



OIL INDIA LIMITED
(A Government of India Enterprises)
PO : Duliajan – 786602
Assam (India)

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FORWARDING LETTER

Tender No. : SDI2033P20 DT: 24.07.2019
Tender Fee : NIL
Bid Security : Applicable
Bidding Type : SINGLE STAGE TWO BID SYSTEM
Bid Closing on : 05.09.2019 (11.00 HRS IST)
Bid Opening on : 05.09.2019 (14.00 HRS IST)
Performance Security : Applicable
Integrity Pact : Applicable

The complete bid documents and details for purchasing bid documents, participation in e-tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website <https://www.oil-india.com/>

NOTE: All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e-portal only. Bidders should regularly visit above website and e-portal to keep themselves updated.

The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence concessional rate of GST @5% against Essentiality Certificate for invoice value 1 Lakh and above will be applicable as per Notification No. 3/2017- Integrated/ Central Tax (Rate) dated 28th June, 2017.

In the event of order, OIL will issue Essentiality Certificate (EC), where concessional rate of GST @5% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account.

OIL invites Bids for **Supply, Installation, Testing and Commissioning of Fixed Stand Post Type Manually Operated High Volume Long Range Water cum Foam Monitors (HVLRM) – QTY = 07 NOS and Medium Expansion Foam Generator (MEFG) – Qty = 04 Nos** through its e-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-

Procurement of Indigenous Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents

The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and details uploaded under Technical RFx.

The tender will be governed by:

a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos = 0374-2807178, 0374-2807171 , 0374-2807192. Email id = erp_mm@oilindia.in.

b) OIL's office timings are as below:

	Time (in IST)
Monday – Friday	07.00 AM to 11.00 AM; 12.30 PM to 03.30 PM
Saturday	07.00 AM to 11.00 AM
Sunday and Holidays	Closed

Vendors should contact OIL officials at above timings only.

OIL Bank Details :

	Bank Details of Beneficiary	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Banker Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No.	9435554859
j	Contact Person Name	Mr. K.L.K.Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	sbi.02053@sbi.co.in

- c) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- d) Technical specifications and Quantity as per **Annexure – 1A**.
- e) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents.

- f) Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- g) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- h) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area - > Tender Documents. The above filled up document to be uploaded in the **Technical Attachment**. For details please refer "Vendor User Manual" / "NEW INSTRUCTIONS"
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Special Notes:

1.0

- a) Bidders who do not have E-tender Login ID and Password should complete their online registration **at least seven (7) days prior to the scheduled bid closing date** and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) **MSE Units** (Manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are **exempted from payment of Bid Security (EMD)** irrespective of their monetary limit, product category and capacity mentioned in their registration, **subject to submission of valid MSE registration certificate issued by appropriate authority.**
- d) For availing benefits under Public Procurement Policy (**Purchase preference**), the interested MSE Bidders must ensure that they are the **manufacturers of the tendered item(s) and registered with the appropriate authority for the said item(s).** Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of **OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender**, seeking clarification/confirmation as to whether their MSE certificate is eligible for EMD exemption or not. **Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.**

NOTE:

In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they must apply to concerned tender handling officer, Materials Department, Oil India Limited, P.O. Duliajan, Assam-786602 for waiver of EMD upto one week prior to the Bid closing date (or as amended in e-portal).

2.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic format in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

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

2.2 The “**PRICE BID**” must contain the price schedule and the bidder’s commercial terms and conditions. **For price upload area , please refer “NEW INSTRUCTIONS” Please refer Annex-BB for price schedule.**

2.3 Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in **Annexure-CCC**.

3.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and Due date to **DGM-Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.

- a) Original Bid Security
- b) Detailed Catalogue (if any)
- c) Any other document required to be submitted in original as per tender requirement

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in Duplicate.

4.0 Benefits to Micro & Small Enterprises (MSEs) as per OIL’s Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details.

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

6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

7.0 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.

8.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

9.0 a) **The Integrity Pact is applicable against this tender. Therefore, please submit the Integrity Pact document duly signed along with your quotation as per BRC. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure DDD of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be submitted by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.**

b) **The name of the OIL's Independent External Monitors at present are as under:**

i) **SHRI RAJIV MATHUR, IPS (Retd.)**

Former Director, IB, Govt. of India,

e-Mail ID : rajivmathur23@gmail.com

ii) **SHRI SATYANANDA MISHRA, IAS (Retd.)**

Former Chief Information Commissioner &

Ex-Secretary, DOPT, Govt. of India

E-Mail ID : satyanandamishra@hotmail.com

iii) **SHRI JAGMOHAN GARG**

EX-VIGILANCE COMMISSIONER, CVC

E-mail id: jagmohan.garg@gmail.com

10.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.

11.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

12.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

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

14.0 Bidders are requested to refer to the enclosed **Annexure – BBB** for the Taxes and Duties clauses under GST regime.

15.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:

- (i) the suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.
- (ii) consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.
- (iii) the names of OIL's current authorized transporters are:
 - a) M/s Western Carriers (India) Ltd.
 - b) M/s DARCL Logistics Limited

Bidder's are requested to note the above delivery/collection instructions while submitting their offers.

16.0 While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria).**

17.0 Bidders should fill-up and submit alongwith their bid an **UNDERTAKING** towards **authenticity of information/documents** furnished by them, as per enclosed **ANNEXURE-K.**

18.0 **The applicable GST on the Liquidated Damage if any, shall have to be borne by the Seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.**

19.0: For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

20.0 DISCLAIMER: Rates/Costs shown above are as calculated/quoted by the respective Bidder. Company does not assume any responsibility and shall not be liable for any calculation error or omissions. However, for placement of order/award of contract, Company shall evaluate the cost details to determine the inter-se-ranking of Bidders strictly as per their Price-Bids and Bid Evaluation Criteria of the Tender. OIL INDIA LTD accepts no liability of any nature resulting from mismatch of "Total Bid Value" & price submitted under "Notes & Attachment" by any bidder and no claim whatsoever shall be entertained thereof.

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “ **New Vendor Manual (effective 01.03.2019)** ” available in the login Page of the OIL’s E-tender Portal.



Oil India Limited e-Procurement

User ID *

Password *

Login Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Comptability Settings](#)

[General Guidelines to bidders](#)

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Click here for the New Manual & Instruction

NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.

Yours Faithfully

Sd-

**(R BARMAN)
DGM (IP)
FOR GM-MATERIALS**

TENDER NO. SDI2033P20 DT: 24.07.2019**BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the “Bid Rejection Criteria” as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
1.0 BID REJECTION CRITERIA (BRC): The bid shall conform generally to the specifications, terms and conditions given in this document. 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. <u>A) TECHNICAL:</u> I. TECHNICAL: 1.0 BIDDER'S QUALIFICATION: 1.1 The bidder shall be an Original Equipment Manufacturer (OEM) or an Authorized Distributors/Authorized Dealers/Authorized Supply House/Sole Selling Agents of HVLRM/MEFG. 2.0 BIDDER'S EXPERIENCE: 2.1 In case, the bidder is an Original Equipment Manufacturer (OEM): 2.1.1 The bidder shall be a Manufacturer of High Volume Long Radius Monitor and/or Medium Expansion Foam Generator and the bidder shall be in the business of manufacturing the HVLRM and/or MEFG continuously for the last 5 years as on original Bid Closing Date of this tender. 2.2 In case the bidder is an Authorized Distributors/Authorized Dealers/Authorized Supply House/Sole Selling Agents, the Bidder shall be in the business of supply of HVLRM and/or MEFG continuously for the last 5 years as on original Bid Closing Date of this tender. Proper valid	

authorization certificate from the OEM shall be submitted along with the offer for bid evaluation. Such authority letter should be valid for the entire period of execution of the order. Documentary evidence of the OEM meeting the qualification criteria as in Para 2.1.1 shall also be submitted along with the bid. In addition, the bidder shall furnish from HVLRM and MEFG Manufacturer/s, a certificate to the effect that the Manufacturer as a corporate policy does not quote directly and the same are quoted through their authorized Supplier/Trading House only.

2.2.1 Further, one manufacturer can quote only through one Authorized Distributors/Authorized Dealers/Authorized Supply House/Sole Selling Agents and one Authorized Distributors/Authorized Dealers/Authorized Supply House/Sole Selling Agents shall offer product of only one manufacturer.

2.2.2 The bid shall be rejected in case of change of proposed HVLRM and MEFG manufacturer after submission of bid. Similarly, the HVLRM and MEFG Manufacturer cannot change its Authorized Distributors/Authorized Dealers/ Authorized Supply House/Sole Selling Agents of the Manufacturers after submission of bid, or else the bid shall be rejected.

2.3 Bidder's experience for item wise qualification:

2.3.1 If the Bidder is quoted for Item no. 1.0 only ; the bidder shall have the credential of successfully executed one Supply, Installation and Commissioning job involving minimum 2 No.s of (1000 GPM Capacity or higher) High Volume Long Range Monitors (HVLRM) in a single order in last 5 yrs at Central Govt./ State Govt./PSU/ Public Limited Company from the original Bid Closing Date.

2.3.2 If the Bidder is quoted for Item no. 2.0 only; the bidder shall have the credential of successfully executed one Supply, Installation and Commissioning job involving minimum 2 No.s (4000 GPM Capacity or higher) High Volume Long Range Monitors (HVLRM) in a single order in last 5 yrs at Central Govt./ State Govt./PSU/ Public Limited Company from the original Bid Closing Date.

2.3.3 If the Bidder is quoted for Item no. 3.0 only; the bidder shall have the credential of successfully executed one Supply, Installation and Commissioning job involving minimum 2 No.s (900 LPM Capacity or higher) Medium Expansion Foam Generator (MEFG) in a single order in last 5 yrs at Central Govt./ State Govt./PSU/ Public Limited Company from the original Bid Closing Date.

2.3.4 If the Bidder is quoted for more than one item or quoted for all the three items; the bidder shall have the credential of successfully executed similar type of applicable respective jobs as mentioned in para 2.3.1 , 2.3.2 and 2.3.3 above.

2.3.5 Bidder should submit documentary evidence in support of past supply, installation & Commissioning of HVLRM and/or MEFG as mentioned in 2.3.1, 2.3.2, 2.3.3 and 2.3.4 above along with the bid in the form of Purchase Orders (PO)/ Work Order (WO)/Contract and job completion Report/Certificate/ final bill payment documents etc. or any other documents

issued by their clients in support of executing the job (having cross reference to PO/WO/Contract) with specification of the supplied item, failing which the offer will be summarily rejected.

3.0 APPROVALS: Bidders must agree to submit the valid copy of following approvals along with their bids for evaluation, failing which the offer will be summarily rejected:

a) Valid certificates of UL Listing or FM approval of offered manually operated High Volume Long Radius foam-cum water Monitor (HVLRM), foam nozzle, Inline Balanced Foam Proportioner and Medium Expansion Foam Generator (MEFG).

b) Factory Registration Certificate/NSIC/ ISO certificate/any other relevant document deemed necessary by bidder showing that bidder is a manufacturer having Company Profile, Address, Concerned person and his/her contact details, Organizational set up with details of professional technical and financial capabilities. The Bidder who is an Authorized Supplier/Trading House/Distributor/Sole Selling Agent of a manufacturer meeting the Criteria stipulated under clause no. 2.1 above shall furnish an "Authority Certificate" from manufacturer in line with requirement of Clause no.2.2 of BEC.

4.0 Bids from consortiums are not accepted. Bids from joint ventures are not accepted.

Note:

I) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.

II) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp

B) FINANCIAL:

a) Annual Financial Turnover of the bidder during any of preceding 03 (three) financial / accounting years from the original bid closing date should be at least **Rs. 40.87 Lakhs**

b) Net Worth of the firm should be Positive for preceding Financial / Accounting year (FY=2018-19).

Note -For (a) & (b): 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 certifying that 'the balance sheet/Financial Statements for the financial year..... (As the case may be) has actually not been audited so far'.

Notes:

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) 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-J.

OR

ii) Audited Balance Sheet along with Profit & Loss account.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

C) COMMERCIAL:

i) Validity of the bid shall be minimum 120 days from the Bid Closing Date.

ii) Bid security:

The bid must be accompanied by Bid Security of **Rs 1,63,500.00** in OIL's prescribed format as Bank Guarantee in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. **The Bank Guarantee towards Bid Security shall be valid for 7 months from Bid closing date. (i.e. upto 30.04.2020)**

Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.

If bid security in ORIGINAL of above mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.

For exemption for submission of Bid Security, please refer Clause No. 8.16 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.

iii) Bids are invited under “Single Stage Two Bid System”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids”

through electronic form in the OIL's e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

iv) Performance Security:

The successful bidder shall submit Performance Security @ 10% of PO value within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in the following form :

A Bank Guarantee in the prescribed OIL's format valid for 90 days beyond delivery period and applicable warranty/guarantee period (if any).

The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

v) The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

vi) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii) All the Bids must be Digitally Signed using "Class 3" digital certificate with Organisation's 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. The bid signed using other than "Class 3 with Organisation's Name" digital certificate, will be rejected.

viii) Technical RFx Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFx Response folder, otherwise the offer will be rejected.

ix) Price should be maintained in the "online price schedule" only. The price submitted other than the "online price schedule" shall not be considered.

x). Integrity Pact :

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure DDD of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be submitted by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

xi). A bid shall be rejected straightway if it does not conform to any one of the following clauses:

(a) Validity of bid shorter than the validity indicated in the Tender.

(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.

(c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

(d) In case the Party refuses to sign Integrity Pact.

(e) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.

xii). DELIVERY:

FOR MATERIALS:- 4 Months for supply of materials from the date of P.O.

FOR INSTALLATION:- 3 months for installation & commissioning.

NOTE: FOR CLAUSE NOS. C(ii) & C(iv) OF BID SECURITY/EMD AND PBG

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in Oil's tender issuing office:

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

(i) "MT 760 / MT 760 COV for issuance of bank guarantee.

(ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code - UTIB0001129, Branch Address - AXIS Bank Ltd, Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District - Dibrugarh, PIN- 786602

2.0 BID EVALUATION CRITERIA (BEC)

The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per

the Bid Evaluation Criteria given below.

A) TECHNICAL:

i) The bids will be evaluated as per NIT specifications, terms & conditions.

B) COMMERCIAL:

i) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "priced bid".

ii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

iii) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.

-----XXXX-----

TECHNICAL SPECIFICATION WITH QUANTITY

Tender No & Date: SDI2033P20 DT: 24.07.2019

	Complied/ Not Complied. (Remarks if any)
<u>ITEM NO.10</u> <u>Supply of 1000 GPM Capacity Fixed Stand Post Type Manually Operated High Volume Long Range Water cum Foam Monitors (HVLRM) with inline pressure balanced foam proportioners (IBFP) at Intermediate Tank Farm, Tengakhat, Assam- QTY=04 NOS.</u> Manually operated High Volume Long Range Water cum Foam monitor with Foam Induction mechanism. Capacity: Variable flow of 1000, 750, 500 USGPM with single nozzle. Type: Non-aspiring. <u>FOR DETAILS DESCRIPTION PLEASE REFER SCOPE OF WORK</u>	
<u>ITEM NO.20</u> <u>Supply of 4000 GPM Capacity Fixed Stand Post Type Manually Operated High Volume Long Range Water cum Foam Monitors (HVLRM) with inline pressure balanced foam proportioners (IBFP) at Intermediate Tank Farm, Tengakhat, Assam- QTY=03 NOS.</u> Manually operated High Volume Long Range Water cum Foam monitor with Foam Induction mechanism. Capacity: Variable flow of 4000, 3000, 2000 USGPM with single nozzle. Type: Non-aspiring. <u>FOR DETAILS DESCRIPTION PLEASE REFER SCOPE OF WORK</u>	
<u>ITEM NO.30</u> <u>Supply of 900 LPM Capacity Medium Expansion Foam Generator (MEFG) with inline pressure balanced foam proportioners (IBFP) at Intermediate Tank Farm, Tengakhat, Assam- QTY=04 NOS.</u> <u>FOR DETAILS DESCRIPTION PLEASE REFER SCOPE OF WORK</u>	
<u>ITEM NO.40</u> <u>INSTALATION & COMMISIONING OF ITEM NO. 10-QTY=01 AU</u> <u>01 AU MEANS INSTALLATION & COMMISSIONING OF ALL 04 NOS OF ITEM NO. 10</u>	

Inst. & Commsn. 4 nos 1000 GPM HVLRM <u>FOR DETAILED DESCRIPTION PLEASE REFER SCOPE OF WORK</u>	
<u>ITEM NO.50</u> <u>INSTALATION & COMMISIONING OF ITEM NO. 20-QTY=01 AU</u> <u>01 AU MEANS INSTALLATION & COMMISSIONING OF ALL 03 NOS OF ITEM NO. 20</u> Inst. & Commsn. 3 nos 4000 GPM HVLRM <u>FOR DETAILED DESCRIPTION PLEASE REFER SCOPE OF WORK</u>	
<u>ITEM NO.60</u> <u>INSTALATION & COMMISIONING OF ITEM NO. 20-QTY=01 AU</u> <u>01 AU MEANS INSTALLATION & COMMISSIONING OF ALL 04 NOS OF ITEM NO. 30</u> Inst. & Commsn. 4 nos 900 LPM MEFG <u>FOR DETAILED DESCRIPTION PLEASE REFER SCOPE OF WORK</u>	

1.0 **SCOPE OF WORK (APPLICABLE FOR ALL ITEMS)**

1.1 SCOPE OF WORK & SPECIFIC REQUIREMENTS:

General:

- i) Design calculations, drawing, documents, inspection records, catalogues, operating manual etc. as per data requirement.
- ii) Third party inspection: The materials shall be inspected by OIL approved Third Party Inspection Agency as per following Scope of Inspections:
 - Vendor shall arrange third party inspection in presence of OIL's representative before dispatch of material for quality assurance, testing and performance evaluation as per the order specifications.
 - The third party inspection charges shall be borne by the vendor.
 - All consumables (e.g. foam compound etc.) required for performance & hydro testing shall be arranged by the vendor at his own cost.
 - Vendor shall arrange all facilities to carry out inspection and testing covering the following:
 - Review of raw material test certificates.
 - Measurement of flow through foam inductor & foam generator at 7 kg/cm² pressure at inlet of inline foam inductor.
 - Measurement of foam expansion ratio of foam generator.
 - Measurement of foam induction rate at inline foam inductor as per the specification.

2.0 INSTALLATION, TESTING AND COMMISSIONING:

Installation, Testing and commissioning is divided into three groups:

- 2.1 The scope of Installation & Commissioning of 4000 GPM HVLRM includes Installation & Commissioning of Monitor, valve, inline balanced foam proportioner, associated piping work like laying/modification of water-foam solution feed stainless steel pipeline line from 100 mm foam main line to the monitor & then laying of water inlet line (approx. piping length 3-4 m for each HVLRM) from 300 mm fire main ring line to monitor base flange; installation of monitor base flange wherever required and Construction of working platform/civil structure for monitor are in vendor scope. All necessary piping and fittings (valves, NRVs, flanges, bends, elbows, studs & nuts) required for installation of HVLRM to be provided by vendor. This includes all connection and piping from existing 100 mm SS foam line and 300 mm fire water main ring. Construction of working platform (fabricated platform preferable) with staircase and hand railings all around the platform) for HVLRM Operation is also in bidder's/supplier's scope. Rough sketch of the existing arrangement available at the Tank Farm for installation of 4000 GPM HVLRM is attached as Annexure-C (Diagram no 1). Minimum 03 successive successful test run of HVLRM shall be performed and all should meet the specification requirements. Vendor has to issue mechanical completion report before testing of system by OIL.
- 2.2 The scope of Installation & Commissioning of 1000 GPM HVLRM includes Installation & Commissioning of Monitor, valve, inline balanced foam proportioner, associated piping work like laying/modification of water-foam solution feed stainless steel pipeline line from 100 mm foam main line to the monitor & then laying of water inlet line (approx. piping length 3-4 m for each HVLRM) from 300 mm fire main ring line to monitor base flange; installation of monitor base flange wherever required and Construction of working platform/civil structure for monitor are in vendor scope. All necessary piping and fittings (valves, NRVs, flanges, bends, elbows, studs & nuts) required for installation of HVLRM to be provided by vendor. This includes all connection and piping from existing 100 mm SS foam line and 300 mm fire water main ring. Construction of working platform (fabricated platform preferable) with staircase and hand railings all around the platform) for HVLRM Operation is also in bidder's/supplier's scope. Rough sketch of the existing arrangement available at the Tank Farm for installation of 1000 GPM HVLRM is attached as Annexure-D (Diagram no 2). Minimum 03 successive successful test run of HVLRM shall be performed and all should meet the specification requirements. Vendor has to issue mechanical completion report before testing of system by OIL.
- 2.3 The scope of Installation & Commissioning of 900 LPM MEFG includes Installation & Commissioning of MEFG, valves, inline balanced foam proportioner, associated piping work like laying/modification of water-foam solution feed stainless steel pipeline line from 100 mm foam main line to the IBFP & then laying of water inlet line (approx. piping length 6-7 m for each MEFG) from 300 mm fire main ring line to MEFG base flange are in vendor scope. All necessary piping and fittings (valves, NRVs, flanges, bends, elbows, studs & nuts) required for installation of MEFG to be provided by vendor. This includes all connection and piping from existing 100 mm SS foam line and 300 mm fire water main ring. Rough sketch of the existing arrangement available at the Tank Farm for installation of 900 LPM MEFG is attached

Annexure-E (Diagram no 3). Minimum 03 successive successful test run of MEFG shall be performed and all should meet the specification requirements. Vendor has to issue mechanical completion certificate before testing of system by OIL.

Note:

- a) Vendor may visit the site prior to submission of bid for estimation of quantum of jobs involved during commissioning.
- b) During erection, sufficient manpower shall be deputed by the vendor till the Job is over in all respect at their own cost.
- c) Vendor shall depute adequate experienced manpower for installation/ commissioning.
- d) It includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Owner.
- e) Scope of work shall be read in conjunction with item description of Schedule of Rates and the Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates.
- f) Rates shall include all costs for the performance of the item considering all parts of the Bidding Documents. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work which could be reasonably implied/informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

3.0 SCOPE OF SUPPLY: Scope of supply is divided into three groups:

- 3.1 The bidder shall supply 4000 GPM Capacity Manually Operated HVLRMs with Inline Balanced Foam Proportioner of desired capacity and specifications including all the materials, instruments, equipments, tools and tackles in all respects as per the requirement enumerated in Technical Section of Bidding Document, at their sole cost and expense. It should not be limited to above and any other material like pipes & fittings, valves, NRVs deemed necessary for successful installation and commissioning of system should be supplied.
- 3.2 The bidder shall supply 1000 GPM Capacity Manually Operated HVLRMs with Inline Balanced Foam Proportioner of desired capacity and specifications including all the materials, instruments, equipments, tools and tackles in all respects as per the requirement enumerated in Technical Section of Bidding Document, at their sole cost and expense. It should not be limited to above and any other material like pipes & fittings, valves, NRVs deemed necessary for successful installation and commissioning of system should be supplied.
- 3.3 The bidder shall supply 900 LPM Capacity MEFG with Inline Balanced Foam Proportioner of desired capacity and specifications including all the materials, instruments, equipment, tools and tackles in all respects as per the requirement enumerated in Technical Section of Bidding Document, at their sole cost and expense. It should not be limited to above and any other material like pipes & fittings, valves, NRVs deemed necessary for successful installation and commissioning of system should be supplied.

4.0 TIME SCHEDULE:

The Work shall be executed strictly as per time schedule. The period of completion given includes the time required for delivery of materials and installation, testing, pre-commissioning & commissioning in all respects to the satisfaction of the Company.

TIME SCHEDULE	
NAME OF WORK	DELIVERY PERIOD
Supply, installation, testing & commissioning of fixed stand post type manually operated 1000 GPM HVLRM and/or 4000 GPM HVLRM and/or 900 LPM MEFG	Material delivery at site: 04 months from the date of P.O. Installation, testing & commissioning 7 months from the date of P.O. i.e.; 03 months from the date of site clearance.

Note:

1. The Time of delivery of materials at sites (ITF-Tengakhat, Tengakhat), shall be reckoned from date of award of contract, which shall be the date of issue of Purchase Order.
2. The Time indicated is for delivery in all respects as per specifications, codes, drawings and instructions of Company.
3. Any delay in completion shall be subject to Liquidated Damages as defined in the bidding document, which shall be applicable.
4. All demurrage on account of non readiness of bidder like non arrangement of requisite vehicles, all requisite permissions shall be borne by the bidder.

5.0 DRAWINGS AND DOCUMENTS:

5.1 WITH BID (for information & evaluation of OIL)

- a) Details and drawing/s of the offered monitor with bill of material of monitor & accessories (details & drawings shall be in line with UL listing or FM approval document of the manufacturer/vendor).
- b) Make, model, literature of main items/component of the system e.g. Monitor, IBFP, etc.
- c) Performance details like
 - i) Projectile curves of both water/foam streams showing horizontal & vertical throw for foam/water at least four different Monitor/Nozzle angles between 30 to 80 degree (e.g. 30, 45, 60, & 75/80 degree) from horizontal planes.
 - ii) Footprint (shape/size/area) of water/foam streams at landing zone.
- d) K-factor of the monitor nozzle & IBFP with supporting calculations.

e) Pressure drop across the monitor and operating pressure range (upper-lower pressure limit) of IBFP.

f) Vendor should submit schematic sketch of the monitor with foam induction system and foam system for evaluation indicating fixed foam line from existing foam network to IBFP and IBFP to monitor.

g) Valid certificates of UL Listing or FM approval of offered foam monitor, foam nozzle and foam induction mechanism/IBFP.

h) General arrangement Plan/Quality Assurance Plan (GAP/QAP) incorporating the stipulated inspection & testing requirements.

i) Time requirement for 340 degree horizontal, +90 & -15 degree vertical, jet-spray movement of monitor.

j) Operating temperature range for the monitor, valve to operate in case of flash fire condition shall also be indicated.

NOTE: Six sets of final frozen drawings, General arrangement Plan/Quality Assurance Plan (GAP/QAP) to be submitted by the vendor at the earliest to OIL before start of fabrication for approval from the OIL.

5.2 AT THE TIME OF SUPPLIES:

Six sets of documents (duly certified by vendor) to be provided.

a) General arrangement showing piping connections with valves & NRVs (for review).

b) As built drawings of HVLRM & MEFG assembly.

c) Inline balanced Foam Proportioner and associated foam induction system drawing.

d) Make, model, literature of items/component of the system.

e) Valid UL certificate for monitor, nozzle and IBFP.

f) Installation procedure.

g) All inspection and testing records.

h) Manuals for Installation, Operation, Testing & Maintenance.

NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance/non-compliance to all the NIT terms and conditions of NIT.

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **SDI2033P20** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

ANNEXURE- DDD

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 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 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.
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

ANNEXURE- DDD

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.

R BARMAN
DGM (IP)

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. DULIAJAN
Date . 25.07.2019

ANNEXURE-C

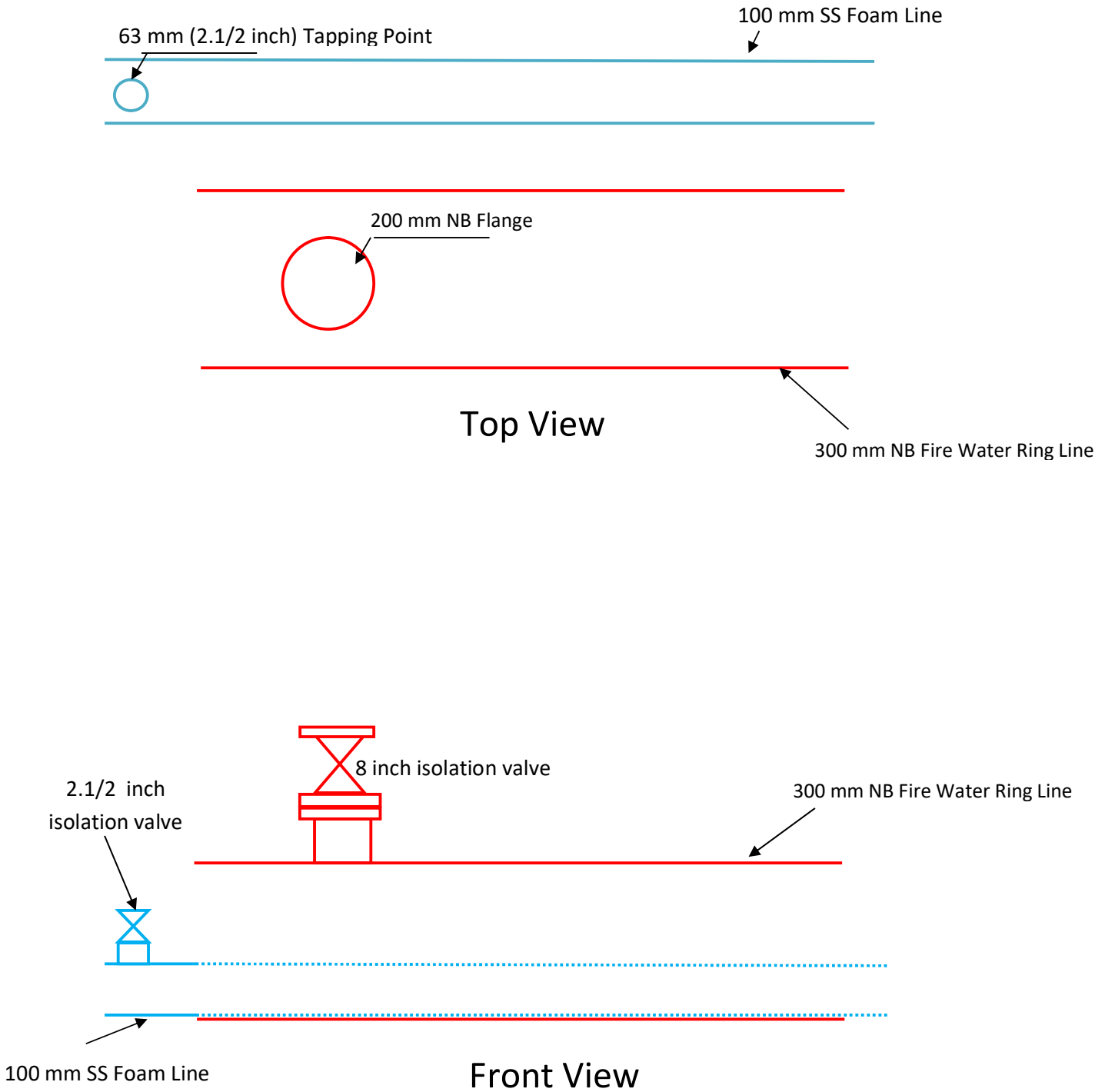


Diagram No.1 : Rough sketch of the arrangements available for installation of 4000 GPM Manually Operated HVLRM

ANNEXURE-D

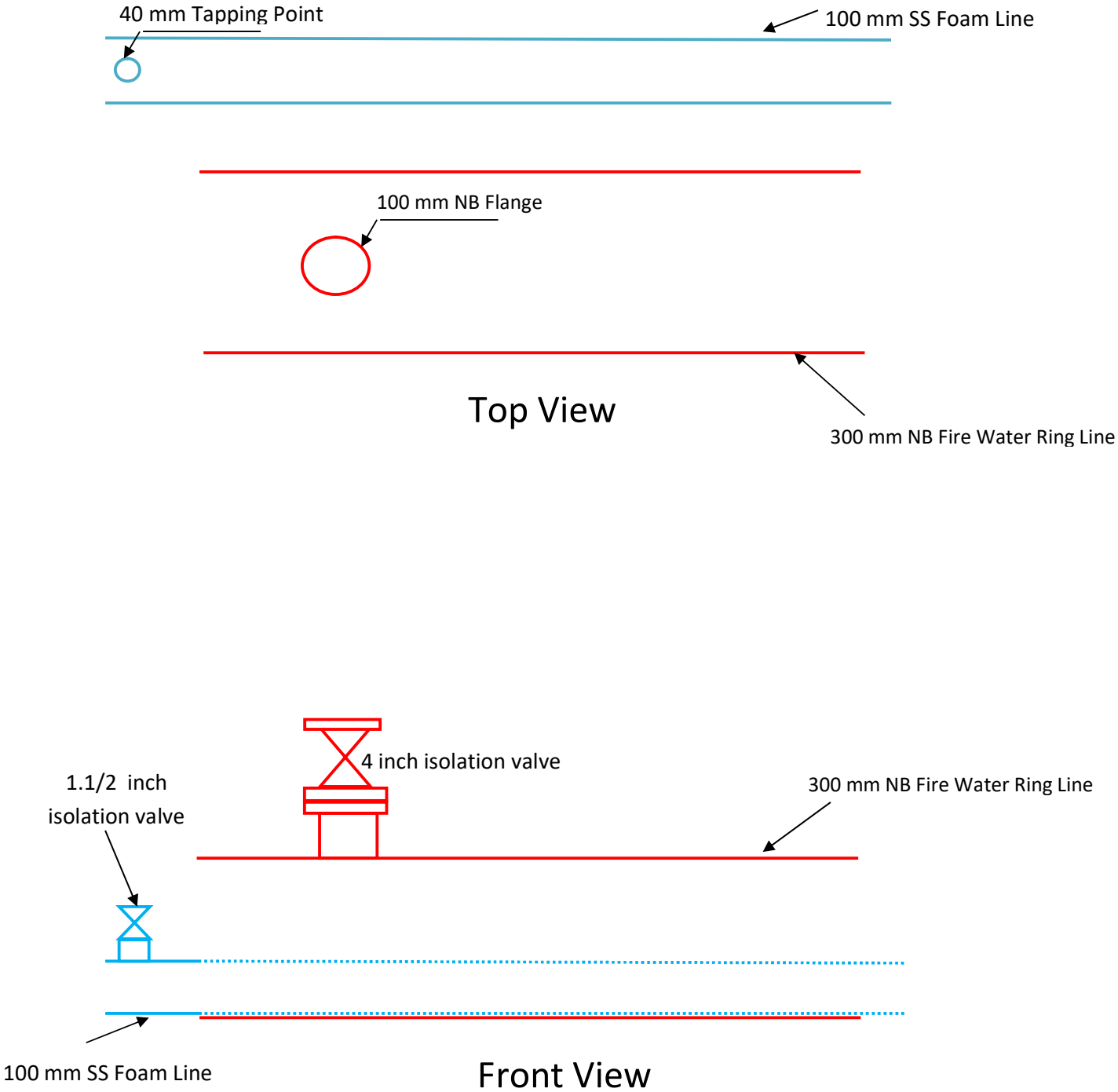


Diagram no 2: Rough sketch of the arrangement available for
installation of 1000 GPM Manually Operated HVLRM

ANNEXURE-E

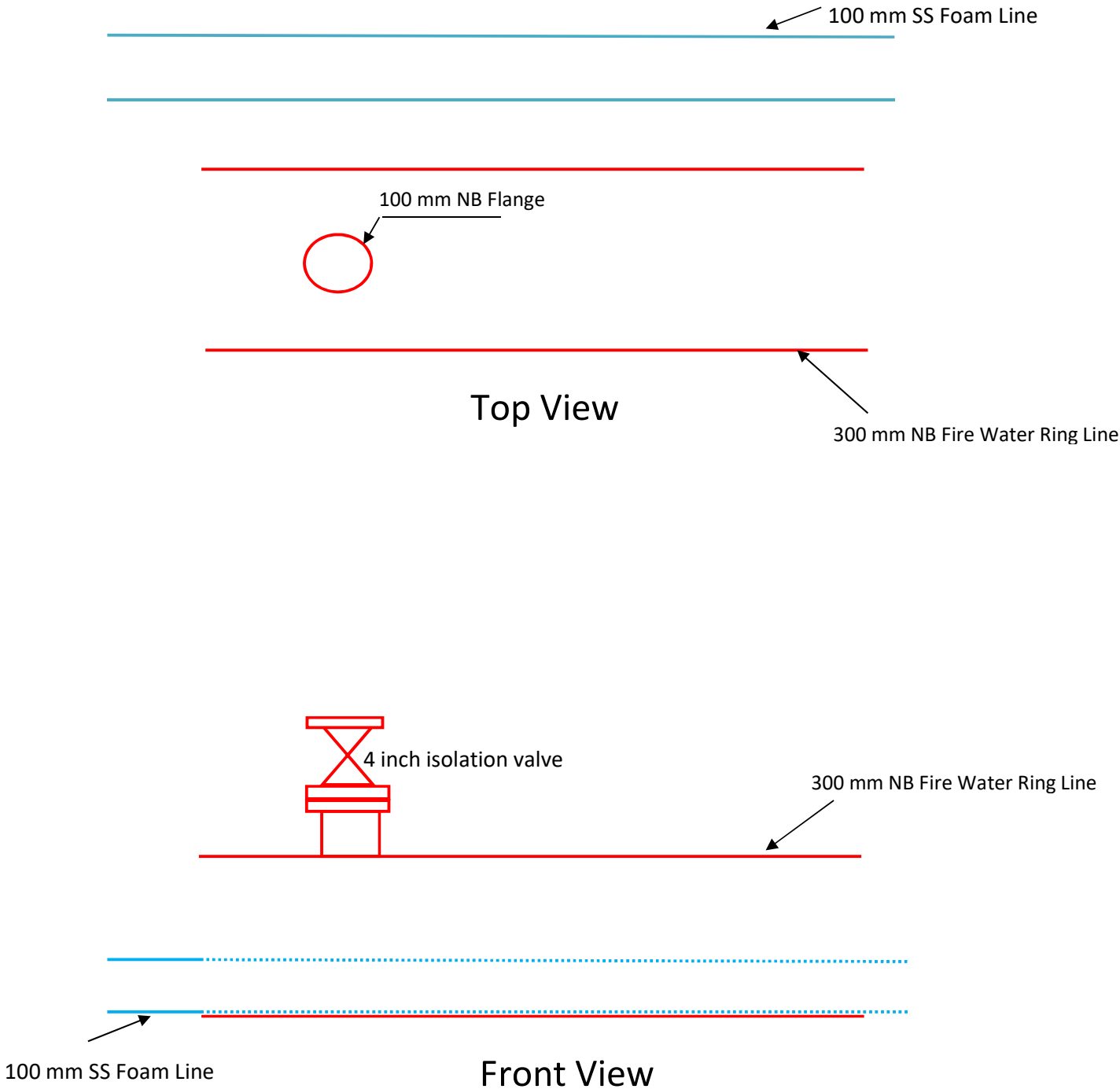


Diagram no 3: Rough sketch of the arrangement available for
installation of 900 LPM MEFG

Technical Bid Checklist**Annexure-EEE**

Tender No.			
Bidder's Name :			
BEC / TENDER REQUIREMENTS		Compliance by Bidder	
SL. NO.		Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Confirm that validity has been offered as per NIT.		
2	Confirm that Bid Security / Earnest Money has been submitted as per NIT (Wherever Applicable) ?		
3	Confirm that you shall submit Performance security (in the event of placement of order) (Wherever Applicable) ?		
4	Confirm that duly signed Integrity Pact has been submitted as per NIT (Wherever Applicable) ?		
5	Confirm that you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)		
6	Confirm that you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.		
7	Confirm that the bid has been signed using Class 3 digital certificate with Organisation's Name as per NIT.		
8	Confirm that you have not taken any exception/deviations to the NIT .		

NOTE: Please fill up the greyed cells only.

(*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of the purchase order cited above.

Response Sheet**Annexure-FFF**

Tender No.
Bidders Name

Bidders Response Sheet

Sl No.	Description	Remarks
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted prices	
3	Whether Insurance charges have been included in your quoted prices	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
6	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
8	Integrity Pact Submitted (if applicable)	
9	Whether you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)	
10	Whether you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.	
11	Delivery Period in weeks from placement of order	
12	Complied to Payment terms of NIT (if applicable) otherwise to Standard Payment Terms of OIL or not.	
13	If bidder is MSE whether you have quoted your own product	
14	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager	

NOTE: Please fill up the greyed cells only.

(*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER HEAD)
(ALL FIELDS ARE MANDATORY)**

Tender No. :.....
Name of Beneficiary :M/s.....
Vendor Code :.....
Address :.....
.....
Phone No. (Land Line) :.....
Mobile No. :.....
E-mail address :.....
Bank Account No. (Minimum
Eleven Digit No.) :.....
Bank Name :.....
Branch :.....
Complete Address of your
Bank :.....

IFSC Code of your Bank
a) RTGS :.....
b) NEFT :.....
PAN :.....
VAT Registration No. :.....
CST Registration No. :.....
Service Tax Registration No. :.....
Provident Fund Registration :.....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Office Seal

.....
Signature of Vendor

Counter Signed by Banker:
Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.