

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**CONTRACTS DEPARTMENT**  
**P.O. DULIAJAN – 786602, ASSAM**

**E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experience Service Providers through its E-Procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following services under single stage 2- bid system

<b>1.0 IFB No.</b>	<b>CDI7468P16</b>
Service Requirement	Hiring services of 2 nos. Brand new 15 KVA (Acoustic) Gen sets.(One for running and other for standby)
Cost of Bid Document	<b>₹ 5000.00</b>
Bid Security(EMD)	<b>₹ 1,30,000.00</b>
Period of Sale of Bid Document/Issue of User ID & Password	<b>17.10.2015 TO 10.11.2015(15:30Hrs)</b>
Bid Closing / Opening Date & Time	<b>17.11.2015 (11:00 Hrs / 14:00 Hrs)</b>
<p>Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any schedule Bank in favour of OIL INDIA LIMITED and <b>payable at Duliajan</b>, along with the application(s) on applicants letter pad with a request for USER ID &amp; PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 within the period of sale (inclusive both the days i.e. start date &amp; end date). <i>Alternatively, applicants already having User ID &amp; Password for OIL's e-portal can pay the requisite Bid Document cost &amp; Bid security against the IFB through the online payment gateway.</i></p> <p>No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned above and will be allowed to participate in the bidding through OIL's E-Procurement portal</p> <p>PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.</p>	
<p>The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site <a href="http://www.oil-india.com">www.oil-india.com</a>. The link to OIL's E-Procurement portal has also been provided through OIL's web site <a href="http://www.oil-india.com">www.oil-india.com</a>.</p>	
<p>Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal <a href="https://etenders.srm.oilindia.in/irj/portal">https://etenders.srm.oilindia.in/irj/portal</a> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated</p>	

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN**

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE – 2 BID System** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

Hiring services of 2 nos. Brand new 15 KVA (Acoustic) Gen sets.(One for running and other for standby)

**IFB NO:** CDI7468P16

**Type of IFB:** Single Stage- 2 Bid System

**LOCATION:** Jorajan Magazine House of Geophysics Dept.

**CONTRACT PERIOD:** Four years (Extendable by another one year).

**MOBILISATION PERIOD:** 06(Six) Months from the date of issue of LOA

**BID CLOSING/ OPENING DATE & TIME:** 17.11.2015 (11:00HRS/14:00 HRS)

**Bid Submission Mode:** Bid should be submitted online in OIL's E-Procurement portal

**Bid Opening Place :** Office of the Head-Contracts  
Oil India Limited  
Duliajan – 786602, Assam

**Bid Validity :** 180 days from Bid opening Date

**BID SECURITY AMOUNT :** Rs.1,30,000.00(Rupees One Lakh Thirty Thousand) only.

**AMOUNT OF PERFORMANCE SECURITY:** 7.5% of total Contract Value

- a) Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No.\_\_\_\_\_dated\_\_\_\_\_ of\_\_\_\_\_

**Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before 12:45 Hrs (IST) on the bid closing date or it can be paid through the online payment Gateway against this Tender, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced Techno-commercial bid documents.**

b) Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security Deposit @ 7.5% of contract price and this will not earn any interest.**

**2.0 SEALED ENVELOPES containing the Bid Security, Printed catalogue and Literature, if called for in the tender shall be marked with the above IFB Number and description of work and submitted in the office of :**

HEAD-CONTRACTS  
CONTRACTS DEPARTMENT  
OIL INDIA LIMITED  
Duliajan – 786602  
Assam.

All bidders shall deposit the requisite **BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN or it can be paid through the online payment Gateway against this Tender.** This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6(a), 14, 15 & 16 below. **Bids without BID SECURITY in the manner specified above will be summarily rejected.**

Exemption from submission of bid security: "Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC /Directorate of Industries are exempted from submitting Bid Security. However the firms registered with NSIC /Directorate of Industries shall have to submit evidence that they have a current and valid registration for the service they intend to bid including the prescribed monetary limit." Documentary evidence to be submitted/uploaded along with the bid for exemption of bid security.

**3.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will**

**be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.**

**4.0 The rates shall be quoted as specified in the “PRICE BID FORMAT” and to be uploaded in attachment under Notes & Attachments tab.**

The bid and all uploaded documents must be digitally signed using **“Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

**Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “ Organization Name” field are acceptable.**

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 Conditional bids are liable to be rejected at the discretion of the Company.

8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been

purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.

8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

8.2 In case of HUF, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

8.3 In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

8.4 In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone (Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

10.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender /contract.

11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

**12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract.** The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.

**13.0 BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

**14.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

**15.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security/Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

**16.0 The tender will be governed by:****Covering Letter.****Instruction to Bidders****BRC-BEC**-Bid Rejection Criteria & Bid Evaluation Criteria.**Part - I** - General Conditions of Contract. (GCC)**Part - II** - Schedule of Work, Unit and Quantity (SOQ)**Part - III** - Special Conditions of Contract (SCC)**Part-IV**-Schedule of company's Plants, Materials and Equipments-**Part-V**-Safety Measures (SM)**Integrity Pact**-Applicable for this IFB**Proforma and Annexures****17.0 The Integrity Pact is applicable against this tender:**

**OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI Integrity Pact” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory(Digitally Signed). 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. 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.**

(Note: Following person has been appointed as Independent External Monitor: SHRI RAJIV MATHUR, IPS (Retd.), E-Mail ID: rajivmathur23@gmail.com)

**SPECIAL NOTE:****GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT :**

To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite

cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

**Please note that all tender forms (Bid documents, Integrity Pact, Proforma Annexures) and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,**

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. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

**19.0 The tender is invited under SINGLE STAGE 2- BID SYSTEM.** The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall to be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. **The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.**

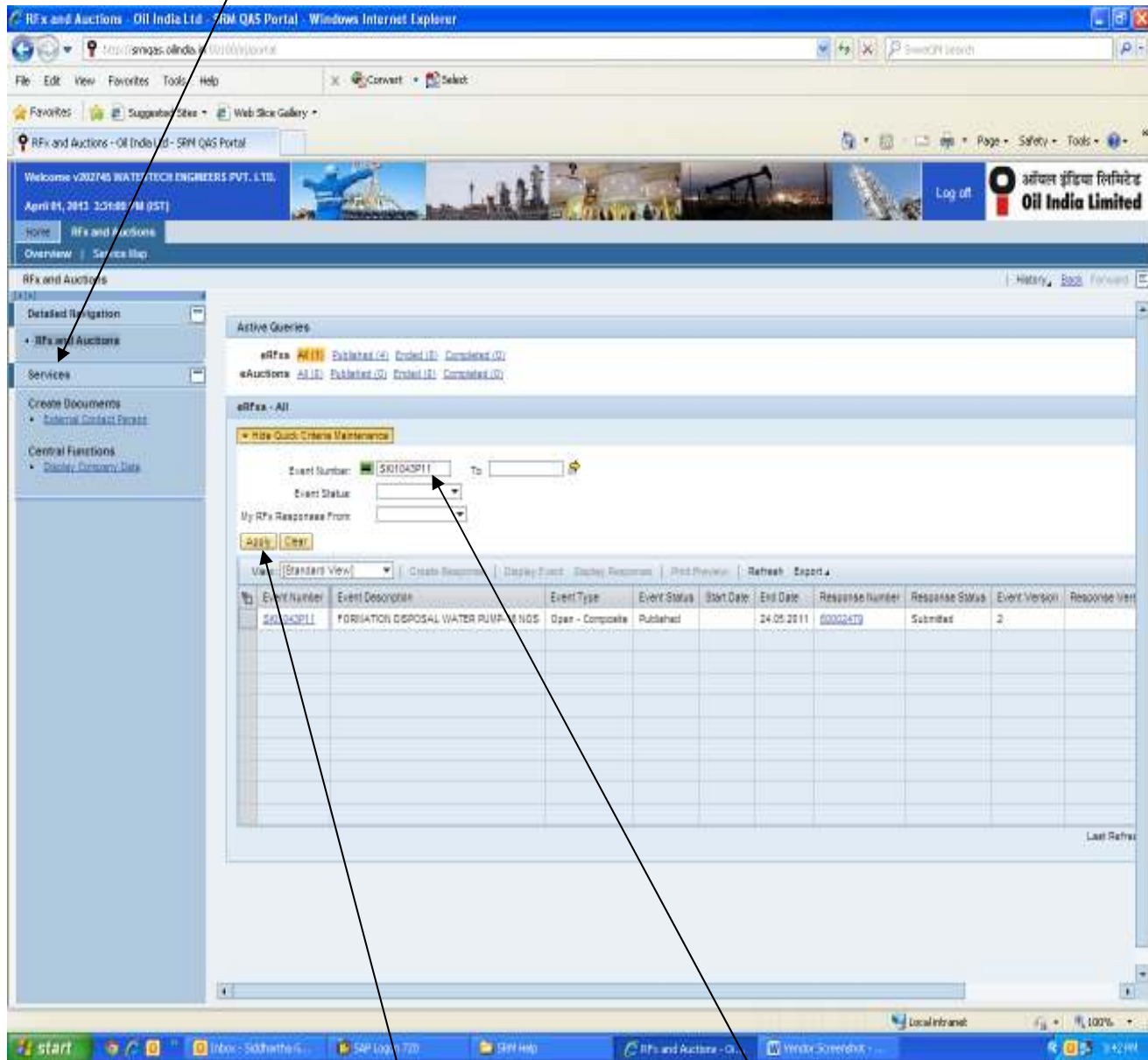
**Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.**



A few screen shots to find out the required IFB is shown below.

1.

Select RFX and Auction Tab



2.

3.

Please enter the IFB No. here & Click Apply Tab

After following the above mentioned steps, the details of the IFB under RFx information will be displayed as shown in the page below.

The screenshot displays the 'Display RFx' page in a web browser. The page title is 'RFx - Oil India Ltd - SRM QAS Portal'. The browser window shows 'Windows Internet Explorer'. The page has a top navigation bar with 'History', 'Back', and 'Forward' buttons. Below the navigation bar, there are buttons for 'Verify Signature of RFx', 'Print Preview', 'Close', 'Refresh', and 'Export'. The main content area is titled 'Display RFx' and contains the following information:

RFx Number: SDOT165P13 RFx Name: Oil RFx Uses Composed Bio 1BOT RFx Status: Published RFx Start Date: Submission Deadline: 12/04/2013 11:00:00 INDIA Remaining Time: 10 Days 18:25:18

RFx Owner: Oil India Ltd RFx Version Number: 2 RFx Version Type: Active Version

Below this information, there are tabs for 'RFx Information', 'Items', 'Notes and Attachments', 'RFx Parameters', 'Questions', 'Note and Attachments', and 'Conditions'. The 'RFx Information' tab is selected, showing the following details:

Time Zone: INDIA  
Start Date: 12/04/2013 00:00:00  
Submission Deadline: 12/04/2013 11:00:00  
Opening Date: 12/04/2013 14:00:00  
Currency: INR  
Price Bid Opening Date: 11/00:00  
Pre-Bid Conference Time: 00:00:00  
Pre-Bid Conference Date: 11/00:00  
Last Time of Tender Fee Payment: 11/00:00  
Last Date of Tender Fee Payment: 12/04/2013  
Last Time to receive RBC queries: 00:00:00  
Last Date to receive RBC queries: 12/04/2013

Valuation Type: NON-ELIGIBLE FOR TIL DUTY/DEEMED EXPORT  
Bank Guarantee: APPLICABLE @18% OF OSD VAL  
Integrity Pact: Not Applicable  
EVD Validity Period: 12/04/2013  
Tender Type: ICB (International Competitive Bidding)  
Tender Fee in USD: 1,000.00  
Tender Fee in INR: 85,000.00  
Price Bid Opening Time: 00:00:00

Contract Details: ICB  
Contract Details: ICB 1  
Earnest Money Deposit - USD: 12,500.00  
Earnest Money Deposit - INR: 8,888,000.00

Below the RFx Information, there is a section for 'Partners and Delivery Information' with a table showing the following data:

Function	Number	Name	Phone Number
Requester		Ext req transfer user SERVICE_R3	
Goods Recipient		Ext req transfer user SERVICE_R3	
Ship-To Address		Assam Services	2886414
Location		Assam Services	2886414

**NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.**

## **INSTRUCTIONS TO BIDDERS**

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

### **2.0 BIDDING DOCUMENTS**

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

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Bid closing date and time
  - (iii) Bid opening date, time and place
  - (iv) Bid submission place
  - (v) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
  - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipments-( **Part-IV**)
- g) Safety Measures (**Part-V-SM**)
- h) Integrity Pact
- i) Price Bid Format
- j) BRC/BEC
- k) (**Proforma & Annexures**).

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

### **3.0 TRANSFERABILITY OF BID DOCUMENTS :**

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 Unsolicited offers will not be considered and will be rejected straightway.

#### **4.0 AMENDMENT OF BIDDING DOCUMENTS:**

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

#### **5.0 PREPARATION OF BIDS**

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

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

#### **6.0 BID FORM:**

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal. Bid form to be uploaded with Technical Bid.

#### **7.0 BID PRICE:**

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

**7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.**

Click on this tab to upload Price Bid

Response

**Edit RFx Response:**

Submit | Read Only | Print Preview | Check | Technical RFx Response | Close | Save | Delete | Verify signature | Sign Response

RFx Response Number: 68885122 | RFx Number: 577 | Status: Saved | Submission Deadline: 06/03/2013 09:00:00 NDA | Opening Date: 06/03/2013 09:00:00 NDA | Remaining Time: 0 Days 03:19:18  
 RFx Owner: WSRM\_31007 | Total Value: 0.00 BIR | RFx Response Version Number: Active Version | RFx Version Number: 2

RFx Information | Item | Notes and Attachments | Conditions | Summary | Tracing

Basic Data | Questions

Question	Reply	Comment
exclusive Test:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
INDICATED IAC IS INCLUDED IN THE FOR PRICE:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
FROM OCEAN FREIGHT: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU MENTIONED THE TM CHARGE: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HANDLING CHARGE INCASE OF INDIAN BIDDER: 2000	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU SUBMITTED THE SAMPLE:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BIC (COMMERCIAL): <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes

Page: 9 of 9 | Words: 1 | English (India)

20/51  
05-03-2013

Next Screen on clicking Notes & attachment Tab and go to edit mode

Bidders can insert comments here

RFx and Auctions - OIL India Ltd e-Procurement System - Microsoft Internet Explorer

RFx and Auctions | History | Back | Forward

Display RFx Response:

RFx Response Number: 80006427 RFx Number: Status: Saved Submission Deadline: 28.03.2013 11:00:00 INDIA  
Opening Date: 07.03.2013 14:00:00 INDIA Remaining Time: 2 Days 01:41:02 RFx Owner: Total Value: 0.00 INR  
RFx Response Version Number: Active Version RFx Version Number: 6

RFx Information | Items | Notes and Attachments | Summary | Tracking

Notes

Assigned To: Category: Text Preview:

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Details | Owner Configuration Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE BIDDING FORMAT	1	1		1	32		03.03.2013

Collaboration Room

Created on

1

2

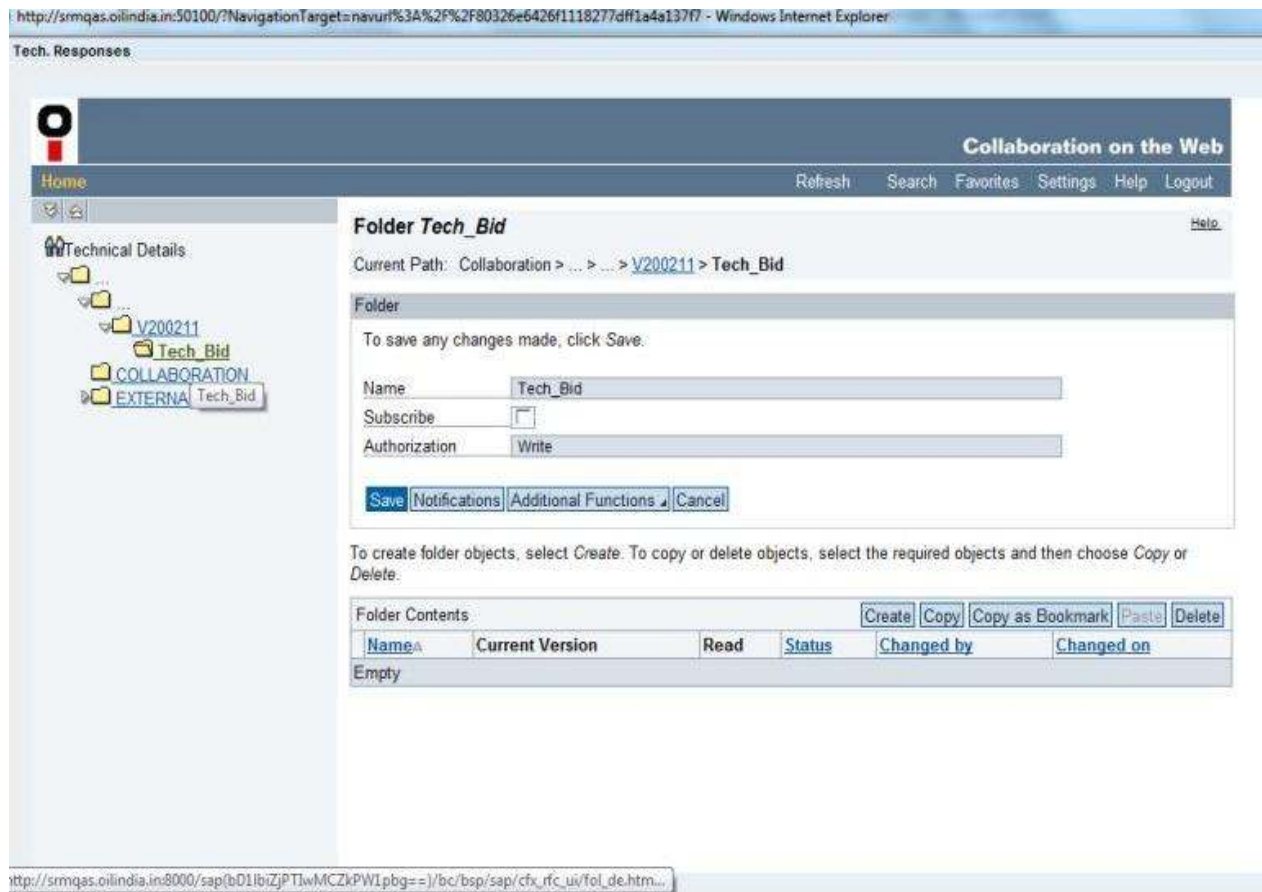
Price Bid Format to be attached here after digitally signing the attachment

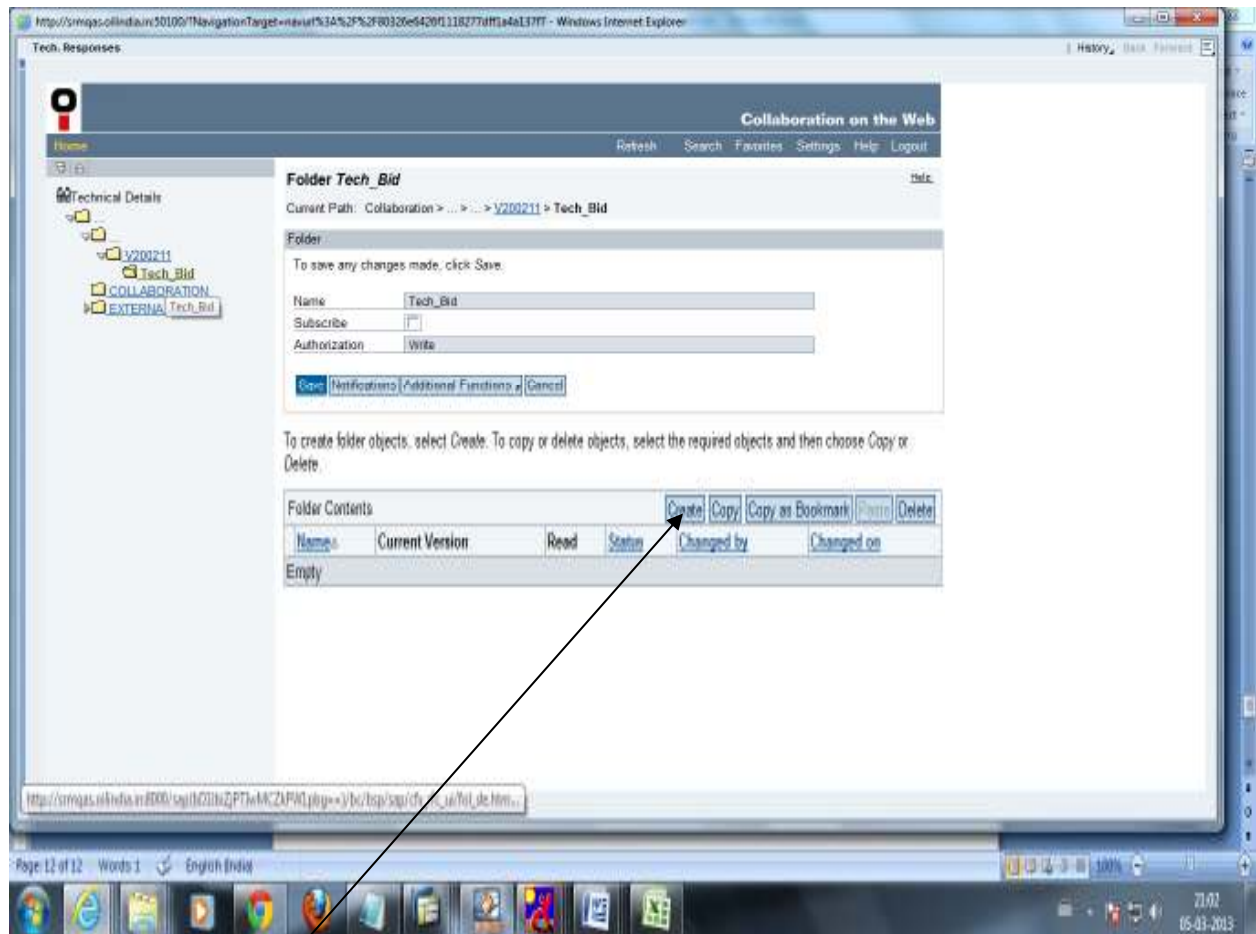


**Create Technical Rfx response ( creating Technical Rfx response is mandatory)**

To create Technical Rfx response click on [Technical Rfx Response](#) , at the top of the Response.(Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window( Screen shot Below)





Click on button Create to create and upload new document.

7.4 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

## **8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

8.1 These are as per BEC/BRC

## **9.0 PERIOD OF VALIDITY OF BIDS:**

9.1 Bids shall remain valid for 180 days from the date of bid opening.



9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**10.0 FORMAT AND SIGNING OF BID:**

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

**11.0 SUBMISSION OF BIDS.**

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [e commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employees.

11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company(OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company(OIL) may sustain on account thereof.

11.2 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

11.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

## **12.0 DEADLINE FOR SUBMISSION OF BIDS:**

12.1 Bids should be submitted on-line up to 11.00 AM (IST)(Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

## **13.0 LATE BIDS:**

13.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

## **14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by

the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

#### **15.0 EXTENSION OF BID SUBMISSION DATE:**

15.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

#### **16.0 BID OPENING AND EVALUATION:**

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Proforma-II) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. **In technical bid opening date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**

16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid(i.e. document is deficient or missing), or due to some statement at other place of the Bid(i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## **17.0 EVALUATION AND COMPARISON OF BIDS:**

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

17.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

17.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**18.0 CONTACTING THE COMPANY:**

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.

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

**19.0 AWARD CRITERIA:**

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

**20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**

20.1 OIL reserves the right to accept or reject any or all bids and to 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, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

**21.0 NOTIFICATION OF AWARD:**

21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

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

**22.0 SIGNING OF CONTRACT:**

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of

the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

### **23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

### **24.0 BID DOCUMENT:**

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

**25.0 Mobilization Period:** 06(Six) Months from the date of issue of LOA.

&&&&&&&&&& END OF ITB &&&&&&&&&&

**BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER:****A. BID REJECTION CRITERIA (BRC):**

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

i) Bidder must have relevant experience in carrying out “**Similar nature of job**” with PSUs / Central Govt. / State Govt. Organization / any other Public Limited Company in last 7(Seven) years from date of bid opening.

Should have successfully completed similar works of value-

1. Single contract of minimum value of Rs. 1, 03, 42, 024.00(Rupees One Crore Three Lakhs Forty Two Thousand Twenty Four) only

OR

2. Two contracts of minimum value of Rs 64,63,765.00(Rupees Sixty Four Lakhs Sixty Three Thousand Seven Hundred Sixty Five) only each.

OR

3. Three contracts of minimum value of Rs. 51, 71,012 (Rupees Fifty One Lakhs Seventy One Thousand Twelve) only each.

NOTE:-

“**Similar nature of job**” mentioned above means experience in carrying out operation and maintenance of diesel engine driven generating set of capacity not less than 15kVA.

ii) Average Annual financial turnover during the last 3(Three) years, ending **31st March 2015** should be at least Rs.38,78,259.00 (Rupees Thirty Eight Lakhs Seventy Eight Thousand Two Hundred Fifty Nine) only.

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

II) Bidder must undertake that in case of award of contract, man power will be deployed as per terms and conditions of the contract agreement and a detail list of man power along with documentary evidence in support of experience (at least one year), qualification (for supervisor minimum ITI pass out), supervisory license, wireman license as per statutory requirement will be submitted to OIL for scrutiny.

III) Bidder should have a local area office or a service set up in the vicinity of Duliajan and should have valid telephone connection.

IV) Bidder must have vehicles for transportation of men, materials etc.

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

a) A certificate issued by a practicing Chartered/ Cost Accountant's Firm, with membership no. and Firm Registration No. certifying the Annual Turnover and nature of business.

b) Audited Balance Sheet and Profit and Loss account for the last three years ending **31<sup>st</sup> March 2015**.

VI) For proof of requisite experience, any one of the following document/photocopy (Attested/Self attested) must be submitted along with the bid: -

a) In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' of jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

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

(i) Gross value of job done; and

(ii) Nature of job done; and

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

NON- SUBMISSION OF THE DOCUMENTS AS SPECIFIED IN BRC ABOVE WILL RESULT IN REJECTION OF BIDS.

#### **B. BID EVALUATION CRITERIA (BEC):**

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

1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) as per **PRICE BID FORMAT** of the tender.

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

3. Purchase preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:



In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL .

**Note:** Documents required to be submitted by MSEs: Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

**B. COMMERCIAL:**

1. Bids are invited under Single Stage Two bid system.
2. Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
3. Bid security (EMD) shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security (EMD) will be rejected, except those are exempted.
4. The system will not permit to submit any bids after the scheduled bid closing date and time.
5. Any bid received in the form of Telex /Cable /Fax /E-Mail /Courier will not be accepted.
6. Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid opening. Bids with inadequate validity will be rejected.
7. Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. The Bids in which the rates for any part of the work are not quoted

shall be rejected. However, if no charge is involved for any of the item, NIL should be mentioned against such part of work.

8. Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-

- a) Performance Bank Guarantee clause
- b) Force Majeure clause
- c) Tax liabilities clause
- d) Arbitration clause
- e) Applicable Law
- f) Liquidated Damage clause
- g) Integrity Pact

9. The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

10. Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected.

11. **INTEGRITY PACT:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI 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 Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. 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

### **C. GENERAL:**

1. Bidders should provide **self attested/attested copies** of Service Tax Registration Certificate, VAT registration Certificate, PAN Card, P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)

2. In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the company. The loading so done by the company will be final and binding on the bidders.

3. To ascertain the substantial responsiveness of the bid the company reserves the right to ask the bidder for clarification in respect of clauses

covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated days from the date of clarification sought by the company, failing which the bid will be rejected.

4. In case any of the clauses in the BRC contradict with other clauses of bid document elsewhere, than the clauses in the BRC shall prevail.

5. OIL will not be responsible for delay or non-receipt of applications for participating in the bid and will not entertain any correspondence in this regard.

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

7. The interested Bidders may consult Head (Field Engg) or his authorized Representatives to assess the nature and extent of the services and the conditions under which it would be carried out. The bidders may also seek such clarifications from these officers as are deemed necessary for their quotation.

8. The Company reserves the right to reject all or any of the tenders for any reason whatsoever and to award the contract to any other bidders. The company also reserve the right to reduce/increase the quantity as indicated in the tender.

9. The bids not conforming to complete scope of work will be rejected.

\*\*\*\*\*End of BRC-BEC\*\*\*\*\*

**OIL INDIA LIMITED**  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

**DESCRIPTION OF WORK/SERVICES:-**

HIRING SERVICES OF 2 NOS. BRAND NEW 15 KVA (ACOUSTIC) GEN SETS. (ONE FOR RUNNING AND OTHER FOR STANDBY)

**GENERAL CONDITIONS OF CONTRACT (GCC)**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company ) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti \_\_\_\_\_ carrying on business as partners /proprietor under the firm name and style of M/s. \_\_\_\_\_ with the main Office at \_\_\_\_\_ in the District of \_\_\_\_\_ aforesaid ( hereinafter called 'Contractor') on the other part.

**WITNESSETH:**

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at \_\_\_\_\_ .

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be **208 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the

company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

10. The tendered all-exclusive of Service Tax Price (the Contract price) is Rs. XXXXXXXXXX(Will be entered at the time of Signing of the agreement) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition ) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account.

However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

16. The Contractor shall deploy local persons in all works.

17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

**19.1 GENERAL OBLIGATIONS OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

**20. Special Conditions**

- a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

b) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

**21. ARBITRATION:**

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration: Duliajan

**22. FORCE MAJEURE:**

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.



23. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

25. SET OFF CLAUSE:-

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization/completion date subject to a maximum ceiling of 7.5% of contract value.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

-----

-----by the hand of

-----  
(Signature of Contractor or his legal  
Attorney)

-----  
(Full Name of Signatory)

-----  
its Partner/Legal Attorney

-----  
(Seal of Contractor's Firm)

-----  
(Signature of witness)

And in presence of

-----  
Date : \_\_\_\_\_

-----  
(Full Name of Signatory)

Address:

-----  
(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation

\_\_\_\_\_  
Date \_\_\_\_\_

**A. SCOPE OF WORK:**

1. Scope of work includes mobilization, supply, day-to-day operation & maintenance and De-mobilization of contract service for 2 Nos. BRAND NEW 15 KVA acoustic DG sets to be deployed at Jorajan Magazine House. The contract period shall initially be for a minimum period of Four years (Extendable by one more year) at the same rates, terms and conditions.
2. The detailed schedule of jobs is as per Para B of this PR.
3. The above jobs of day to day operation and maintenance should be operated by a competent person from the contractor's end.
4. The contractor shall carry out the jobs as per requirement of Head (Geophysics) or his representative at site.
5. While quoting, the contractor must take into consideration all statutory laws for minimum wages, taxes, duties, insurance, Provident Fund, bonus, compensation etc. as per State / Central Government laws applicable from time to time.
6. The personnel engaged for the job should be provided proper training pertaining to safety including first aid, electrical shock treatment and relevant IS / NEC codes. The responsibility of providing such training to the personnel shall lie on the contractor.
7. The onus of providing accommodation, medical facilities, transportation, food etc. to personnel shall lie on the contractor. One no. 2-seater bare-Room for operators shall be available at site, provided by OIL.
8. The contractor shall supply HSD, Lube Oil, consumables, maintenance spares for day to day operation of the Genset.
9. It shall be the responsibility of the contractor to ensure that the competent personnel engaged for the job shall be provided with protective equipment such as protective clothing, safety boots, safety helmet, hand gloves, ear caps etc. which they shall put on while on duty as per job assigned to them.
10. In the event of equipment damaged or becomes non-operational, the same should be readily replaced by the contractor.
11. There must be a code of conduct (good behavior, punctual etc.) for working personnel of the contractor.
12. The contractor must ensure that all related personnel shall be available on duty, at any point of time, as per the terms of the contract, while carrying out the jobs assigned to them. The contractor shall not engage minor laborer (below 18 years of age) under any circumstances.

13. In case, the contractor fails to deploy personnel for the jobs as per requirements stated in the contractual clauses and in the event of non-compliance of the contractor's personnel to carry out jobs as specified in the terms of the contract, "Liquidated Damages" has to be paid by the contractor at the rate of 1.5 times the normal rate charged for the said services.

14. It shall be mandatory for the contractor to maintain the following updated documents:

- a. Attendance registers of personnel
- b. Job Activities registers - to be maintained.
- c. Tools and Tackles register.
- d. First Aid Box.

15. The installation and commissioning of the DG Sets shall have to be supervised by a person having valid electrical supervisor certificate of competency. Installation & Commissioning shall be recorded in a proper register with the details of the competent person.

16. Any repair/ modification/ alternation in the DG sets have to be under explicit supervision of a person having valid electrical supervisors certificate of competency. These repair/ modification shall be recorded in a proper register.

#### **B. JOB REQUIREMENT:**

1. At the time of placement of the DG Sets invoice and other documents of procurement (in original) of the same should be submitted. The details of manufacturer's technical specification of the DG Sets should be submitted along with other papers.

2. The persons engaged for the job must be conversant with the safety aspects of carrying out the particular job assigned to them.

3. During duty hours persons engaged for the job shall not leave the worksite.

5. All the jobs assigned on day to day basis are to be carried out as per the instruction of Head (Geophysics) or his representative.

6. In case of breakdown of the DG Set, the contractor should replace the DG set immediately to continue the operation.

7. It shall be the responsibility of the contractor to ensure that the assigned jobs are carried out properly and on time and are properly recorded on daily

basis and feedback is given to the OIL's representative on completion of each job.

8. For carrying out day-to-day activities, the contractor shall have sufficient vehicles including pick-up vehicle with qualified drivers for movement of men and materials to the locations where DG sets would be deployed at any time.

#### **C. CONDITION OF WORKS:**

1. At the time of DG set operation and maintenance, contractor's authorized representative should be present at the site and should supervise the use of all safety appliances and safety procedures of operation and maintenance.

2. No. responsibility of contractor's materials and equipment will be borne by the Company.

3. All safety regulations will have to be followed by the contractor while executing the job and to supply safety appliances to the laborers engaged for the job.

4. The Company will not provide any accommodation, electricity and drinking water to the contractor's personnel. The contractor must have his own arrangements for accommodation, electricity and drinking water while working in the place of deployment of the DG set.

5. The contractor must ready to work on Sunday and Holidays whenever required.

6. The contractor should pay due consideration of Govt. labour wage rate while quoting rates.

7. The contractor must have capability to carry out the jobs under adverse conditions / situations, if any, arises during execution of the job.

8. VARIATION IN THE OFFERED RUNNING HOUR RATE OF DG SET WILL BE EFFECTIVE PROVIDED FUEL (DIESEL) PRICE CHANGES PLUS OR MINUS 5% (FIVE PERCENT) OVER THE PRICE OF DIESEL ON TENDERED PRICE. THE VARIATION WILL BE CALCULATED @Rs 4.00/HR (Rs FOUR PER HOUR) FOR THE VARIATION OF RUPEE 1.00 PER LITER OF FUEL PRICE. FOR THIS PURPOSE, THE PREVAILING RATE ON THE FIRST DAY OF THE MONTH SHALL ONLY BE CONSIDERED FOR PAYMENT FOR THE MONTHLY BILL.

#### **SERVICE REQUIREMENT:**

1.0 Description of services: - The bidder should provide the service of 2 nos. brand new 15 KVA Diesel Engine Driven acoustic Generating Sets, (1 No. for

running & the other for Standby) for 24 hours uninterrupted rated power supply at Jorajan Magazine House.

The output of the DG Sets at site conditions should be 415V AC 3Phase, 50Herz rated for prime duty. The acoustic DG Sets should comply with the CPCB II Norms or its latest variant for emission and noise level.

#### THE RESPONSIBILITY OF THE CONTRACTOR:

The Contractor will be solely held responsible for any incident or accident (like fire, electric shock leading to loss of life and property) in the premises where repair /maintenance/ jobs are taken up by the Contractor. In those circumstances, the Contractor will have to bear all the necessary compensations towards loss of life and property. Hence, special care should be taken by the contractor to carry out the jobs in a safe manner with best standard compliance of rules, regulations, and acts to avoid any accidents / incidents.

Contractor shall hold full responsibility for safety of his employed personnel while on duty. Company shall not be held responsible for any work accident to any of the Contractor's employed persons. The contractor should arrange for general accident insurance of his personnel.

#### PAYMENT TERMS AND CONDITIONS:-

##### 2.0 Fixed charges per month:-

The fixed charge includes capital cost, all applicable taxes, fees, insurance premium, AGST, emoluments of contractors personnel on the basis of minimum wages for skilled labours / operators including those of the relievers against off, leaves, rest etc., which the contractor will have to engage and provide for performing the works under this contract.

##### 3.0 Operating charge:-

Operating charge includes cost for operating the generating set on hourly basis. The rates mentioned above shall be fixed and firm for the entire tenure of the agreement period and shall be binding on both the parties .

1.0 The reimbursement / deduction for any increase / decrease of fuel price after awarding the contract will be guided as under:-

i) Variation in the offered operating rate will be effective provided fuel (Diesel) price changes plus or minus 5%(Five percent) over the price(Rs. ....) on the bid opening date. The variation will be calculated @ Rs. 4.0 /hour for variation of Rupee 1.00 per litre of fuel price. For this purpose, the prevailing rate on the first day of the month shall only be considered for payment for the monthly bill.

ii) Fuel consumption will be calculated on actual running hours of the generating set. Consumption will be taken as 4 liters per hour of actual running hours of the generating set.

iii) No lube oil escalation will be payable.

iv) The payment will be made monthly on a certificate signed by the Executive In-Charge stating the number of hours used/ worked by the generating set in each day of the month.

#### 4.0 Liquidated damages for

##### a) Default in timely mobilization:-

i) The bidder has to supply the Generating sets within the mobilization period of 6 months after signing of final contract agreement. In the event of default in timely mobilization, the bidder will be liable to pay liquidated damage at the rate of ½ % of the total contract value per week subject to maximum of 7.5%.

ii) If the contractors fail to mobilize within 30 days after the stipulated period, then the company reserves the right to cancel the contract without any compensation whatsoever and to forfeit the security deposit & the earnest money.

##### b) Default in power supply as per demand of the company:

Uninterrupted power supply is the essence of this contract. The generating sets must operate at rated capacity for 24 hours. In case contractors failed to supply the rated power at any time for any reason, liquidated damages & penalty will be charged to the contractor on pro rata basis for the shut down period as below:

i) Liquidated damage on pro rata basis of fixed charge up to first 4(four) hours shut down shall be fixed charge per day.

ii) Penalty charge up to 4(four) hours shut down shall be twice the amount of liquidated damages against b(i)

iii) Any continuous shut down of the Gen Sets beyond 4 hours and up to 24 hours will be considered as full day & the liquidated damage and penalty will be charged for one day. The same procedure will be repeated for calculating the liquidated damages and penalty for further continuous shut down.

v) The camp in-charge will certify the actual shut down period for necessary deduction from the contractor's monthly bill.

#### 5.0 Salient points of tender:-

OIL INDIA LIMITED invites application from interested bidders, as laid down in the requisition for supply of two nos. 15 KVA acoustic Generating set as below:

A.i) The specifications of the Engine, Alternator, Control Panel (should be as detailed above under Para 1.0 A, B, C .Together with- Generating set operators for round the clock

ii) The bidder should provide all consumables like diesel, lub. oil, spares etc. for efficient operation of generating sets.

iii) All safety measures are to be taken as per OIL MINES REGULATION and all personnel engaged for operating the generating sets should be provided with safety boots, helmet, gloves etc.

iv) Insurance for the equipment & the personnel engaged for operation of the generating set should be done by the contractor and necessary documents for the above must be furnished before operating the generating set at oil fields.

B) Declaration in the form of court affidavit as:-

- i) The applicant is not a company employee in service.
- ii) The applicant is not a dependent of company employee in service.
- iii) The applicant is not employed in any Govt. / quasi Govt./ public sector undertaking.
- iv) The applicant has not submitted any other application against this tender as an individual or partner.

6.0 Application will be rejected on the following grounds:-

- i) Non-compliance of any points specified in Para No. 5.0 (A) & (B),
- ii) Applications without proper postal communication address.
- iii) Applications with the communication address of the company's premises quarter / settlement area.

7.0 Criteria and procedure for security / selection of applications and award of contract:

- i) All necessary documents as indicated above should be furnished along with the application.
- ii) The contract will be awarded to the lowest bidder provided the offer is technical acceptable.
- iii) In case identical lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same lowest price

\*\*\*\*\*End of SCC\*\*\*\*\*



OIL INDIA LIMITED  
(A Govt. of India Enterprise)

Hiring services of 2 nos. Brand new 15 KVA (Acoustic) Gen sets. (One for running and other for standby)

Part-II Schedule of Work, Unit and Quantity (Please do not quote any rate here)

Line Item	Description of Services	Quantity	UOM
10	Fixed Charge(Fixed charge for hiring 2 nos. 15 KVA Generating Sets	48	MONTH
20	Operating charge(Operating Charge for hiring 15 KVA Gen Set)	35040	HOUR
	<b>GRAND TOTAL₹</b>		

<b>NOTE:</b>
1. Bidder to quote Unit Rate for a particular item as per above price bid format.
2. Bidders are requested to quote exclusive of Service Tax. Service Tax, if applicable shall be to the Company's Account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
3. Variation in the offered operating rate will be effective provided fuel (Diesel) price changes plus or minus 5% (Five percent) over the price (Rs. ....) on the bid opening date. The variation will be calculated @ Rs. 4.0 /hour for variation of Rupee 1.00 per litre of fuel price. For this purpose, the prevailing rate on the first day of the month shall only be considered for payment for the monthly bill.
4. To ascertain the inter-se-ranking, comparison of the responsive bids will be made on the GRAND TOTAL Value of the bid as per the Price Bid Format
5. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax.

&&&&END OF SOQ &&&&

OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN

Schedule of company's Plants, Materials and Equipments: SCPME: PART-IV

NOT APPLICABLE

**TO,  
HEAD-CONTRACT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of work/service:**

Hiring services of 2 nos. Brand new 15 KVA (Acoustic) Gen sets.(One for running and other for standby)

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date \_\_\_\_\_

M/s \_\_\_\_\_

FOR & ON BEHALF OF BIDDER

## **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

Hiring services of 2 nos. Brand new 15 KVA (Acoustic) Gen sets.(One for running and other for standby)

### **(IFB No. CDI7468P16)**

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**

(A) 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.

(B) 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 suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder/Contractor**

- (A) 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.
- (B) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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

#### **Section 4 - Compensation for Damages**

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

#### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from

the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand 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.





**PROFORMA - I**  
**BID FORM**

To  
THE HEAD (CONTRACTS)  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. DULIAJAN  
DIST. DIBRUGARH  
ASSAM # 786 602

Sub: IFB No. : CDI7468P16

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_ (Price not to be indicated) \_\_\_\_ stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_) days calculated from the date of issue of Company's LOA.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Signature and seal of the Bidder: \_\_\_\_\_

(In the capacity of) : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

\*\*\*\*\*

**PROFORMA – II**

LETTER OF AUTHORITY

To,  
THE HEAD (CONTRACTS)  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. DULIAJAN  
DIST. DIBRUGARH  
ASSAM # 786 602

Sir,

Sub : IFB No. CDI7468P16

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.: \_\_\_\_\_ for Hiring services of 2 nos. Brand new 15 KVA (Acoustic) Gen sets.(One for running and other for standby)

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Signature: \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation: \_\_\_\_\_  
For & on behalf of : \_\_\_\_\_

Note: This letter of authority shall be printed on letter head of the Bidder and shall be signed by a competent person to bind the Bidder.

.....

**PROFORMA - III****STATEMENT OF NON-COMPLIANCE****(Only exceptions/deviations to be rendered)**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Authorised Person's Signature:** \_\_\_\_\_**Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Seal of the Bidder:**

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

\*\*\*\*\*

**ANNEXURE- I**

[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD  
FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address:

Fax Number :

Bank Account Number (in which the Bidder wants remittance against  
invoices):

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

Service Tax Registration Number:

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Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall  
be signed by a competent person.

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ANNEXURE- II

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT) or Any other  
format acceptable to Oil India Ltd.**

To:  
M/s. OIL INDIA LIMITED,  
For Head(Contracts),  
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. **CDI7468P16** KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*\_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2014.

THE CONDITIONS of these obligations 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 acceptance of their Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

This guarantee will remain in force up to and including the date (\*\*--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed \_\_\_\_\_
- (ii) This Bank Guarantee shall be valid only up to \_\_/\_\_/\_\_
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before \_\_/\_\_/\_\_

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

IFSC Code of the Bank \_\_\_\_\_

E-mail ID: \_\_\_\_\_

Contact No: \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid i.e minimum 210 days validity.

**Note for the bidders:**

**Bid Security:** If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

**Performance Security:** If Bank Guarantee is submitted towards 'Performance Bank Guarantee', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

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