

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
Website: www.oil-india.com

NOTICE INVITING TENDER

OIL INDIA LIMITED(OIL) invites bids / tenders /offers from reliable, experienced and resourceful bidders for the following services with OIL's offered rates:

1.0 IFB No.	DCT1386P17
2.0 Short Description of Service	Hiring the services of brand new 24/28 seater fully built diesel buses [to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus] of Model: M&M Tourister 25BSIII 2.6LIT or TATA STARBUS LP 407/34 MARCOPOLLO Body or SML WT50 PRESTIGE or equivalent model bus , (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh for a period of 4(four) years for round the clock duties authorised by the Company. Total quantity- 45 numbers & award on " one-bidder-two-buses ".
3.0 Bid Selling Period at the office of DGM-CONTRACTS	From 01-07-2016 to 01-08-2016 (upto 15:30 HRS IST)
4.0 Bid Closing / Opening Date & Time	02-08-2016 (12:45 HRS IST /13:00 HRS IST)
5.0 Bid Security	Rs.2,92,000/-

6.0 Tender Fee: Rs. 1,000/- (Non-refundable).

Tender fee must be in the form of Demand Draft / Banker's Cheque from any Nationalised /Scheduled Bank in favour of OIL INDIA LIMITED and payable at Duliajan. Tender fee can also in the form Indian Postal Orders payable to the OIL INDIA LIMITED at Duliajan. No other mode of tender fee will be accepted by the Company.

In case Bidder(s) downloading the Covering Letter & Prescribed Format from OIL's website and submitting the offer, then requisite tender fee as specified must be enclosed along with the offer by the bidders (except those who are exempted). Also, such bidder(s) are to note that the date of issue of tender fee must not be prior to **30-06-2016** and the offer(s) with tender fee issued prior to **30-06-2016** shall be rejected outright without any correspondence with such bidder(s).

6.1 Exemption from submission of tender fee:

If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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 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 (attested / self-attested) must be submitted and 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.

Government Departments, Public Sector Units (PSU) are also exempted from payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

The firms registered with NSIC / Directorate of Industries etc. as mentioned above who intend to claim exemption from payment of Tender Fee, must furnish the evidence (**attested / self-attested**) that they are registered for the items they intend to bid.

Documentary evidence (**attested / self-attested**) as specified must be submitted to OIL along with the application (in case the bidder purchases the specified document from the office of DGM-CONTRACTS) /offer (in case the bidder downloads the specified document from OIL's website) by the bidder(s) who intend to claim exemption from payment of Tender Fee.

7.0 How to participate:

Interested bidders may download the set of Covering Letter & Prescribed Format from OIL's website or purchase the same [with submission of an application and tender fee (if not exempted)] from the office of the DGM-CONTRACTS (till **3:30PM** IST of the previous day of the bid closing day) and submit their offers (non-transferable) along with supporting documents as sought in the tender in a sealed envelope on or before Bid closing date & time.

In case of downloading of the Covering Letter & Prescribed Format from OIL's website, bidder(s) are to note that the Covering Letter & Prescribed Format are to be downloaded well in advance prior to "bid closing date & time" for timely submission of bids. OIL will not be held responsible for any delay in this regard.

The offer of the bidder(s) should contain the Covering Letter & Prescribed Format duly signed & filled up as advised including the requisite supporting documents as stipulated to be submitted by the bidder(s) in a sealed envelope as specified in the tender.

The final agreement shall consist of General Conditions of Contract (GCC, Part-I); Schedule of Service, Units, Quantities & Rates (SOQ, Part-II); Special Conditions of Contract (SCC, Part-III); Safety Measures (SM, Part-V); Integrity Pact & related Annexures. Bidder(s) may view the General Conditions of Contract (GCC, Part-I); Schedule of Service, Units, Quantities & Rates (SOQ, Part-II); Special Conditions of Contract (SCC, Part-III); Safety Measures (SM, Part-V) of the tender at OIL's website or at the office of the DGM-CONTRACTS prior to participation.

8.0 Bidders may view the following at OIL's website or at the office of the DGM-CONTRACTS:
(i) Eligibility criteria for the bidder(s) in the Bid Rejection Criteria part of Covering Letter.
(ii) Details of rates at Schedule of Service, Units, Quantities & Rates (SOQ, Part-II).

9.0 Bidder(s) may also view the complete details of the tender at OIL's website or at the office of the DGM-CONTRACTS.

10.0 All corrigendum, addendum, amendments, time extension, clarifications etc., if any to the tender will be hosted on the website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

11.0 OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.

DGM- CONTRACTS (HoD)
FOR RESIDENT CHIEF EXECUTIVE

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
Website: www.oil-india.com

COVERING LETTER

<i>For OIL's use (Not applicable in case of download from OIL's website)</i>	
Document Serial No. _____	at the office of DGM-CONTRACTS, Duliajan
Signature of Issuing Officer _____	Date of Issue _____
Designation: _____	
Office Seal:-	

OIL INDIA LIMITED (OIL) invites bids / tenders /offers from reliable, experienced and resourceful bidders in the **prescribed format (attached herewith) including with this covering letter (containing a total of 25 pages)** for the following services with OIL's offered rates:

1.0 TENDER REFERENCE NO. : DCT1386P17

2.0 DESCRIPTION OF SERVICES: Hiring the services of brand new **24/28** seater fully built diesel buses [to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus] of Model: **M&M Tourister 25BSIII 2.6LIT** or **TATA STARBUS LP 407/34 MARCOPOLO Body** or **SML WT50 PRESTIGE** or **equivalent model bus**, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh for a period of **4(four)** years for round the clock duties authorised by the Company.

Total quantity- **45** numbers & award on "**one-bidder-two-buses**".

3.0 HOW TO PARTICIPATE: Interested bidders may download the set of Covering Letter & Prescribed Format from OIL's website (www.oil-india.com) or purchase the same [with submission of an application and tender fee(if not exempted)] from the office of the DGM-CONTRACTS (till **3:30PM** IST of the previous day of the bid closing day) and submit their offers (non-transferable) along with supporting documents as sought in the tender in a sealed envelope on or before Bid closing date & time.

In case of downloading of the Covering Letter & Prescribed Format from OIL's website, bidder(s) are to note that the Covering Letter & Prescribed Format are to be downloaded well in advance prior to "bid closing date & time" for timely submission of bids. OIL will not be held responsible for any delay in this regard.

The offer of the bidder(s) should contain the Covering Letter & Prescribed Format duly signed & filled up as advised including the requisite supporting documents as stipulated to be submitted by the bidder(s) in a sealed envelope.

The final agreement shall consist of General Conditions of Contract (GCC, Part-I); Schedule of Service, Units, Quantities & Rates (SOQ, Part-II); Special Conditions of Contract (SCC, Part-III); Safety Measures (SM, Part-V); Integrity Pact & related Annexures. Bidder(s) may view the General Conditions of Contract (GCC, Part-I); Schedule of Service, Units, Quantities & Rates (SOQ, Part-II); Special Conditions of Contract (SCC, Part-III); Safety Measures (SM, Part-V) of the tender at OIL's website or at the office of the DGM-CONTRACTS prior to participation.

All corrigendum, addendum, amendments, time extension, clarifications etc., if any to the tender will be hosted on the website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

3.1 BID SELLING PERIOD AT THE OFFICE OF DGM-CONTRACTS:

From **01-07-2016** to **01-08-2016** (upto 15:30 HRS IST).

4.0 TENDER FEE: Rs.1, 000/- (Non-transferable & Non-refundable).

In case Bidder(s) downloading the Covering Letter & Prescribed Format from OIL's website and submitting the offer then requisite tender fee as specified must be enclosed along with the offer by the bidders (except those who are exempted). Also, such bidder(s) are to note that the date of issue of tender fee must not be prior to 30-06-2016 and the offer(s) with tender fee issued prior to 30-06-2016 shall be rejected outright without any correspondence with such bidder(s).

Signature of bidder or authorised representative

Tender fee must be in the form of Demand Draft / Banker's Cheque from any Nationalised /Scheduled Bank in favour of OIL INDIA LIMITED and payable at Duliajan. Tender fee can also in the form Indian Postal Orders payable to the OIL INDIA LIMITED at Duliajan. No other mode of tender fee will be accepted by the Company.

4.1 EXEMPTION FROM SUBMISSION OF TENDER FEE:

If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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 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 (attested / self-attested) must be submitted and 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.

Government Departments, Public Sector Units (PSU) are also exempted from payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

The firms registered with NSIC / Directorate of Industries etc. as mentioned above who intend to claim exemption from payment of Tender Fee, must furnish the evidence (**attested / self-attested**) that they are registered for the items they intend to bid.

Documentary evidence (**attested / self-attested**) as specified must be submitted to OIL along with the application (in case the bidder purchases the specified document from the office of DGM-CONTRACTS) /offer (in case the bidder downloads the specified document from OIL's website) by the bidder(s) who intend to claim exemption from payment of Tender Fee.

5.0 BID CLOSING DATE & TIME: 02-08-2016 (12:45 HRS IST).

6.0 BID OPENING DATE & TIME: 02-08-2016 (13:00 HRS IST).

7.0 EARNEST MONEY/BID BOND/BID SECURITY: RS.2,92,000/-(RUPEES TWO LAKH NINETY TWO THOUSAND ONLY).

The offer must be accompanied (**except those who are exempted**) by a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) purchased from any Scheduled / Nationalised Bank favouring OIL INDIA LIMITED, payable at DULIAJAN or Pay-in-Slip (available at designated banks at Duliajan) for the amount applicable towards Earnest Money Deposit (EMD). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY. The EMD shall not earn any interest to the tenderer(s) from the Company.

Bids without BID SECURITY (**except those who are exempted**) in the manner specified above will be summarily rejected.

The validity of Bid Security in the form of BANK GUARANTEE should be for 30 days beyond the required bid validity period i.e for minimum **120 days** from the date of Bid opening.

If Bank Guarantee (BG) is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail, Branch Code, Code Nos. of authorised signatory with full Name & Designation, Phone No., Fax No. etc.) from where confirmation towards genuineness of the BG can be obtained.

In case of extension of Bid Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.

7.1 EXEMPTION FROM SUBMISSION OF BID SECURITY:

Central Government offices and Public Sector undertakings are exempted from submitting Bid Security.

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 (**attested / self-attested**) clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies along with the offer. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence (attested / self-attested) issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed along with the offer.

Signature of bidder or authorised representative

7.2 Any offer not accompanied with the EMD (**except those who are exempted**) shall be treated as invalid and summarily rejected. Any subsequent deposit of EMD after the bid closing date & time shall not be permitted. Also, adjustment of EMD due against the instant tender, against dues from the Company or on any account shall not be permitted.

7.3 The EMD will be forfeited in case the tenderers withdraw their offer for any reason whatsoever after the appointed time on the bid closing date and before the validity period of the offer which shall be **90(Ninety) days** from the date of opening of the tender. Any such withdrawal will make the tenderer liable to be debarred from further tendering at the sole discretion of the Company and the period of debarment will not be less than 2(two) years.

8.0 BID OPENING PLACE:

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

9.0 MOBILISATION PERIOD: Six months from the date of issuance of Letter of Award (LOA).

10.0 DURATION OF THE CONTRACT: Four years from the date of placement of the first Bus.

11.0 BID SUBMISSION: Bidder(s) may send their offers to the address mentioned below by post or submit the same in the tender box situated at the same address.

DGM-CONTRACTS (HoD)
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
DULIAJAN, DISTRICT: DIBRUGARH
PIN- 786 602 (ASSAM)

The offer of the bidder(s) should contain the Covering Letter & Prescribed Format duly signed & filled up as advised including the requisite supporting documents as stipulated to be submitted by the bidder(s) in a sealed envelope.

Company will not be held responsible for any postal delay or non-receipt of the same.

12.0 The following should be written on the sealed envelope containing the offer:

Tender No.: **DCT1386P17** (Hiring services of **24/28** seater Buses).

Bid Closing Date & Time: **02-08-2016 AT 12:45 PM** (IST).

Bidder's name: _____

Bidder's mailing address: _____

13.0 Any offer received after the appointed time on the Bid closing date shall be summarily rejected and returned to the tenderer(s) unopened within 01 (one) month of finalization of tender against request by the concerned bidders.

14.0 In case the bid closing date happens to be a bundh / holiday, the same will be deferred to the same time of the next working day (except Saturday).

15.0 No modification or alteration to the offer shall be permitted after the appointed time on the bid closing date. NO CLARIFICATION ON WHATSOEVER REASONS THEREOF WILL ALSO BE ENTERTAINED AFTER THE BID CLOSING DATE.

15.1 WITHDRAWAL OF OFFER(S):

The bidder, after submission of bid (offer) may withdraw their bid by written request prior to bid closing date & time. Such request is to be made to the dealing officer of OIL in writing. In case the due date of submission is extended even after receipt of some bids due to some special circumstances, the bidder who has already submitted to bid has right either to withdraw or revise his bids, without forfeiting the EMD.

Signature of bidder or authorised representative

16.0 TENDER OPENING:

16.1 BID OPENING:

16.1.1 The offer(s) will be opened on Bid opening date & time in the presence of any attending Tenderer(s) or their Authorized Representative. However, an authorized letter from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each bid /offer will be allowed to attend the bid opening. Attending Tenderer(s) & Authorized Representative(s) will have to sign a register evidencing their presence. In case it happens to be a bundh/holiday, the tender will be opened on the next working day (except Saturday).

16.1.2 Company will examine bids to determine whether they are complete, whether requisite Tender Fee (as applicable), Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.2.3 The offer must be valid for acceptance up to **90(Ninety) days** from the date of tender opening. In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing (e-mail 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.

The offers of the bidder(s) shortlisted in the priority list shall be valid up to a period of one year from the date of Draw of Lots.

17.0 RESPONSIVENESS OF BID: For the purpose of determining the responsiveness of a bid, it must conform to all the terms and conditions of the tender without any material deviation.

18.0 BID REJECTION CRITERIA (BRC):

The bid (offer) shall conform generally to the specifications and terms and conditions given in the tender. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the offer/bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as nonresponsive and rejected.

18.1 Bidder(s) must fulfil the criteria as in **Para-18.1.1** and **Para-18.1.2** mentioned below.

18.1.1 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the **original bid closing date (02.08.2016)** must be at least **Rs. 10.97 lakhs**.

18.1.2 Net worth of the bidder must be Positive for the preceding financial / accounting year from the **original bid closing date (02.08.2016)**.

Notes to Bidder(s) for Clause Nos. 18.1.1 & 18.1.2 above:

1. For proof of Annual Turnover & Net worth, any one of the following documents (attested/self-attested) must be submitted along with the bid:

(i) Audited Balance Sheet along with Profit & Loss account.

Or

(ii) A certificate issued by a practicing Chartered / Cost Accountant with Membership Number and Firm Registration Number certifying the Annual turnover & Net worth as per format prescribed in **Annexure-F**.

2. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. **However, the bidder has to submit an affidavit/undertaking along with the bid certifying that 'the balance sheet/Financial Statements for the preceding financial / accounting year from the original bid closing date has actually not been audited so far'.**

Signature of bidder or authorised representative

18.2 Bidder(s) must fulfil the criteria as in Para-18.2.1 or Para-18.2.2 mentioned below.

18.2.1 The bidder shall be in the business of providing similar services to Public Sector Undertaking (PSU)s / Central Government Organizations / State Government Organizations/ Corporations having the experience of successfully executing one similar work of minimum **Rs.18.29 lakhs** during the last 07(seven) years to be reckoned from **31-07-2016**.

Documentary evidence must be submitted along with the bid. The documentary evidence must be in the form of Job Completion certificate (attested/self-attested) / Gross Payment Certificate (attested/self-attested) / OIL's Service Entry Sheet (attested/self-attested) etc. as applicable showing:

- (i) Gross value of job done; and
- (ii) Nature of job done; and
- (iii) Time period covering as per the NIT.

Only Letter of Intent (LOI) / Letter of Award (LOA) and/or Work Order(s) are not acceptable as evidence.

Notes to Bidder(s) for Clause No.18.2.1 above:

(i) **"Similar Work"** mentioned in Para **18.2.1** means: Providing Transport Services involving Light Passenger Vehicles / Buses/ Heavy Vehicles/ Logistic Equipments or any other road transport services.

(ii) The bidder must be in the business of providing similar services to Public Sector Undertaking (PSU)s / Central Government Organizations / State Government Organizations/ Corporations for any length of time during the last 07(seven) years ending on **31-07-2016** i.e. for any length of time within the period **01-08-2009 to 31-07-2016** (both days inclusive). During this period of 07(seven) years, bidder must have successfully carried out one similar work of minimum **Rs.18.29 lakhs**. Accordingly, the Starting Date and /or the Job Completion Date of the work need not necessarily fall within the seven years period of **01-08-2009 to 31-07-2016**; but the value of job done must be of requisite amount within the period.

(iii) In case value of work done in original contract during the specified time period does not meet the above, the following must be met by the bidder(s) to be qualified against this tender:

The value of work done for similar work as specified in Note (i) above in extension(s) of a contract & in emergent contract(s) during the specified time period as above / in emergent contract(s) during the specified time period as above shall be added with the value of work done in the original contract within the specified time period to determine the attainment of the tendered requisite value of work done i.e minimum **Rs.18.29 lakhs** by the bidder within the specified time period in case the extension(s) of the contract & emergent contract(s) / the emergent contract(s) is /are /were awarded by Oil India Limited (OIL) for the same vehicle / service with the same terms & conditions of the original contract without any interruption of the services.

Bidder(s) claiming the above must submit the following documents (attested /self-attested) along with the bid-

(A) In case of original contract, extension(s) of the original contract & emergent contract(s):

- (a) Letter of Award (LOA) /Letter of Intent (LOI) of the original contract.
- (b) Letter of extension(s) of the original contract.
- (c) Gross Payment Certificate(s)/Service Entry Sheet(s) / Job Completion Certificate(s) etc. of the original contract / extended contract(s) to ascertain the value of work done as above within the specified time period.
- (d) Letter of Emergent Contract(s).
- (e) Gross Payment Certificate(s) / Service Entry Sheet(s) / Job Completion Certificate(s) etc. of the emergent contract(s) to ascertain the value of work done as above within the specified time period.

(B) In case of original contract & emergent contract(s):

- (a) Letter of Award (LOA) /Letter of Intent (LOI) of the original contract.
- (b) Gross Payment Certificate(s) / Service Entry Sheet(s)/Job Completion Certificate(s) etc. of the original contract to ascertain the value of work done as above within the specified time period.
- (c) Letter of Emergent Contract(s).
- (d) Gross Payment Certificate(s) / Service Entry Sheet(s) / Job Completion Certificate(s) etc. of the emergent contract(s) to ascertain the value of work done as above within the specified time period.

Signature of bidder or authorised representative

Or

18.2.2 The bidder must have experience of providing attached bowser(s) / tanker(s) of capacity not less than **9KLs** to Oil India Limited [i.e. experience of providing attached tanker(s) / bowser(s) to the contractor(s) engaged by Oil India Limited] continuously for a minimum period of **02 (two) complete years** during the last 07 (seven) years ending on **31-07-2016**.

Bidders participating with experience of attached bowser(s) / tanker(s) services as above, shall submit a self declaration (as per **Annexure-E**, as applicable) mentioning the following along with the bid as evidence:

- (a) Contract number & name of contractor against which the vehicle was deployed for OIL's operation.
- (b) Vehicle Registration Number.
- (c) Period for which the vehicle was deployed under the contract
- (d) Description of Service.

Note to Bidder(s) for Clause No.18.2.2 above:

In case the time period of attached bowser(s) / tanker(s) services does not meet the minimum period of **02 (two) complete years** in the original contract during the specified time period (during the last 07 years ending on **31-07-2016**) as above, the following must be met by the bidder(s) to be qualified against this tender:

The time period of attached bowser(s) / tanker(s) services in extension(s) of a contract & in emergent contract(s) during the specified time period as above / in emergent contract(s) during the specified time period as above shall be added with time period of attached bowser(s) / tanker(s) services in the original contract within the specified time period to determine the attainment of the tendered requisite time period (continuously for a minimum period of two complete years) by the bidder within the specified time period in case the extension(s) of the contract & emergent contract(s) / the emergent contract(s) is /are /were awarded by Oil India Limited (OIL) for the same vehicle / service with the same terms & conditions of the original contract without any interruption of the services. Such bidder shall submit a self declaration (as per **Annexure-E**, as applicable) mentioning the following along with the bid as evidence:

- (a) Original contract number & name of contractor against which the vehicle was deployed for OIL's operation.
- (b) Extended contract number(s).
- (c) Emergent contract number(s).
- (d) Vehicle Registration Number.
- (e) Period for which the vehicle was deployed under the contract.

18.3 Bids received in format other than prescribed format (including the covering letter) and /or without properly filled up **Annexure-A**, a declaration in the form of a registered Court affidavit (in original) as in **Annexure-B** and a joint declaration by the bidder's parent who is an OIL employee & bidder (only in case the bidder is Son/Daughter of OIL employee) in the form of a registered Court affidavit (in original) as in **Annexure-C** will be rejected.

18.4 If the address happens to be of OIL's Quarters/ Settlement Area/OIL Premises (excluding "OIL MARKET" & "PUBLIC BUS STAND", Duliajan) the bid will be rejected. However, this clause shall not be applicable for Son(s)/ Daughter(s) of OIL employees in service who are not dependent of OIL employee as per OIL's policy.

18.5 If the bidder is employed in Government/Quasi Government /Public sector Undertaking and/ or dependent of OIL employee in service the bid will be rejected.

18.6 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-D** of the prescribed format. The Integrity Pact shall be submitted by the bidder along with the Bid duly signed (all pages of the Integrity Pact) 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 declined to submit the Integrity Pact, their bid shall be rejected straightway.

(Note: Shri Rajiv Mathur, IPS (Retd.), E-Mail ID: rajivmathur23@gmail.com has been appointed as Independent External Monitor).

Integrity Pact is uploaded in the website along with the Covering Letter & prescribed format. Therefore, it will be construed that the Integrity Pact has already been duly signed by OIL's competent signatory.

Signature of bidder or authorised representative

18.7 In case the bidder offers equivalent model of Bus(es), the bidder must specify the model of the Bus(es) in the prescribed format (**Annexure-A, Para-17**) and submit attested / self- attested copy of legible technical leaflet(s) /leaflet(s) in original containing detailed specifications of the offered Bus(es) along with the bid for scrutiny; otherwise the bid will be rejected.

18.8 The bids are to be submitted in the prescribed format (including the covering letter) of the tender; otherwise bid will be rejected.

18.9 Bids received without requisite Bid Security as specified will be rejected (except those exempted).

18.10 Any bids received by the company after deadline for submission of bids prescribed by the company will be rejected.

18.11 Any bid received in the form of Telex /Cable /Fax /E-mail will not be accepted.

18.12 Bid shall be typed or written in indelible ink and original bid shall be signed by the bidder or their authorised representative on the pages as specified, failing which the bid will be rejected.

Bidder(s) to sign in all pages of Covering Letter, Annexure-A, Affidavit(s), Letter of Authority (if applicable), Statement of Non-compliance (if applicable), Bid Form, Integrity Pact (Annexure-D), Annexure-E (if applicable).

18.13 Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialled by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting the requirement shall be rejected.

18.14 Any bid containing false statement will be rejected and action shall be initiated against the bidder.

18.15 Bidders must agree clearly and strictly with the rates / price schedules outlined in Part-II (SOQ) and terms & conditions of the tender; otherwise the bid will be rejected.

18.16 The rates / prices must be firm during the performance of the contract and not subject to variation on any account except as specifically mentioned in the tender. Any bid submitted with adjustable rates / prices will be treated as non-responsive and rejected.

18.17 Offer(s) are not transferable. Offers made by Bidders who have not purchased the prescribed format (including the covering letter) of the tender will be rejected.

18.18 Bid received with validity of offer less than **90(ninety) days** from the date of Bid opening will be rejected.

18.19 Bid received without attested/self-attested copy of registered Deed of Partnership, specifying "Power of Attorney" in case bid is submitted in the name of partnership firm will be rejected.

18.20 In case bidder(s) downloading the Covering Letter & prescribed format from OIL's website and submitting the offer-

(i) Offer(s) received without requisite tender fee as specified will be rejected (except those who are exempted).

(ii) Bidder(s) to note that the date of issue of tender fee must not be prior to **30-06-2016**. Offer(s) with tender fee issued prior to **30-06-2016** shall be rejected outright without any correspondence with the bidder(s).

18.21 Bid(s) not meeting the above eligibilities shall be rejected. Also, bid(s) received without adequate documentary evidence in support of requisite experience and /or turnover shall be rejected.

19.0 BID EVALUATION CRITERIA (BEC):

The bids (offers) conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for evaluation as per the Bid Evaluation Criteria given below:

Signature of bidder or authorised representative

19.1 Contracts will be awarded on the basis of "**one-bidder-two-buses**".

19.2 The award of contract will be decided on the basis of Draw of Lots (Lottery).

19.3 The bidders will be allotted priority number based on the results of the Draw of Lots. The bidder emerging first position in the Draw of Lots will be assigned as Priority No.1 and the rest will be continued as per their sequence in Draw of Lots respectively.

19.4 The present requirement of buses are **45 numbers**. Therefore, **23 Nos.** of bidders are required for the present requirement subject to condition that the bidder at **Priority No.23** will be awarded the contract for one bus only.

19.5 The total number of buses under the tender or the number of buses to be hired under each contract may increase/ decrease depending upon future requirement(s). If requirement of one number of bus arises in future, Company may hire one more bus from the supplier at **Priority No.23**.

19.6 Further **six (06) Nos.** of bidders will be kept in the priority list, for award of contract with the above condition as per their status for future requirement(s) if any, up to a period of one year from the date of Draw of Lots. Therefore, the number of bidders to be sequenced through Draw of Lots will be up to a maximum of **29 numbers** only.

19.7 The buses under the various contracts will be primarily based at different operating stations as under:-

(i) **Priority No.-01 to 19 :02(two) Nos.** of Buses to each bidder for **Duliajan** (for **38 Nos. Buses**).

(ii) **Priority No.-20:02(two)Nos.** of Buses to the bidder for **Moran** (for **02Nos. Buses**).

(iii) **Priority No.-21 to 22: 02(two) Nos.** of buses to each bidder for **EPA [Digboi/Manabhum(AP)]**(for **4Nos. Buses**).

(iv) **Priority No.-23: 01(one) No.** of Bus only to the bidder for **Duliajan** (for **1No. Bus**).

(v) **Priority No.-24 to 29 :** In the waiting list for any future requirement for **Duliajan/Moran/EPA [Digboi/Manabhum(AP)]**, if required.

The order of priority will be maintained from the eligible bidders as per draw of lots. Once the buses are in these stations, generally the same will be operated there itself. However, if required the same may be altered as per discretion of the Company.

19.8 For selection & empanelment of Bidders, the date of lottery shall be notified later on.

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

20.0 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

20.1 Within **02 (two)** weeks of issue of "Letter of Award (LOA)", the successful bidder(s) will required to pay an interest free Security Money amounting to **10% of annualized contract value** by way of DEMAND DRAFT/ BANKER'S CHEQUE/ BANK GUARANTEE (in specified format will be issued to successful bidders or may be seen at the office of the DGM-CONTRACTS) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised / Scheduled Bank. Upon furnishing of the Security Deposit, the successful bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the O.I.L Standard forms of Agreement.

20.2 This Security Deposit must be valid for **90 (ninety) days** beyond the contract period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

Signature of bidder or authorised representative

20.3 The "Security Deposit" will be refunded to the contractor within **90 (ninety) days** of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

20.4 Failure of the successful bidders to comply with the conditions as specified in **Para 20.1** hereof would render him liable for rejection and in turn forfeiture of Earnest Money Deposit (EMD) apart from any other actions the Company may take against him at its sole discretion.

20.5 The EMD of the bidders shall be refunded to them as under;

(a) To the un-successful bidders after the date of issue of Letter of Award to the successful bidders.

(b) To the successful bidders only after submission of the Security Deposit as specified in **Para No. 20.1** above.

21.0 The Tenderer(s) may consult DGM-TRANSPORT or his Representative(s) to assess the nature and extent of the services and the conditions under which it would be carried out. He/she/they may also seek such clarifications from these Officers as are deemed necessary for his/her/their offer.

22.0 GENERAL CONDITIONS:

22.1 In case bidder takes exception to any clause of the tender not covered under BEC / BRC, then the Company has the right 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 bidder.

22.2 To ascertain the substantial responsiveness of the offer, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received within the date fixed by the Company, failing which the bid will liable to be rejected.

22.3 In case, any of the clauses in the BRC contradict with other clauses of the tender elsewhere, the clauses in the BRC shall prevail.

23.0 The Company reserves the right to reject any or all of the tenders or accept any tender, in full or in part without assigning any reason.

23.1 LANGUAGE OF OFFERS:

The offer as well as all correspondence and documents relating to the offer 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.

23.2 The final agreement shall consist of General Conditions of Contract (GCC, Part-I); Schedule of Service, Units, Quantities & Rates (SOQ, Part-II); Special Conditions of Contract (SCC, Part-III); Safety Measures (SM, Part-V); Integrity Pact & related Annexures. Bidder(s) may view the General Conditions of Contract (GCC, Part-I); Schedule of Service, Units, Quantities & Rates (SOQ, Part-II); Special Conditions of Contract (SCC, Part-III); Safety Measures (SM, Part-V) of the tender at OIL's website or at the office of the DGM-CONTRACTS prior to participation.

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

24.0 No Purchase Preference is applicable to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME against this tender as the rates are offered by OIL.

Signature of bidder or authorised representative

25.0 BACKING OUT BY BIDDER:

In case any bidder withdraws their offer / bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 02(two) years from the date of issuance of debarment notice.

26.0 BACKING OUT BY SUCCESSFUL BIDDER AFTER ISSUE OF LOI/ LOA:

In case LOI / LOA issued is not accepted by the successful bidder or the Security Money / Performance Security is not submitted as per terms of the tender/ contract within the time specified in the tender, the Earnest Money/ Bid Bond/ Bid Security shall then be forfeited and the bidder/firm shall be debarred for 02(two) years from the date of issuance of debarment notice.

27.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD /Bid Security) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

28.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-D** of the prescribed format. The Integrity Pact shall be submitted by the bidder along with the Bid (offer) duly signed (all pages of the Integrity Pact) 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 declined to submit the Integrity Pact, their bid shall be rejected straightway.
(Note: Shri Rajiv Mathur, IPS (Retd.), E-Mail ID: rajivmathur23@gmail.com has been appointed as Independent External Monitor).

Integrity Pact is uploaded in the website along with the Covering Letter & prescribed format. Therefore, it will be construed that the Integrity Pact has already been duly signed by OIL's competent signatory.

29.0 In the event of awarding contract, the Contractor shall have to submit Invoice of Service Tax as per the following Format:
[Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)]

TAX INVOICE

Name of the Service Provider _____

Address of the Service Provider _____

Service Tax Regn. No. of the service provider _____

Name & address of the Service Receiver Invoice Serial No. _____
Oil India Limited, Duliajan, Assam Invoice Date _____

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 15.0% on (A) above (In case of taxable value of service is not 100%, than specify the value of taxable service and apply 15.0% of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 15.0% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/Partner etc.

Signature of bidder or authorised representative

30.0 APPLICABLE RATES:

Item No.	Description of Service	Rate (Rs.)
10	Fixed Charge per month per Bus for the year 2016	1,06,022.38
20	Fixed Charge per month per Bus for the year 2017	1,10,913.96
30	Fixed Charge per month per Bus for the year 2018	1,15,705.39
40	Fixed Charge per month per Bus for the year 2019	1,20,537.86
50	Fixed Charge per month per Bus for the year 2020	1,25,465.34
60	Running Charge per Bus per Km at HSD price Rs.45.63/- per litre	8.01
70	Night halt charge per person per night halt	350.00
80	Parking Charge per Bus per month	315.00

Rates are exclusive of applicable Service Tax. Fixed Charge also includes Bus(es) for 24 hours with services of minimum 03(three) sets of crews per Bus, each set of crew consisting of at least one(01) Driver & one(01) Helper/ Attendant based on round the clock duty of each Bus and is inclusive of wages of regular driver(s) & helper(s), relief driver(s) & helper(s), holidays and other emoluments like bonus etc. as per M.O.S dated 24.01.2014. The wage component in the above rates is based on Government of India notified minimum wages and M.O.S dated 24.01.2014. Any revision in the Government of India notified minimum wages will also be considered during the pendency of the contract accordingly.

The Bidder(s) / Contractor(s) shall have to pay monthly wages to his/ her/their crew/staff engaged under this contract as per provisions of M.O.S dated 24.01.2014, copy of which is available at the office of DGM-CONTRACTS. Wage rates are given below:

Year	Wage rate for 8 hours daily duty (Inclusive of rest day wages, exclusive of PF & ESI)	
	Monthly for Driver (Rs.)	Monthly for Helper / Attendant (Rs.)
2016	10,155.08	7,191.08
2017	10,935.08	7,711.08
2018	11,715.08	8,231.08
2019	12,495.08	8,751.08
2020	13,275.08	9,271.08

The offered Fixed Charges include all other liabilities including statutory liabilities but exclusive of PF, ESI, cost of uniform, Insurance Premium under Group Personal Accident Policy for Drivers, Helpers / Attendants & applicable Service Tax.

The rates / prices are firm during the performance of the contract and not subject to variation on any account except as mentioned in the tender. Details of rates can be viewed at Schedule of Service, Units, Quantities & Rates (SOQ, Part-II) available at OIL's website or at the office of the DGM-CONTRACTS.

31.0 OIL now looks forward to your active participation in the tender.

DGM-CONTRACTS (HoD)

Signature of bidder or authorised representative

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
Website: www.oil-india.com

ANNEXURE-A (DETAILS OF BIDDER AS APPLICABLE)

I / we hereby submit my /our offer (bid) against **Tender No. DCT1386P17** for hiring services of **24/28** seater fully built diesel buses as per the following details.

1	Name of the Bidder (Preferably in Capital letters)	
2	Nature of the Bidder (Proprietorship/Partnership/ Limited Company etc.) with details of owner/partner/director etc.	
3	Registered Postal Address with PIN Code	
4	*Telephone Number	
5	*Mobile Number	
6	*Fax Number	
7	*E-mail ID	
8	*Vendor Code with OIL	
9	PAN	
10	*Service Tax Registration Number	
11	*PF Code	
12	*ESI Code / Sub-Code	
13	Bank details of bidder	<div>Name of Bank, Branch Code & Address</div> <div>Account Number</div> <div>IFSC Code of the Branch</div> <div>Nine digit MICR Number of Bank & Branch</div>

Signature of Bidder or authorised representative

ANNEXURE-A (DETAILS OF BIDDER AS APPLICABLE)

14	Tender Fee details (In case of download from OIL website & submitting the offer & if not eligible for exemption and to be submitted along with offer)	Mode: _____ No. _____ date _____ Issued by _____ Branch _____ Amount (Rs.): _____ (Date of issue of tender fee must not be prior to 30-06-2016)
15	EMD details (If not eligible for exemption & to be submitted along with offer)	Mode: _____ No. _____ date _____ Issued by _____ Branch _____ Amount (Rs.) _____ In case of Bank Guarantee, valid up to _____ (Minimum 120 days from the date of opening of Bid)
16	Do you intend for exemption of Tender Fee, EMD etc. If yes, please indicate & submit documentary evidence (attested / self-attested) as per tender	<u>Tender Fee</u> (In case of download from website): Yes / No <u>EMD</u> : Yes / No Micro / Small Enterprise / Government Departments / Public Sector Units / Other _____ (Please tick <input checked="" type="checkbox"/> as applicable)
17	Make & Model/s of Buses Offered: <u>(In Case of offer of equivalent model of buses)</u>	Note: In case the bidder offers equivalent model of Bus(es), the bidder must specify the model of the Bus(es) and submit attested / self- attested copy of legible technical leaflet(s) / leaflet(s) in original containing detailed specifications of the offered Bus(es) along with the offer for scrutiny; otherwise the offer will be rejected.]

[Note: (i) This document consist of: **Covering Letter, Annexure-A, Annexure-B, Annexure-C, Bank Guarantee Format for Bid Security, format for Letter of Authority, format for Statement of Non-Compliance, Bid Form, Integrity Pact (Annexure-D), Annexure-E, Annexure-F**, Checklist for Bidder (For Guidance Only) (ii) * If available. (iii)To be filled by the bidder(s) clearly and legibly] (iv) Pages: Covering Letter-11 Nos., Prescribed Format- 14 Nos. & Total pages-25 Nos.]

Bidder(s) may view the General Conditions of Contract (GCC, Part-I), Schedule of Service, Units, Quantities & Rates (SOQ, Part-II), Special Conditions of Contract (SCC, Part-III), Safety Measures (SM, Part-V) of the tender at OIL's website or at the office of the DGM-CONTRACTS prior to participation.

Self declaration:

The information furnished by me /us in this format & enclosures including in the tender elsewhere are true and correct and I /We am /are solely responsible for their accuracy. In case any information provided by me /us is found to be false /incorrect, my /our offer (bid) is liable to be rejected and contract awarded to me /us, if any, will be terminated and OIL will be at liberty to initiate action as deemed fit against me.

Yours faithfully,
FOR & ON BEHALF OF BIDDER

Signature of Bidder or authorised representative: _____

Name (Preferably in Capital letters): _____

FORMAT FOR COURT AFFIDAVIT

(TO BE SUBMITTED ALONGWITH THE OFFER IN ORIGINAL BY THE BIDDER)

In the Court of the Magistrate at Date

I, Sri / Smti S/o / D/o(Father's Name) by religion, aged..... years, by occupation, resident of P.O..... P.S..... Dist State, do hereby solemnly affirm and declare an oath as follows: -

- 1. That the deponent is presently residing at the above address with the family members.
- 2. That the deponent is not an OIL employee in service.
- 3. That the deponent is not a dependant of any OIL employee in service.
- 4. That the deponent is not an employee or dependent of any employee of any Government / Quasi Government / Public Sector Undertaking.
- 5. That the deponent has not submitted any other bid /offer as a proprietor or partner of any other firm or against the name of deponent against Tender No. **DCT1386P17**.
- 6. That the deponent is sole proprietor / partner etc. (as applicable) of at (if applicable).
- 7. That the deponent desires to supply of 02(two) numbers of brand new buses as specified in the tender, to be stationed at any place of OIL's operational areas in Assam and Arunachal Pradesh.
- 8. ** That the deponent's address is not the same with any of OIL's Quarters / Settlement Area / OIL Premises (excluding "OIL Market & "Public Bus Stand", Duliajan) or
** That the deponent's address is one of the OIL's Quarters / Settlement area / OIL Premises as the deponent is son / daughter residing with OIL employee but not dependent on the said employee as per OIL's policy. (Separate "Joint Declaration" by the deponent & the said employee of Oil India Limited is attached as per Annexure-C).

(**As applicable)

9. That the deponent has fully understood & agreed to accept the rates, terms and conditions of the above tender, is fully conversant with the general terms and conditions of transport service contracts and also agrees to abide by the same throughout the contract period (including any extension of the contract if granted by OIL in future).

The above statements are true to the best of my knowledge, belief and information.

In case the above statement of mine is found to be false / incorrect at any point of time, the contract shall stand terminated and Company shall be at liberty to initiate necessary action as deemed fit against me.

To affix passport size photograph(s) of Proprietor/ Partners/Directors etc.

The deponent Sri / Smt Signs as

.....

.....

Passport size photo of the deponent affixed herewith.

(DEPONENT)

Identified by (ADVOCATE)

Signed and sworn before me by the above named deponent on being Identified by Sri Advocate on

MAGISTRATE / NOTARY

ANNEXURE – C (IF APPLICABLE)

(JOINT DECLARATION IN THE FORM OF AFFIDAVIT BY THE APPLICANT’S PARENT WHO IS AN OIL EMPLOYEE & THE APPLICANT)

(TO BE SUBMITTED ALONGWITH THE OFFER IN THE FORM OF AFFIDAVIT IN ORIGINAL BY THE BIDDER, IF APPLICABLE)

We, (1)Sri/Smt _____, age_____, son / daughter of Sri _____, and (2) Sri/Smt..... both resident of _____ P.S._____ & P.O._____, District _____, State _____ do hereby solemnly affirm and declare on oath as follows:-

- 1. That, above named deponent at (1) is an employee of Oil India Limited (OIL) having OIL Registration Number / Salary Code and resides at OIL quarter number (detailed address) at Duliajan / Moran/ Digboi.
- 2. That, above named deponent at (2) is the son/daughter of the above named deponent at (1).
- 3. That, aforementioned son/daughter is residing together with his/her parent at the aforesaid OIL quarter.
- 4. That, aforementioned son/daughter has participated in the **Tender No. DCT1386P17** floated by Oil India Limited for Hiring the Services of **24/28 seater** fully built diesel buses.
- 5. That, aforementioned son/daughter is not a dependent son/daughter as per the existing OIL policy.

The above statements are true to the best of our knowledge, belief and information and nothing material has been concealed.

The Deponents Sri / Smt _____ and Sri / Smt _____, signs as

DEPONENTS

- 1) _____
- 2) _____

VERIFICATION

We, Sri / Smt _____ and Sri / Smt _____the above named deponents, do hereby verify on oath that the contents of the affidavit above are true to my personal knowledge and nothing material has been concealed or falsely stated. Verified at _____this _____day of _____

DEPONENTS

- 1) _____
- 2) _____

IDENTIFIED BY:

(_____)

ADVOCATE:

Signed & sworn before me by the above named deponents on being identified by Sri _____, Advocate

NOTARY (SIGNATURE WITH SEAL)

(BANK GUARANTEE FORMAT FOR BID SECURITY)

To:

OIL INDIA LIMITED
FOR DGM (CONTRACTS)
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of **"Hiring the services of brand new 24/28 seater fully built diesel buses"** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. DCT1386P17.**

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 **Rs.2,92,000/- (Rupees Two Lakh Ninety Two Thousand Only)** 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 _____ 2016.

THE CONDITIONS of these obligations are:

- i) If the Bidder withdraws their bid within its original/extended validity.
- ii) If the Bidder modifies/revises their bid sumoto.
- iii) If the Bidder does not accept the order/contract.
- iv) If the 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.

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 one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date *****(____/____/20____)** and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____
Name of Bank & Address _____
Witness _____ Address _____

(Signature, Name and Address)
Date: _____ Place: _____

Notes:

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

If Bank Guarantee (BG) is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail, branch code, code Nos. of authorised signatory with full name & designation, Phone No., Fax No. etc.) from where confirmation towards genuineness of the BG can be obtained.

In case of extension of Bid Opening Date, Bank Guarantee validity should be extended suitably by the bidder, as and when advised by OIL.

LETTER OF AUTHORITY

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

Sir,

Sub: Tender No. DCT1386P17.

I/ We _____ confirm

that (Name and address of authorised person) _____

is authorized to represent us to Bid, negotiate and conclude the agreement on my / our behalf with you against above mentioned tender for "Hiring the services of brand new **24/28** seater fully built diesel buses [to be purchased after issuance of LOA from the vehicle manufacturer or from their authorised dealer(s) as a fully built bus] of Model: **M&M Tourister 25BSIII 2.6LIT** or **TATA STARBUS LP 407/34 MARCOPOLO Body** or **SML WT50 PRESTIGE** or **equivalent model bus**, (with wire mesh protection on windshield, side window glasses & rear wind screen) to be stationed at any place of OIL's operational areas in Assam & Arunachal Pradesh, for a period of **4(four)** years for round the clock duties authorised by the Company".

I / 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 signed by a competent person.

STATEMENT OF NON-COMPLIANCE
(Only exceptions/deviations, if any 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 detailed terms & condition (may be seen at OIL’s website or at the office of the DGM-CONTRACTS) in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks
In case one number of page is not sufficient for indicating the deviations /exceptions, Bidder may add the format along with the offer indicating the number of pages added with page number(s) and duly signed by the bidder or authorised representative.			
Total numbers of pages added for the purpose (_____ Nos.)			

Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

BID FORM

**TO,
OIL INDIA LIMITED,
P.O. DULIAJAN, ASSAM, INDIA**

Sub: Tender No.DCT1386P17.

Gentlemen,

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.

We undertake, if our bid/offer is accepted, to commence the work as per date mentioned in the work order.

If our bid /offer is accepted, we will provide PBG /Security Deposit of **10% of annualized contract value** for the due performance of the Contract.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid closing 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 _____ 20_____.

Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

ANNEXURE-D (INTEGRITY PACT)

INTEGRITY PACT

Between

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

And

Name of Bidder hereinafter referred to as "**The Bidder/Contractor**"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **IFB No. DCT1386P17 (Hiring the services of brand new 24/28 seater fully built diesel buses)**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

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

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

Section 2 - Commitments of the Bidder/Contractor

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

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

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

Signature of Bidder or authorised representative

ANNEXURE-D (INTEGRITY PACT)

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.

Signature of Bidder or authorised representative

ANNEXURE-D (INTEGRITY PACT)

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.

Signature:

For the Bidder/Contractor

For the Principal

Witness 1:

Place: Duliajan

Witness 2:

Date: _____

ANNEXURE-E [FORMAT FOR SELF DECLARATION (REF. BRC 18.2.2)]
[For bidder(s) with experience of providing attached bowser(s)/ tanker(s) in OIL]

TO,
DGM-CONTRACTS
OIL INDIA LIMITED, DULIAJAN
Sub: Self declaration.
Sir(s),

With reference to IFB No.DCT1386P17, I/We hereby submit our offer against the experience criteria as per **BRC 18.2.2** and the details are given as under-

Name of Bidder:
Name in which the attached bowser(s)/ tanker(s) was operated under OIL contractor:
Name of OIL contractor under which the attached bowser /tanker was operated in OIL INDIA LIMITED (OIL):
Description of Service:
Attached bowser(s)/ tanker(s) Registration No(s). & Capacity in KLs:

OIL Contract Number under which the above bowser / tanker was operated	Operating department of OIL	Type [Original contract /Extension(s) of the original contract / emergent contract(s) of the original contract, mention as applicable]	Attached bowser/ tanker Registration Number	Period of attached bowser/ tanker services under the contract	
				From	To

The above statements are true to the best of my / our knowledge, belief and information and nothing material has been concealed. In case the above statement of mine /us is found to be false / incorrect at any point of time, the offer(s) shall be treated as non-responsive, the contract (if awarded) shall be terminated and Company shall be at liberty to initiate necessary action as deemed fit against me /us.

Note: Bidder(s) may also provide any other data / information in separate letter duly signed by the bidder or their authorised representative if they desire.

Signature of the bidder or their authorised representative

Name: _____

ANNEXURE-F

(FORMAT FOR CERTIFICATE OF ANNUAL TURNOVER & NET WORTH)

<p><u>TO BE ISSUED BY PRACTISING CHARTERED / COST ACCOUNTANT ON THEIR LETTER HEAD</u></p>														
<p><u>TO WHOM IT MAY CONCERN</u></p> <p>This is to certify that the following financial positions extracted from the audited financial statements of _____ (Name of the Bidder with PAN) for the last three (3) completed accounting years up to _____ (as the case may be) are correct.</p> <table border="1"><thead><tr><th>YEAR</th><th>TURN OVER (Rs.)</th><th>NET WORTH (Rs.)</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table> <p>Place:</p> <p>Date:</p> <p>Seal:</p> <p>Membership Number:</p> <p>Firm Registration Number:</p> <p>Signature:</p>			YEAR	TURN OVER (Rs.)	NET WORTH (Rs.)									
YEAR	TURN OVER (Rs.)	NET WORTH (Rs.)												

CHECKLIST FOR BIDDER (FOR GUIDANCE ONLY)

Item	Remarks (Yes /No or as applicable)	Page No. of the offer (As applicable)
<p>1. In case bidder submitting the offer with downloaded documents from OIL's website:</p> <p>(i) Have you submitted Tender Fee as specified in the tender (unless exempted)</p> <p>(ii) If not exempted from Tender Fee, Date of issue of Tender Fee [Date of issue of tender fee must not be prior to 30-06-2016 and the offer(s) with tender fee issued prior to 30-06-2016 shall be rejected outright without any correspondence with the bidder(s).]</p> <p>(iii) Do you intend to claim exemption from payment of Tender Fee. If yes, have you submitted documentary evidence (attested / self-attested) along with the offer as specified in the tender</p>	<p>____/____/</p> <p>2016</p>	(iii) Page No(s).
2. Have you submitted Bid Security (EMD) as specified in the tender (unless exempted)		
3. Do you intend to claim exemption from payment of Bid Security. If yes, have you submitted documentary evidence (attested / self-attested) along with the offer as specified tender		Page No(s).
4. Have you mentioned Tender No., Bid Closing Date & Time, Bidder's name, Bidder's mailing address etc. over the sealed envelope submitting the offer		
5. Have you submitted the documentary evidence in support of turnover & net worth as per BRC of the tender (Para-18.1)		Page No(s).
6. Have you submitted documentary evidence in support of experience as per BRC of the tender (Para-18.2)		Page No(s).
7. Have you filled up Annexure-A (Details of Bidder, as applicable) of the prescribed format & signed as specified		
8. Have you submitted Court affidavit (in original) as in Annexure-B		Page No(s).
9. Have you submitted joint declaration by the bidder's parent who is an OIL employee & bidder (only in case the bidder is Son/Daughter of OIL employee) in the form of a registered Court affidavit (in original) as in Annexure-C (If applicable)		Page No(s).
10. Have you signed in Covering Letter, Annexure-A, Affidavit(s), Letter of Authority (if applicable), Statement of Non-compliance (if applicable), Bid Form, all pages of Integrity Pact (Annexure-D), Annexure-E (if applicable) and filled up & submitted		
11. Have you mentioned model of the Bus(es) in Annexure-A (Para-17) and submitted attested / self- attested copy of legible technical leaflet(s) /leaflet(s) in original containing detailed specifications (In case of equivalent model only)		Page No(s).
12. Have you submitted the offer in the prescribed format including with the covering letter		
13. Have you submitted attested/self-attested copy of registered Deed of Partnership, specifying "Power of Attorney" (in case the bid is submitted in the name of partnership firm)		Page No(s).
<p>14. Have you submitted attested / self-attested copies of:</p> <p>(i) PAN</p> <p>(ii) *Service Tax Registration Number</p> <p>(iii) *PF Code,</p> <p>(iv) *ESI Code /*Sub-Code</p> <p>(*If available)</p>		<p>Page No(s).</p> <p>(i)</p> <p>(ii)</p> <p>(iii)</p> <p>(iv)</p>
15. Have you initialled (signed) in case of corrections, if any, by the person signing the bid (white fluid should not be used for making corrections)		
16. Have you filled up the offer clearly & legibly		