the offer would be liable to be rejected.

6.15 DELIVERY:

Offer should be for delivery at site as indicated, with firm delivery date. If delivery is not specifically indicated by the bidder, it will be construed that the delivery quoted is as per delivery indicated in our tender and will be binding on the bidder. The delivery will be counted from the date of receipt of the letter of intent/order by the successful bidder.

6.16 VALIDITY OF BIDS:

Offers must be valid for acceptance for the minimum period of 75 days, unless otherwise specified, counted from the Bid Closing Date as indicated in the tender. Offers without the minimum validity period will be liable for rejection. In the absence of any categorical mention regarding validity of the offer, it will be construed that the offer is valid as asked for in the tender and it will be incumbent on the bidders to accept order, if any, when placed within such validity.

6.16.1 WITHDRAWAL OF OFFER BY BIDDER:

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years.

6.17 VAGUE AND INDEFINITE EXPRESSIONS:

Any vague and indefinite expressions such as "Subject to prior sale", "Prices ruling at the time of despatch", "Subject to availability of materials" etc. will not be considered.

6.18 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:

If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

6.19 BACKING OUT BY BIDDER AFTER ISSUE OF Letter of Award (LOA):

In case the Bidder does not accept the LOA/Purchase Order issued within validity of their offer, the Bid Security (wherever applicable) shall be forfeited and the firm shall be debarred for 2(two) years.

7.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS:

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

8.0 BID SECURITY:

(NOTE: This clause is applicable only in case of tenders wherever specifically mentioned)

8.1 All the Bids must be accompanied by Bid security for the amount as mentioned in the NIT or an equivalent amount in freely convertible currency and shall be in the prescribed format (Annexure-VII) in one of the following forms:

i) A Bank Guarantee from any scheduled Indian Bank. The Bank Guarantee shall remain valid for 180 days more than the Bid validity and shall be enforceable at Kakinada/Duliajan/Delhi /Kolkata/Guwahati.

ii) Bank draft in favour of Oil India Limited and payable at Kakinada.

Note: In case of extension of bid closing date against any tender where a Bidder has already submitted his Bid with requisite Bid security within the original BC date, such Bidders will be asked to confirm extension of their Bid Security after opening of the Bids. Offers from such Bidders will be considered if they extend Bid security for the corresponding period of extension of BC date upon request from OIL.

8.2.1 The bidders will have to submit the Bank Guarantee from any of the scheduled Indian banks and on non - judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.

8.2.2 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank:

(a) Full Address

(b) Branch Code

(c) Code Nos. of the authorized signatory with full name and designation

(d) Phone Nos./Fax Nos./E-mail address

8.2.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.

8.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 8.1, 8.2.1, 8.2.2 will be rejected outright without any further reference.

8.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format (Annexure VIII) against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure that the validity of the Bid Security till such time the Performance Security in conformity with Clauses 9.0 below as the case may be, is furnished.

8.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

8.6 Bid Security will not accrue any interest during its period of validity or extended validity.

8.7 The Bid Security will be forfeited:

a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,

OR

b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

OR

c) If a bidder furnished fraudulent document/information in their bid.

8.8 EXEMPTION OF BID SECURITY:

8.8.1 Small Scale Industries (SSI) registered with NSIC / Directorate of Industries under Single Point Registration Scheme (and not their dealers/distributors) are exempted from submitting Bid Security for the items they are registered with NSIC / Directorate of Industries provided they submit their offer for their own product. Valid registration certificate with NSIC / Directorate of Industries indicating the category of item and the monetary limit for which they are registered must be enclosed along with the Bid without which the bidder will not be entitled for exemption.

8.8.2 Public Sector undertakings are exempted from submitting Bid Security.

9.0 PERFORMANCE SECURITY:

(NOTE: This clause is applicable only in case of tenders wherever specifically mentioned.)

9.1 The successful bidder shall furnish the Performance Security in the form enclosed (Annexure VIII) herewith within 30 days of the receipt of Letter of Intent / Order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in his bid to submit Performance Security as stated above.

9.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

9.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.

9.4 The Bank Guarantee will have to be given from the nationalised scheduled banks on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.

- 9.5 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank:
- (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- 9.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.
- 9.7 The Bank Guarantee shall be enforceable at Kakinada / Duliajan / Delhi / Kolkata / Guwahati or as specified in the purchase order.
- 9.8 The amount of Performance Security shall be 10% of order value (unless specified otherwise).
- 9.9 The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning or 18 months from the date of despatch whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of despatch. The validity requirement of Performance Security specified in the main order is assuming despatch within stipulated delivery period. In case of any delay in despatch, validity of the Performance Security is to be extended suitably as aforesaid.
- 9.10 The Performance Security will be discharged by Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchase.
- 9.11 Performance Security amount will not accrue any interest.
- 9.12 EXEMPTION OF PERFORMANCE SECURITY:**
- 9.12.1 Small Scale Units registered with NSIC / Directorate of Industries are exempted from submitting Performance Security if the order/contract value is less than the monetary limit for which the firm is registered. In absence of monetary/quantity limit in the NSIC / Directorate of Industries certificate, bidders should submit Capacity Assessment Certificate issued by concerned NSIC/District Industries Centres. Otherwise the unit will not be eligible to avail exemption for Performance Security.
- 9.12.2 The bidders will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller's cost.
- 10.0 DOCUMENTS COMPRISING THE BID:**
- 10.1 The bid prepared by the bidder shall comprise the following components, duly completed:

- a) Price schedule (Refer on-line Price Schedule as applicable)
- b) Documentary evidence in accordance with Clause 1.2 if the bidder is other than Original Equipment Manufacturer.
- c) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
- d) Bid Submission Proforma duly filled in (Refer Annexure I).
- e) Exceptions/Deviations Form duly filled in (Refer Annexure III).
- f) Check List duly filled in (Refer Annexure IV).
- g) Bidder's past supplies proforma duly filled in (Refer Annexure V).
- h) Authorisation letter for attending Tender Opening (Refer Annexure VI).
- i) Bid Security, wherever required.
- j) Confirmation about the Performance Security, wherever required.
- k) Back-up Authority Letter for warranty cover of manufacturer in case the bid is from sole selling agent/authorised distributor/authorised dealer/authorised supply house.

11.0 SUBMISSION AND OPENING OF BIDS:

11.1 The bid along with all annexures and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on....." The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of Purchaser's office, as indicated in Invitation for Bids:

- i) The original bid security.
- ii) Any other document required to be submitted in original as per tender requirement.
- iii) If Sample is called for in the Tender.
- iv) Printed catalogue and Literature if called for in the NIT.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bidders will not be permitted by System to make any changes in their bid after bid has been uploaded by bidder. Bidder may however request the administrator of particular tender through the system for returning their bids before the due date of submission for resubmission. But no such request would be entertained once due date for submission of bids has been reached.

- 12.2 No bid can be submitted after the submission dead line is reached. The system time displayed on e-procurement web page shall decide the submission dead line.

13.0 CLARIFICATIONS OF BIDS:

- 13.1 No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 13.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

14.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

15.0 LATE BIDS:

Timely submission of tenders is the responsibility of the bidder. Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

16.0 OPENING OF BIDS:

- 16.1 The bid will be opened at 15:00 Hrs. (IST) or on the date & time of opening indicated in "Invitation for Bid". Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure VI enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 16.2 In case of unscheduled holiday on the closing/opening day of bid, the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

17.0 COMPLIANCE WITH TENDER:

- 17.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, the Bidder must enclose Annexure – III (duly filled in) with their Bid.
- 17.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in the Bid document.

17.3 CHECK LIST:

THE CHECK LIST, AS PER ANNEXURE - IV ENCLOSED, MUST BE COMPLETED AND SUBMITTED ALONG WITH THE OFFER.

18.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

- 18.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL's action. OIL also reserves the right to split the order between two or more parties.

19.0 INSPECTION AND TEST:

- 19.1 All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates together with the declaration certificate (as per Format mentioned in Annexure IX)
- 19.2 OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third Party Inspection Agency (from OIL's approved agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.
- 19.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original together with the Declaration Certificate (as per Format mentioned in Annexure IX) to OIL alongwith the despatch/shipping documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

20.0 PACKING:

- 20.1 Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.
- 20.2 Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.
- 20.3 In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.

- 20.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.
- 20.5 All items must have their respective identification marks painted / embossed on them.
- 20.6 Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
- 20.7 The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 20.1 to 20.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.

20.8 WEIGHT AND SIZE LIMITATION OF PACKAGES:

Normal limiting dimensions and weights are as under:

Category	Length	Width	Height	Capacity
Truck	5.185 M	1.98 M	1.98 M	9 MT
Normal Trailer	10.98 M	2.44 M	2.44 M	18 MT
Semi Low Bed Trailer	10.98 M	3.05 M	3.05 M	20 MT
Low Bed Trailer	6.71 M	3.05 M	3.81 M	18 MT

This dimensional restriction must not be violated without prior approval from OIL. The finished packing should be in the form of a Box under the limited dimensions.

21.0 DESPATCH:

21.1 Road Despatch:

- 21.1.1 In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.
- 21.1.2 For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

21.2 Rail Despatch:

In case of Rail despatch, the Bidder will be fully responsible for arranging required railway wagons/rake. Tubular consignment will be despatched on open type wagons only. Height of the wagons should not exceed 4.6 metres.

21.3 ~~Successful suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below:~~

~~a) Monday to Friday:
Morning: 08.00 AM to 10.00 AM
Afternoon: 12.30 PM to 02.00 PM~~

~~b) Saturday:
Morning: 08.00 AM to 10.00 AM~~

22.0 INSURANCE:

22.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

23.0 PAYMENT TERMS:

23.1 **Payment terms where installation / commissioning and Training are not involved:**

Payment will generally be made against completed supply. Where phased delivery is indicated in the order, payment will be made against each lot as per phasing. In certain cases, payment to the extent of 90% maximum of the value of the supply will be made against proof of despatch presented through Bank or to OIL directly. Balance 10% of the value will be released not later than 30 days of receipt of goods at OIL's site. Adjustments, if any, towards liquidated damage shall be made from the balance 10% payment. OIL may consider releasing 100% payment against despatch documents for suppliers having good track record with OIL and where 10% Performance Security is submitted in time and no installation/commissioning is involved.

23.2 **Payment terms where installation /commissioning and Training are involved:**

Wherever installation / commissioning and Training are involved, 70% payment will be made against supply of materials and balance 30% after satisfactory commissioning at site along with the installation & commissioning charges after adjusting liquidated damages, if any. Payment towards training will be released after successful completion of training.

23.3 **Payment against Trial Orders:**

In the event of placement of trial orders, payment will be made only on acceptance of goods after successful field trial of the materials.

23.4 **Payment to third party:**

Request for payment/part payment to third party (i.e., other than the party on whom the order has been placed) will not be entertained by OIL

under any circumstances. The offers stipulating payment/part payment to such third party will be considered as nonresponsive and such offers will be rejected.

24.0 BANKING CHARGES:

All banking charges will be to the bidder's account.

25.0 ADVANCE PAYMENT:

25.1 Request for advance payment shall not be normally considered. Depending on merit and at the discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.

25.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period.

25.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.

25.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

26.0 CONFIDENTIAL INFORMATION:

26.1 The Bidder / Seller shall treat as confidential all designs, drawings, data or information written or verbal, supplied by OIL and shall use its best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of OIL where necessary for the purpose of performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Bidder's/Seller's possession.

27.0 PATENT AND OTHER RIGHTS:

27.1 The Bidder/Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.

27.2 In the event of any claim or demand being made or action brought against OIL in respect of any of the aforesaid matters, OIL shall notify the Bidder/Seller thereof as soon as possible and Bidder/Seller shall conduct with the assistance of OIL if necessary, but at his own expense,

all negotiation for the settlement of such matter and any legal proceeding, litigation/ arbitration involved or which may arise therefrom.

28.0 INDEMNITY AND INSURANCE:

- 28.1 The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.
- 28.2 The Bidder/Seller shall also defend and hold OIL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant hereunder.

29.0 ASSIGNMENT:

- 29.1 The Bidder/Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/Seller of any of his obligations which might have arisen before such permission was given.

30.0 WARRANTY / GUARANTEE:

- 30.1 Goods, materials or plant (s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period mentioned hereunder against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R. destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

NATURE OF ITEMS	PERIOD OF WARRANTY/GUARANTEE
For consumables like Cement, Chemicals, tubulars etc.	12 months from the date of despatch/shipment.
For Capital Items	18 months from the date of despatch/shipment or 12 months from the date of successful commissioning, whichever is earlier.
For other items	18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier.

31.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES:

- 31.1 Time will be of the essence of the contract.

- 31.2 In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.
- 31.3 As an alternative to Clause No. 31.2 above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions under Clause 31.2 to invoke the Performance Security without causing any notice to the Seller to this effect. The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.
- 31.4 The liquidated damage as agreed by both the parties as a genuine pre-estimated loss shall be payable on Landed Cost of the materials at Duliajan inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

32.0 FORCE MAJEURE:

- 32.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.
- 32.2 The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 32.1 and which renders performance of the contract by the said party completely impossible.

33.0 DEFAULT:

- 33.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, OIL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or

within such period as OIL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, OIL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event OIL shall have the right to terminate the Contract.

34.0 TERMINATION:

- 34.1 In the event of an Contract with the Bidder, OIL shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by them in performance of the Contract prior to such termination.

35.0 APPLICABLE LAW:

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

36.0 ARBITRATION:

- 36.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at Duliajan unless otherwise agreed by OIL.
- 36.2 In case of dispute with the Seller who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

37.0 BID REJECTION CRITERIA:

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

- 37.1 Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as non-responsive and rejected.
- 37.2 Offers with inadequate validity will be rejected.

- 37.3 Bids received after bid closing date and time shall be rejected. Also, modification of Bids received after Bid Closing date/time shall not be considered.
- 37.4 Offers received from unsolicited parties shall not be considered and rejected.
- 37.5 The authenticity of the digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.
- 37.6 Any offer containing incorrect statement will be rejected
- 37.7 Bids without original Bid Security as per Para 8.0 (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 9.0 (wherever called for) shall be rejected.
- 37.8 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.
- 37.10 Bids not submitted in compliance with Para 6.9 above regarding submission of samples (whenever applicable) will be rejected.
- 37.11** To ascertain the substantial responsiveness of the bid, clarification in respect of clauses covered under BRC can be asked from the bidder and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the bid will be summarily rejected.

38.0 BID EVALUATION CRITERIA:

- 38.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.
- 38.2 Each item shall be normally evaluated independently unless otherwise stated.
- 38.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 38.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 38.5 Preference to Public Sector Undertaking and Small Scale Industries etc. will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 38.6 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as

already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.

- 38.7 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.

39.0 PURCHASE PREFERENCE:

OIL reserves the right to allow to the Central Public Sector Enterprises, purchase preference facilities as admissible under the existing policy. However, the provisions are subject to change as per Govt. Guidelines and the provisions ruling at the time of bid (price bid in case of two bid/stage system) opening will be applicable. Bidders are requested to take a note of the latest guidelines of the Govt. in this regard on their own and quote accordingly.

40.0 COMPARISON OF OFFERS:

- 40.1 Comparison of the bids will be done on total F.O.R. destination cost basis to ascertain the lowest bid. Railway freight in case of bulky consignment (forming rake load) and road freight for others will be considered for arriving at the FOR destination cost.
- 40.2 In case of any conflict between the Rejection/Evaluation criteria stipulated in this Section with that given in the Invitation for Bid against specific Tender, those mentioned in the Invitation for Bid against specific Tender will prevail.

BID SUBMISSION PROFORMA

To,

The General Manager (KGB & BEP),
Oil India Limited,
D.No.11-4-7; 3rd Floor,
Nookalamma Temple Street,
Ramaraopet, Kakinada-533004,
Andhra Pradesh.

Tender No.: _____

Dear Sirs,

I / We have understood and compiled with the “Instructions to Bidders” at “Bid evaluation / Rejection Criteria” and the “General Terms and Conditions” for supply and have thoroughly examined and compiled with the specifications, drawings and / or pattern stipulated hereto and / are fully aware of the nature of the material required and my / our offer is to supply materials strictly in accordance with the requirements.

Yours faithfully,

(SIGNATURE OF BIDDER)

ADDRESS:

DATED:

TELEPHONE NO:

FAX NO:

EMIAL ADDRESS:

Note: This form should be returned along with offer duly signed.

Price Schedule Proforma

-Deleted- not relevant for E-tendering

(Prices are to be quoted as per online format)

ANNEXURE - III**PROFORMA FOR EXCEPTION / DEVIATION**

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

- (a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remark

Signature of the Bidder

Name:

Seal of the company

ANNEXURE - IV**CHECK LIST**

THE CHECK LIST MUST BE DULY FILLED UP COMPLETELY AND TO BE SUBMITTED ALONG WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE CROSS THE BOX WHICHEVER IS APPLICABLE.

TECHNICAL

1.0 Whether necessary literature/catalogue of the equipment as well as spare parts thereof has been attached with the offer?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.0 Whether the product quoted is IS / BIS approved and bears IS / BIS monogram? (If applicable)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
-----	--------------------------	----	--------------------------	----------------	--------------------------

3.0 Whether required sample asked in bidding document has been submitted along with the offer?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
-----	--------------------------	----	--------------------------	----------------	--------------------------

4.0 If the sample has been asked for and the bidder is exempted from submission of sample, then whether exemption letter has been enclosed with the offer?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
-----	--------------------------	----	--------------------------	----------------	--------------------------

5.0 Whether the materials being offered fully conform to the required technical specifications?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6.0 If not, whether you have separately highlighted the deviation?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

COMMERCIAL

1.1 Whether requisite tender fee has been paid?

<input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	<input type="checkbox"/>
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1.2 If so, furnish the following:

- (i) Value:
- (ii) Mode of payment: Cheque/Draft/Cash

2.1 Whether Original Bid Security has been forwarded (if called for)?

<input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	<input type="checkbox"/>
------------------------------	--------------------------	-----------------------------	--------------------------	---	--------------------------

2.2 If so furnish the following:-

- (i) Name of the Bank:
- (ii) Value:
- (iii) Number:
- (iv) Date of issue:
- (v) Period of validity of the Bank Draft/Bank Guarantee/Letter of Credit.

3.0 In case the Bidder is a supply house, whether authorisation from the manufacturer, authorising him to bid, has been enclosed with the offer?

<input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	<input type="checkbox"/>
------------------------------	--------------------------	-----------------------------	--------------------------	---	--------------------------

4.0 Have you offered firm price?

<input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/>
------------------------------	--------------------------	-----------------------------	--------------------------

5.0 Have you specified currency of the quoted price?

<input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/>
------------------------------	--------------------------	-----------------------------	--------------------------

6.0 Whether the period of validity of the offer is as required in bidding document?

<input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/>
------------------------------	--------------------------	-----------------------------	--------------------------

7.0 Have you indicate firm delivery?

<input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/>
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8.0 Whether Original Bid Security has been forwarded in original (if called for)?

<input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	<input type="checkbox"/>
------------------------------	--------------------------	-----------------------------	--------------------------	---	--------------------------

9.0 Whether confirmation regarding submission of performance Security has been furnished (if called for)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
-----	--------------------------	----	--------------------------	----------------	--------------------------

10.0 Whether confirmation regarding Guarantee/ warranty has been furnished?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

11.0 Whether Gross Weight / Volume of consignment has been furnished?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

12.0 Whether the cost of Third party Inspection charges included in the quoted prices? If not, whether these have been quoted separately. (If called for)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
-----	--------------------------	----	--------------------------	----------------	--------------------------

13.0 Whether the cost of Installation/ Erection / Commissioning at Site charges included in the quoted prices? If not, whether these have been quoted separately. (If called for)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
-----	--------------------------	----	--------------------------	----------------	--------------------------

14.0 Whether the cost of training of OIL personnel included in the prices? If not, whether these have been quoted separately. (If called for)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
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15.0 Has the statement incorporating the exceptions/deviations as per the proforma at Annexure – III, been prepared and enclosed with the offer?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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16.0 Has the bidder's past supplies proforma (Annexure – V) been carefully filled and enclosed with the offer?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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17.0 In case Antidumping Duty is applicable, whether confirmation to bear the antidumping duty by the Bidder has been made in the Bid.

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
-----	--------------------------	----	--------------------------	----------------	--------------------------

18.0 If the Bidder is seeking business with OIL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past alongwith their performance report?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

19.0 Whether required sample asked in bidding document has been submitted alongwith the offer?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
-----	--------------------------	----	--------------------------	----------------	--------------------------

20.0 Confirm that all documents required in unpriced techno-commercial bid without prices are placed in unpriced folder.

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

21.0 Confirm that bid and all documents are signed using valid digital signatures issued by acceptable Certifying Authority (CA) as per Indian IT Act 2000.

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

22.0 Whether firm Ex-works and FOR destination prices have been quoted by indigenous bidders

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

23.0 Whether a copy of latest income tax clearance certificate has been enclosed?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
-----	--------------------------	----	--------------------------	----------------	--------------------------

24.0 Whether details of your registration under Sale Tax/Central Sales Tax have been indicated in the offer?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Offer Ref.

Dated

OIL's Tender No.

Signed

For & on behalf of

Designation

ANNEXURE - V

PROFORMA OF BIDDER'S PAST SUPPLIES

SL.NO.	NAME & ADDRESS OF CLIENT	ORDER NO. & DATE	DESCRIPTION DETAILS	TOTAL QUANTITY SUPPLIED SUCCESSFULLY

NOTE: CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS
PROFORMA

Signature of the Bidder:

Name:

Seal of the Company:

ANNEXURE - VI

**PROFORMA FOR AUTHORISATION LETTER FOR ATTENDING TENDER
OPENING**

Ref. No.

Date:

To,

The General Manager (KGB & BEP),
Oil India Limited,
D.No.11-4-7; 3rd Floor,
Nookalamma Temple Street,
Ramaraopet, Kakinada-533004,
Andhra Pradesh.

Dear Sir,

Subject: Your Enquiry No.....
For

Mr. / Mrs. _____ has been authorised to be
present at the time of opening of above tender due on _____ at Kakinada
on my/our behalf.

Yours faithfully

Signature of Bidder

Name:

Designation:

For & on behalf of:

ANNEXURE - VII

BID SECURITY FORM

Ref. No. _____

Bank Guarantee No. _____

Dated: _____

TO,

OIL INDIA LIMITED
KAKINADA – 533004
ANDHRA PRADESH

Whereas (hereinafter called 'the Bidder') has submitted their Bid No..... dated against OIL INDIA LIMITED, KG BASIN PROJECT, KAKINADA, ANDHRA PRADESH, INDIA (hereinafter called the purchaser)'s tender No. for the supply of (hereinafter called 'the Bid') KNOW ALL MEN by these presents that we Of having our registered office at (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this day of

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder, or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to accept the order; or
 - b) fails or refuses to furnish the performance security.
3. If the Bidder furnished fraudulent document/information in their bid.

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

This guarantee will remain in force up to and including one hundred & eighty (180) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature & Seal of the Bank

ANNEXURE - VIII

PERFORMANCE SECURITY FORM

Ref. No. _____
No. _____

Bank Guarantee

Dated: _____

TO,

OIL INDIA LIMITED
KAKINADA – 533004
ANDHRA PRADESH

Whereas (name of the Seller)
hereinafter called 'the Seller' has undertaken, in pursuance of Order No.
..... dated to supply
(description of Goods and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the
seller shall furnish you a Bank guarantee by a recognized Bank for the sum
specified therein as security for compliance with the Seller's performance
obligation in accordance with the contract.

AND WHEREAS we have agreed to give the seller a Guarantee:

THEREFORE we hereby affirm that we are Guarantors on responsibility to you,
on behalf of the seller, up to a total of (amount of
the Guarantee in words and figures) and we undertake to pay you upon first
written demand declaring the Seller to be in default under the contract and
without cavil or argument and sum or sums within the limits of.
..... (Amount of Guarantee) as aforesaid, without your
needing to prove or to show grounds or reasons for your demand or the sum
specified therein.

The Guarantee is valid until the day of

Signature & Seal of the Bank

ANNEXURE - IX

**DECLARATION CERTIFICATE
BY
THE THIRD PARTY INSPECTOR**

TO WHOM IT MAY CONCERN

This is to certify that following material and quantity offered to us for inspection by M/s has been inspected by us as per the scope of inspection mentioned in OIL INDIA LIMITED'S Order No. Dated. and passed by us for despatch.

Materials:

Quantity Passed:

Certificate No. issued by us:

Date.

Seal
Inspector

Signature of Third Party

Name:
Designation:
For & on behalf of:

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. SEI4625L15. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the

Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
 1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual

obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

G.C. DEV CHOUDHURY
Head-Materials (KGB&BEP)

For the Principal

For the Bidder/Contractor

Place: Kakinada.

Witness 1 :

Date: 22.08.2014

Witness 2 :