



**ऑयल इंडिया लिमिटेड**  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्लियाज, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Duliagan, Assam

**KG Basin Project**  
#Door No.11-4-7,  
Nookalamma Temple Street,  
Ramaraopet,  
KAKINADA-533004, A.P.  
Phone (O) 0884-2302176  
FAX: 91-884-2352383  
Email: kgbasin@oilindia.in

**FORWARDING LETTER**  
**(LOCAL COMPETITIVE BIDDING)**

To,

M/s. ....

.....

.....

Dear Sir/Madam,

**Sub: TENDER No. CEI9205P19 for Hiring of Pipe Yard for storage of Tubulars**

1.0 OIL INDIA LIMITED (OIL), Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliagan, Assam. OIL INDIA LIMITED (OIL), KG Basin Project is presently operating in the on-land exploration Area/Block, KG-ONN 2004/1.

2.0 In connection with its operations, OIL invites Local Competitive Bids from experienced Contractors through OIL's e-procurement site for providing above services under **SINGLE STAGE COMPOSITE BID System** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>. Interested parties willing to lease requisite storage yard with facilities are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal.

For your ready reference, few salient points (covered in details in this Bid Document) are highlighted below:

(i)	Tender No.	<b><span style="color: red;">CEI9205P19</span></b>
(ii)	Type of Tender	<b>Single Stage Composite Bid</b>
(iii)	Tender Fee	<b>INR 1,000.00</b> (Tender fee should be paid only through the payment gateway available on OIL's e-Tender Portal. No other mode of payment shall be accepted)
(iv)	Sale of Tender Documents	<b><u>Within working hours from <span style="color: red;">19.09.2018</span> to <span style="color: red;">16.10.2018</span></u></b>

(v)	Bid Closing Date & Time	As per Online Tender
(vi)	Bid Opening Date & Time	As per Online Tender
(vii)	Bid Opening Place	Office of <b>Chief General Manager (KGB&amp;BEP)</b> , OIL INDIA LIMITED D.NO.11-4-7; 3RD FLOOR NOKALAMMA TEMPLE STREET RAMARAOPET, KAKINADA-533004, ANDHRA PRADESH
(viii)	Bid Validity	<b>90 (ninety)</b> days from bid closing date
(ix)	Bid Security Amount	<b>INR 1,27,000.00</b>
(x)	Bid Security Validity	120 days from Bid Closing Date.
(xi)	Amount of Performance Guarantee	Not applicable
(xii)	Duration of the Contract	24 months with a provision for extension for another 12 months at the same rate, terms & conditions at the sole option of OIL.
(xiii)	Bids to be addressed to	Chief General Manager (KGB & BEP), OIL INDIA LIMITED D.NO.11-4-7; 3RD FLOOR NOKALAMMA TEMPLE STREET RAMARAOPET, KAKINADA-533004 ANDHRA PRADESH, INDIA

## 2.0 **Integrity Pact:**

The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Techno-commercial Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

## 3.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

- 3.1 In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid **Digital Certificate Class III [Organization]** along with **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system. Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use

new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

- 3.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

3.2.1 No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e- Procurement portal. The link to eProcurement portal is available on OIL's website: [www.oil-india.com](http://www.oil-india.com).

3.2.2 In case any bidder is exempted from paying the Bid Document Cost, they should request OIL with supporting documents for issue of the User ID & Password. The detailed guidelines are available in OIL's e-procurement site.

**3.3 EXEMPTION OF TENDER FEE:**

3.3.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centres 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 Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL tenders ] with any of the aforesaid agencies.

3.3.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

3.4 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903.

**4.0 IMPORTANT NOTES:**

Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except Earnest money/Bid Security deposited vide Bank Guarantee which is to be submitted manually in sealed envelope super scribed with tender no. and due date at the office of Executive Director (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.

Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office on or before the scheduled date of opening of tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

A scanned copy of this document (Bid Security) should also be uploaded online along with the un-priced Techno-commercial bid documents.

Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the Executive Director (KGB & BEP), in presence of the authorized representatives of the bidders.

If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

Bids without Bid Security in the manner specified above will be summarily rejected.

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.

- 5.0 The tender is invited under **SINGLE STAGE-COMPOSITE BID SYSTEM**. The bidders shall have to submit both the "TECHNO-COMMERCIAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Techno-commercial Bid should be as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the **RFx Information-> Technical Attachments**. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details. Details of prices as per Bid format/priced bid can be uploaded as Attachment in the attachment link under **"Notes and Attachments"**.

The Price Bid rates to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under **"Notes & Attachments"** of OIL's e-Tender portal. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Offer not complying with above submission procedure will be rejected

Notes and Attachments	→	Only Price Details Should Be Uploaded
Technical attachments	→	All technical bid documents

Please do refer **"NEW INSTRUCTION TO BIDDER FOR SUBMISSION"** for the above two points and also please refer **"New Vendor Manual (effective 12.04.2017)"** available in the login Page of the OIL's E-tender Portal.

- 6.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- 7.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- 8.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the

contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

- 9.0 **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oilindia.com](http://www.oilindia.com).

- 10.0 OIL now looks forward to your active participation against the tender.

Thanking you.

Yours faithfully  
Oil India Limited

(A.Baruah)  
Sr. Manager (Materials)  
for General Manager (KGB&BEP)  
for Executive Director (KGB & BEP)

**PART-1**

**INSTRUCTIONS TO BIDDERS**

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

**A. BIDDING DOCUMENTS**

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

- (a) A forwarding letter highlighting the following points:

- (i) Oil India Limited's Tender No.
- (ii) Type of Bidding
- (iii) Cost of Bid Document
- (iv) Bid closing date and time.
- (v) Bid opening date & time
- (vi) Bid Opening Place
- (vii) Bid Validity
- (viii) Bid Security Amount
- (ix) Bid Security Validity
- (x) The amount of performance guarantee
- (xi) Duration of Contract
- (xii) Bids to be addressed to

- (b) Instructions to Bidders, (Part-1)

- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)

- (d) Terms of Reference/Scope of Work, (Part-3)

- (e) Price Schedule Format, (Proforma-B)

- (f) Lease Agreement Form, (Proforma-G)

- (g) Authorization for Attending Bid Opening, (Proforma-H)

- (h) Bid Security Form, (Proforma-I)

- (i) Proforma Letter of Authority, (Proforma-L)

- (j) Integrity Pact, (Proforma-M)

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

**3.0 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. Bids will be accepted only if they are in the form issued to the party.

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

#### **4.0 AMENDMENT OF BID 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 Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Portal 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 are to check from time to time the E-Tender portal ("Technical RFX Response" under the tab "Amendment to Tender Documents") for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

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

##### **5.0 LANGUAGE OF BIDS:**

- 5.1 The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language.
- 5.2 BIDDER'S NAME & ADDRESS : Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

##### **6.0 DOCUMENTS COMPRISING THE BID:**

- 6.1 Bids are invited under Single Stage Composite Bid System. The bid to be uploaded by the Bidder in OIL's E-portal shall comprise of the following components:

##### **I. TECHNO-COMMERCIAL BID**

- (i) Documentary evidence in accordance with the Bid Evaluation Criteria (BEC) as per Part-2.
- (ii) Scanned copy of the Bid Security
- (iii) Letter of Authority as per Proforma-L and
- (iv) Integrity Pact duly signed as per Proforma- M.

##### **II. COMMERCIAL (PRICED) BID**

- (i) Price Bid Format as provided in Proforma-B.

#### **7.0 Deleted**

##### **8.0 BID PRICE:**

- 8.1 Prices are to be quoted as per the Bidding format vide Proforma-B of the tender document. The rates quoted shall be per unit as specified in the Price Schedule and are to be quoted in figures only.
- 8.2 Price quoted by the Successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 The quoted rates must be inclusive of all taxes, license/other fees, or any other applicable Govt. levies excepting GST which will be borne by OIL at applicable rate.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

9.1 These are listed in Bid Evaluation Criteria vide Part-2.

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid for **90 days** after the date of bid opening prescribed by the Company.

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail).

11.0 BID SECURITY:

11.1 Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".

11.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9.

11.3 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter. The Bid Security in original should be submitted in a separate envelope and shall be in any one of the following forms:

(a) A Bank Guarantee or irrevocable Letters of Credit in the prescribed format vide Proforma-I. Bank Guarantee/LC issued from any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: a) Full address. b) Branch Code. c) Code Nos. of the authorized signatory with full name and designation. d) Phone Nos., Fax Nos., E-mail address. The bidders will have to submit the Bank Guarantee from any of the scheduled banks on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker. The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

(b) Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.

(c) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for minimum 60 days from the date of bid opening and payable at Kakinada, Andhra Pradesh, India.

11.4 Any bid not secured in accordance with sub-clause 11.3 above shall be rejected by the Company as non-responsive.

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

11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.



- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the Contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited: i) The bidder withdraws the bid within its original/extended validity. ii) The bidder modifies/revise their bid suo moto. iii) Bidder does not accept the order/contract. iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract. v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by bidder in the "Technical RFx Response" of OIL's E-portal. The Original Bid Security shall be submitted by the bidder to the office of Executive Director (KGB & BEP), Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada-533004 in a sealed envelope which must reach the above address before the Bid Opening date failing which the bid shall be rejected.
- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 11.13 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.
- 12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:
- 12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 12.2 If the 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, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**C. SUBMISSION AND OPENING OF BIDS:**

**13.0 FORMAT AND SIGNING OF BID:**

- 13.1 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 Organization 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. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through 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 its proper usage by their employees.

- 13.2 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.
- 13.3 Any person signing the Bid or any other document in respect of this Bidding 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. Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

**14.0 SUBMISSION OF BIDS**

- 14.1 The tender is processed under **Single Stage - Composite Bid system**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "Vendor User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "RFx Information" under "Technical Attachments" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment under

“Notes and Attachment” Tab. **The priced bid should not be submitted in physical form and which shall not be considered.**

However, the following documents should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing / Opening date & Time along with the bidder’s name and should be addressed to Executive Director, (KGB & BEP ), Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada-533004 as indicated in the IFB:

- (i) The Original Bid Security along with one copy.
- (ii) Any other document required to be submitted in original as per bid document requirement.

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

14.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document.

14.3 Timely delivery of the documents in physical form as stated in Para 14.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Opening Date and Time failing which bid shall be rejected. Company shall not be responsible for any postal delay / transit loss.

14.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

**No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the e-Tender Portal.** Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. The documents in physical form as stated in Para 14.1 must be received by Company at the address specified in the “Forwarding Letter” on or before the Bid Closing date mentioned in the “Forwarding Letter”. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:

16.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

16.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

17.0 EXTENSION OF BID SUBMISSION DATE:

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

**18.0 RETURN OF LATE BIDS:**

Bidders are advised in their own interest to ensure that their bids are uploaded and submitted in system before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

**19.0 OPENING OF TENDERS:**

19.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (as per Proforma-H) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

19.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

**20.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Part-2) of the tender document.

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

20.2 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.

**D. AWARD OF CONTRACT**

**21.0 AWARD CRITERIA:**

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

**22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

Company reserve 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 Company's action.

**23.0 NOTIFICATION OF AWARD:**

23.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful bidder(s) in writing that his bid has been accepted.

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

23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 25.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

24.0 SIGNING OF CONTRACT:

24.1 At the same time as the Company notifies the successful bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Lease Agreement/Contract Form provided in the bidding document. The form will be accompanied by the Technical requirements, Schedules of Rates and all other relevant documents.

24.2 The successful bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

24.3 In the event of failure on the part of the successful bidder to sign the Contract, the Company reserves the right to terminate the LOA issued to the successful bidder and invoke the Bid Security or the Performance Security if submitted by the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

25.0 PERFORMANCE SECURITY: Not applicable

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS: If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

27.0 SPECIFICATIONS: 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/services to be executed under the Contract.

28.0 LOCAL CONDITIONS: It is imperative for each Bidder to fully inform themselves of local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves of the all aspects covering the nature of the work as stipulated in the Tender and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract. No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

29.0 **Integrity Pact:** Company shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-M of the Bid Document, which has been digitally signed by competent authority of OIL. The Integrity Pact must be submitted with the Techno-commercial Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If

any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

- 29.1 Company has appointed the following personnel as Independent External Monitors (IEM) to oversee implementation of Integrity Pact in Company: at the following addresses:

a) SHRI SATYANANDA MISHRA, IAS(Retd.), E-Mail: satyanandamishra@hotmail.com b) SHRI RAJIV MATHUR, IPS(Retd.), E-Mail: rajivmathur23@gmail.com c) SHRI JAGMOHAN GARG, EX-VIGILANCE COMMISSIONER, CVC E-Mail : jagmohan.garg@gmail.com

Bidders may contact the Independent Monitors for any matter related to the Tender.

**END OF PART-1**

**PART-2**

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

**BID REJECTION CRITERIA (BRC)**

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

- 1.0 The tender is invited under **SINGLE STAGE –COMPOSITE BID SYSTEM**. The Bidder has to submit both the “TECHNO-COMMERCIAL” and “PRICED” bid through electronic form in the OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Priced Bid as per the “Price Bidding Format” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender Portal. The Techno-commercial Bid should be uploaded in the “**Technical Attachments**” page only. Priced Bid quoted as per Price Bidding Format should be uploaded as attachment in the attachment link under “**Notes and Attachments**” Tab only.

**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.

- 2.0 Bids with shorter validity will be rejected as being non-responsive.
- 3.0 Bidders shall furnish the "BID SECURITY" for the amount as specified in Covering Letter. Any Bid not accompanied by Bid Security will be rejected.
- 4.0 A Bid received through, or in the form of, a fax or email will be rejected
- 5.0 Any Bid containing false statement will be rejected.
- 6.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.
- 7.0 Any Bid received by Company after the deadline for submission of Bids prescribed herein in any form will be rejected.
- 8.0 Conditional offers will be rejected.
- 9.0 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

**BID EVALUATION CRITERIA (BEC)**

A. The bidder must meet the following evaluation criteria failing which the offer shall be rejected.

(1) The yard measuring 5000 sq.mtr (minimum) with proper boundary fencing to store materials like heavy steel tubulars (casings, tubing) etc. must have the following facilities:

- a) The open yard should be made of hard standing materials to facilitate plying of crane, trailers etc. and storage of heavy steel tubular viz. casings etc.
- b) Should be easily accessible for long body trailer and crane movement and preferably near the road.
- c) Must be in and around 5(five) KM radius of Achampeta Junction, Kakinada Town towards sea port and near to highway/port road for easy movement of long bed trailers.
- d) Security hut, with round the clock security by professional agency provided by contractor
- e) Sufficiently illuminated during night time.

(2) Bidder shall submit an undertaking to build 30 (thirty) storage racks as per the drawing as attached vide Annexure-1 within 15 days from the date of Letter of Award.

(3) Bidder shall submit documentary evidences to substantiate that the property offered possesses bidder/bidder firm's name and requisite clearances from Municipal Authority/Port Authority towards using of the property offered as yard.

(4) As owner/authorised personnel of the said fenced area, successful bidder will have to handover the vacant possession of the area with related facilities as stated above free from all encumbrances. Bidder to confirm.

(5) Prior to taking over the possession of the open yard, successful bidder will produce the receipts of up-to-date payment made in all respects. Bidder to confirm.

(6) All the taxes of public nature including house tax, ground rent, municipality taxes etc., presently levied or leviable in respect of the ware house will be payable by successful bidder. Bidder to confirm.

B. The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below.

i) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

ii) The bidders must quote their charge/ rate in the manner as called for and the summarized price schedule format vide enclosed **Proforma - B**.



iii) The quantities shown against each item in the “**Price Bid Format (i.e. in Proforma-B)**” shall be considered for the purpose of Bid Evaluation.

iv) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per Proforma-B.

**END OF PART-2**

**PART-3**

**TERMS OF REFERENCE / TECHNO-COMMERCIAL REQUIREMENTS**

**Hiring of Pipe Yard for storage of Tubulars**

**A Specifications of Pipe Yard**

Oil India Limited (OIL) intends to lease a pipe yard for storage of tubulars procured for use in its onshore oil exploratory drilling programme at KG Basin Project, Andhra Pradesh. Particulars of requirement are given below.

(1) The yard measuring 5000 sq. mtr (minimum) with proper boundary fencing to store materials like heavy steel tubulars (casings, tubing) etc. must have the following facilities:

- a) The open yard should be made of hard standing materials to facilitate plying of crane, trailers etc. and storage of heavy steel tubular viz. casings etc.
- b) Should be easily accessible for long body trailer and crane movement and preferably near the road.
- c) Must be in and around 5(five) KM radius of Achampeta Junction, Kakinada Town towards sea port and near to highway/port road for easy movement of long bed trailers.
- d) Security hut, with round the clock security by professional agency provided by contractor
- e) Sufficiently illuminated during night time.

(2) To submit an undertaking to build 30 (thirty) storage racks as per the drawing as attached vide Annexure-1 within 15 days from the date of Letter of Award.

(3) To submit documentary evidences to substantiate that the property offered possesses bidder/bidder firm's name and requisite clearances from Municipal Authority/Port Authority towards using of the property offered as yard.

(4) As owner/authorised personnel of the said fenced area, successful bidder will have to handover the vacant possession of the area with related facilities as stated above free from all encumbrances.

(5) Prior to taking over the possession of the open yard, successful bidder will produce the receipts of up-to-date payment made in all respects.

(6) All the taxes of public nature including house tax, ground rent, municipality taxes etc., presently levied or leviable in respect of the ware house will be payable by successful bidder.

**B. OIL's obligations:**

i) OIL shall permit successful bidder or its agent to enter the said premises for inspection and to carry out repairs etc. as and when necessary basis.

ii) The rent will be payable on monthly basis after deduction of Income Tax as per IT Act.

iii) OIL will not make any major alterations or additional construction in the premises without successful bidder's approval but OIL shall have the right to install any additional fittings and fixtures etc. in the yard if required. Before handover or on contract termination if any fixtures and fittings are provided during occupancy, the same will be normalized and made as earlier.

iv) Notwithstanding, the provisions contained above, in the event of breach of the terms of the lease or deliberate acts of omission or commission for affecting smooth occupancy of the premises being no longer required by OIL, the lease is terminable by two months' notice at any time in writing by either party.

**END OF PART-3**

**PROFORMA- B****PRICE SCHEDULE**

<b>Sl. No</b>	<b>Description of Service</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (in INR)</b>	<b>Total Amount (in INR)</b>
1	Monthly Rental for Hiring of Pipe Yard	MONTH	24		
Total Contract cost excluding GST					
Add. GST @_____%					
Total Rental charges for 2 years including GST for price comparison of Bids					

Signature of Authorised Person : \_\_\_\_\_

**Name of the authorized signatory:** \_\_\_\_\_**Designation:** \_\_\_\_\_**NAME OF THE BIDDER/FIRM:** \_\_\_\_\_

**PROFORMA-G**

**LEASE AGREEMENT**

THIS INDENTURE made on the ..... BETWEEN M/s..... (Name and Address of the Contractor) hereinafter called the "**LESSOR**" (which expression where the context so admits shall include their legal heirs, executors, legal representatives and assignees) of the '**ONE PART**' and the OIL INDIA LIMITED' (A Government of India Enterprise) constituted under the Companies Act 1956 and having its Registered Office at Duliajan in the district of Dibrugarh, Assam and Project Office at D. No: 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh hereinafter called the "**LESSEE**" (which expression where the context so admits include its successors, executors and assignees) of the **OTHER PART** witnesses as follows:

**02.** The LESSOR hereby demises to the LESSEE all piece or parcel of land with the building erected thereon more particularly described in the schedule hereto, together with ditches, rights, easements, privileges, advantages and appurtenances to as the said Yard with Warehouse located at .....(**Address of the Plot**) for a term of 2 (two) years from ..... with a monthly rent of Rs..... The initial period of lease shall be for 2 years commencing from ..... to .....

**03.** The Lessee do hereby covenant with the Lessor as follows:

- a) To permit Lessor or its agent to enter the said premises for inspection and to carry out repairs etc. as and when necessary basis.
- b) To pay the said rent in advance by the first week of every month after deduction of Income Tax as per IT Act. The Lessee shall bear the GST. The Lessor should furnish GST No. and provide monthly receipts for having paid the amount to Government Authorities.
- c) That the Lessee shall not make any major alterations or additional construction in the premises without the Lessor's approval but shall have the right to install any additional fittings and fixtures etc. in the warehouse or yard if required.
- d) The Lessee to restore the yard as earlier and to remove all installations, fixtures and fittings before handing over of the vacant possession of the yard on termination of the Contract.
- e) That, notwithstanding the provisions contained above, in the event of breach of the terms of the lease or deliberate acts of omission or commission for affecting smooth occupancy of the premises being no longer required by Lessee, the lease is terminable by two months' notice at any time in writing by either party.

**04.** And the Lessor do hereby covenant with the Lessee as follows:

- a) To handover the vacant possession of the said area with related facilities as stated below free from all encumbrances and Lessee shall not cut any tree, if any. without permission of Lessor.

- b) To provide 30 nos (Thirty only) of Casing racks as per specifications to facilitate the storage of casing pipes of the Lessee.
- c) Lessor is to allow Lessee to electrify the yard and provide power connection in case the Lessee requires such facility in future.
- d) To regularly and periodically pay or cause to be paid all rents, rates, taxes, assessments and outgoing of every description that may during the continuance of the said terms be or has become payable in respect of or charged upon the said premises whether the same shall be imposed or assessed by the Government, Local authority or otherwise and that in the event of any loss or damage arising to the Lessee by the Non-payment of any of these dues the Lessor will at all times indemnify the Lessee from all such loss or damage.
- e) That the Lessee shall have the option of renewing the lease of the said premises at the expiry of the present term hereby granted on the same terms and conditions herein contained for further one year at same monthly rental charge.

IN WITNESS whereof the parties hereunto set their hand and seals the day and year first written above.

<p><b>Signed in the name and on behalf of:</b></p> <p>M/s. _____ (LESSOR)</p> <p><b>Signature :</b> _____</p> <p><b>Name :</b> _____ (Legal Power of Attorney)</p> <p><b>In presence of:</b></p> <p><b>Signature:</b> _____</p> <p><b>Name :</b> _____</p>	<p><b>Signed in the name and on behalf of:</b></p> <p style="text-align: center;"><b>OIL INDIA LIMITED</b> (LESSEE)</p> <p><b>Signature :</b> _____</p> <p><b>Name :</b> _____ <b>Designation:</b> _____</p> <p><b>In presence of:</b></p> <p><b>Signature:</b> _____</p> <p><b>Name :</b> _____</p>
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**PROFORMA-H**

**AUTHORISATION FOR ATTENDING BID OPENING**

TO

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

OIL INDIA LIMITED,  
D.NO.11-4-7; 3RD FLOOR  
NOKALAMMA TEMPLE STREET  
RAMARAOPET, KAKINADA-533004  
Andhra Pradesh, India  
Sir,

**Sub: OIL's Tender No. -----**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

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

**Designation:** \_\_\_\_\_

**Seal of the Bidder/Contractor:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

**PROFORMA-I**

**PROFORMA OF BID SECURITY (BANK GUARANTEE)**

To,

**OIL INDIA LIMITED  
KAKINADA-533004,  
ANDHRA PRADESH, INDIA**

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for "Hiring of Pipe Yard for storage of Tubulars at KG Basin Project" (hereinafter called "the Bid") against OIL INDIA LIMITED, KAKINADA, Andhra Pradesh, India (hereinafter called the Company)'s Tender No. \_\_\_\_\_.

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 said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), 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 any of the 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.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:



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

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

Witness \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

\*\* Date of expiry of Bank Guarantee should be minimum 120 days from the Bid Closing date.

**Note: 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.**

**PROFORMA - L**

**PROFORMA LETTER OF AUTHORITY**

TO

Oil India Limited,  
D.No.11-4-7;3<sup>RD</sup> FLOOR  
NOKALAMMA TEMPLE STREET  
RAMARAO PET, KAKINADA-533004  
Andhra Pradesh, India

Sir,

Sub: OIL's Tender No. \_\_\_\_\_

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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 on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

**PROFORMA – M**

**INTEGRITY PACT**

Between

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

And

----- hereinafter referred to as “The Bidder/Contractor”

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for services under Tender \_\_\_\_\_. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section: 1 -Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

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

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

**(1)** The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **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 credibility 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.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

#### **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 Earnest Money Deposit / Bid Security.

(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 Security Deposit / Performance Bank Guarantee.

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 Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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**

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. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
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. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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.

A.BARUAH

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**(For the Principal)**

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**for the Bidder/Contractor**

Place .Kakinada

Date: 18.09.2018

Witness 1 : .....

Witness 2 : .....

## ANNEXURE I





