



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

TELEPHONE NO. (91-374) 2808757

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Email: Basanta.das@oilindia.in; erp\_mm@oilindia.in

**FORWARDING LETTER**

**Tender No.** : SDI4859P21 DT: 12.08.2020  
**Tender Fee** : NIL  
**Bid Security** : Applicable  
**Bidding Type** : SINGLE STAGE TWO BID SYSTEM  
**Bid Closing on** : 22.10.2020 (11.00 HRS IST)  
**Bid Opening on** : 22.10.2020 (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 [www.oil-india.com](http://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.

OIL invites Bids for **PROCUREMENT OF CUBICLES AND RELATED FURNITURES** 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.

**This Tender has been floated for participation of Indigenous bidders only. Hence, only Indigenous bidders are eligible to participate against this tender.**

**Consortiums/Joint venture entities are not eligible to participate against this tender.**

**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/ 2807171/ 2807192/2804903. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in); [esupport@oilindia.in](mailto:esupport@oilindia.in)

b) **OIL's office timings are as below:**

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

Vendors should contact OIL officials at above timings only.

**OIL Bank Details :**

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

- 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 – I of NIT**.
- 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 ->

**Special Notes:**

1.0

(I)

- 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) The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit valid “Udyam Registration No” ( URN) as per Gazette notification no CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June, 2020, shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2021.
- d) **MSE Units** (Manufacturers/Service Providers only and not their dealers/distributors) 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 shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. 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. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman Entrepreneurs should also be enclosed.

The turnover related figures of the bidders claiming as MSE bidders as mentioned above shall be considered based on Bidders self-declarations to be submitted with their bid as per new gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020. However, in case of any intentional misrepresentations or attempts to suppress facts in the self-declaration, the bidder shall be liable to penalty as specified under section 27 of the Act.

The above mentioned **MSE Units** (Manufacturers/Service Providers only and not their dealers/distributors) 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.**

- e) 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.**

(II)

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation alongwith a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

**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:

1. **Shri Sutanu Behuria, IAS (Retd.),**  
**E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)**
2. **SHRI Om Prakash Singh, IPS (Retd.),**  
**E-mail ID: [ops2020@rediffmail.com](mailto:ops2020@rediffmail.com)**
3. **SHRI RUDHRA GANGADHARAN, IAS (RETD.)**  
**Ex-Secretary, Ministry of Agriculture**  
**E-mail ID: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@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 name of OIL's current authorized transporter is:

- a) M/s Western Carriers (India) Ltd.

**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 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.**

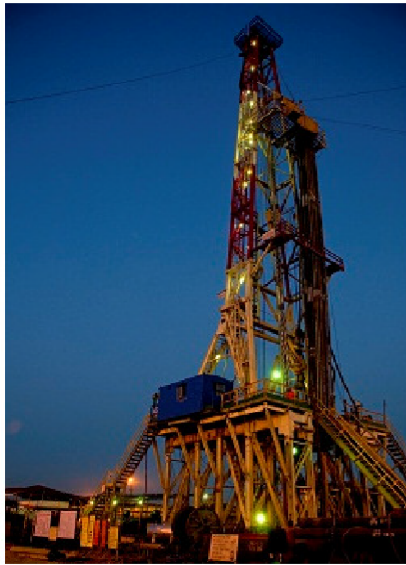
**18.0 Bidders should fill-up and submit alongwith their bid an UNDERTAKING towards authenticity of information/documents furnished by them, as per enclosed ANNEXURE-K.**

**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 thee-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 \*

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

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Click here for  
the New  
Manual &  
Instruction

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### NOTE:

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

Yours Faithfully

Sd-  
(BASANTA DAS)  
SR PURCHASE OFFICER (IP)  
**FOR : CGM-MATERIALS (HoD)**



**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.

<b><u>Criteria</u></b>	<b>Complied / Not Complied. (Remarks if any)</b>
<p><b>1.0 BID REJECTION CRITERIA (BRC):</b></p> <p>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.</p> <p><b>A) TECHNICAL:</b></p> <p>1. Bidder should have the experience of successfully executing at least 1(one) similar order for <b>Rs 33.14 Lakhs</b> in preceding 5(five) years as on the original Bid Closing Date.</p> <p><b>Note –for (3):</b> Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Tax Invoices issued under relevant rules of GST &amp; copy of the e-way bill (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p> <p><b>B) <u>FINANCIAL</u> :</b></p> <p>a) Annual financial turnover of the firm during any of the preceding 3 financial/ accounting from the original Bid closing date should be at least Rs. 33.14 Lakhs.</p> <p>b) Net Worth of the firm should be Positive for preceding financial/ Accounting year 2019-2020.</p> <p><b>Note –for (a) and (b):</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</p>	

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 **2019-2020** has actually not been audited so far'.

**Note:** 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."

### **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 1,32,600.00** in OIL's prescribed format as Bank Guarantee in favour of OIL. The Bid Security may be submitted manually in sealed envelope super scribed with Tender no. and Bid Closing date to CGM Materials (HoD), 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. up to 31.05.2021).**

**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 as given below:

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.**

**However, PBG will be applicable only if value of Purchase Order exceeds Rs 5(five) lakhs.**

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

ix) 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). **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 the Integrity Pact.**

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

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

**"The Bank Guarantee issuing Bank branch must ensure the following:  
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 HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL.

Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, 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. **The Original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria even in case of any extension of the Original Bid Closing Date.**

### **A) TECHNICAL:**

- i) The bids will be evaluated strictly as per NIT specification, Terms & conditions.

### **B) COMMERCIAL:**

- i). To evaluate the inter-se-ranking of the offers, bids shall be evaluated on the basis of FOR Duliajan value including applicable GST.

- ii) 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".

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

- iv) 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.**

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OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. Duliajan-786602, Assam  
Fax No. 91-374-2800533, E-mail:material@oilindia.in

**ANNEXURE-I**

**Tender No. : SDI4859P21/P2**  
**Tender Date : 12.08.2020**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> OC000219	<b><u>3 Seater Waiting Chairs:</u></b> Supply and installation of 3 seater Waiting Chair with following specifications: Item Should be a public seating system available in 3- seater on beam with 2 armrest and 4 armrest configurations . SEAT SHELL : The Seat Should be made from high density self-skin PU foam. BACK SHELL : The Back should be made from high density self-skin PU foam CROSS BEAM : Cross Beam made up of black powder coated M.S E.R.W. square tube LEG & ARM REST : Leg & Armrest should be made up of powder coated High pressure Aluminium Die cast. Leg should be fitted with soft grip PVC level adjusting shoes. Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA. Make : Godrej, Featherlite, or equivalent 1. Godrej: Equivalent Model: Air 3 Seater Waiting Chairs 2. Featherlite: Equivalent Model: BRUNEY METAL -7A	3	NO
<b>20</b> OC000219	<b><u>Overhead Storage:</u></b> Supply and installation of Overhead Storage for Technician Hall Item Should consist of main and add-on unit type of construction with metal body and wooden doors and size should be 450mm(W) x 300 mm(D) x 700 mm(H) (Min). Depth includes door thickness. Body depth is 308mm. The add-on units can be stacked width wise to main unit to form bank of storage having common side panel. The store-up should be installed on concrete or Solid Brick Wall only. Aesthetically appealing completely knock- down. Doors Should be made from thick interior grade Pre- laminated Particle Board (PLB) as per IS12823. All edges of the door Should be duly sealed with 2mm thick PVC Edge banding. Finish Should be Epoxy Powder coated to the thickness of 50 microns. Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA Make : Godrej, Featherlite, or equivalent 1. Godrej: Equivalent Model: Storeup overhead storage 2. Featherlite: Equivalent Model: Featherlite overhead storage	1	NO
<b>30</b> OC000219	<b><u>Modular workstation:</u></b> Construction, Supply and Installation of L Shaped Workstation (Total 20 workstations as per attached layout) with the following specifications: 1.0 Main Table 1500mm (L) *750mm (B) & Return Table 900mm (L) *450mm	20	NO

**ANNEXURE-I**

**Tender No. : SDI4859P21/P2**  
**Tender Date : 12.08.2020**

Item No./ Mat. Code	Material Description	Quantity	UOM
	(B) [Min} 2.0 Partition height: 1200 mm 3.0 Table top will be of 25 mm thick Pre Laminated boards with 2 mm PVC edge banding. 4.0 Mobile pedestal (2 drawer + 1 filing ), Size : [Size: 400mm (W) x 550mm (D) x 550mm (H)] and will be made of 18mm PLB 5.0 Keyboard tray with mouse pad 6.0 CPU trolley. 7.0 Provision for data , telephone and electric cables . It should include sockets, switches, data and telephone jacks with wires . 8.0 Certification: Product Should be certified by India Design Mark Certification, Griha & BIFMA Level 3 Certified. Manufacturer Should have ISO 9001, 18001, BIFMA Membership Certification Make : Godrej, Featherlite, or equivalent 1. Godrej: Equivalent Model: Wish Modular Workstation 2. Featherlite: Equivalent Model: NEO 50		
<b>40</b> OC000219	<b><u>Mid Back Chair:</u></b> Supply of Chair for Workstations comprising of the following specifications : (i) Mid back revolving chair having pneumatic seat height adjustment facility (ii) Fixed arms (iii) Nylon Base Make : Godrej/Featherlite/Methodex/Durian or Equivalent	20	NO
<b>50</b> OC000219	<b><u>Visitor Chair:</u></b> Supply of Visitor Chair for Workstations comprising of the following specifications : (i) Low back (ii) Fixed Arms Make : Godrej/Featherlite or equivalent Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA. Product Should be Certified by GRIHA COUNCIL	40	NO
<b>60</b> OC000219	<b><u>Sliding door storage Unit:</u></b> Supply and installation of Sliding door Storage for Workstation The size should be 1150 mm(H) (Min) x900mm(W)x450mm(D) having centre partition with half shelves on each side knock down construction. It should have sliding door. The handle should be plastic flush & recessed handle and having 5 lever cam lock. Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a	20	NO

**ANNEXURE-I**

**Tender No. : SDI4859P21/P2**  
**Tender Date : 12.08.2020**

Item No./ Mat. Code	Material Description	Quantity	UOM
	member of BIFMA.		
<b>70</b> 0C000219	<p><b><u>2 bay 20 Bodies Optimizer storage:</u></b></p> <p>SUPPLY AND INSTALLATION OF MOBILE STORAGE SYSTEM WITH 2 BAY 20 BODIES OPTIMIZER WITH REQUIRED LOAD CAPACITY/LOADING LEVELS AS PER ATTACHED LAYOUT:</p> <p>Total approximate covered area should be 5400 mm (W)* 1800mm (D)*1900mm (H) .</p> <p>NOTE: RAIL LENGTH AS PER AREA AVAILABLE.</p> <p>Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA. Product Should be Cerified by GRIHA COUNCIL</p>	1	NO
<b>80</b> 0C000219	<p><b><u>Modular Conference Table 24 Seater:</u></b></p> <p>Supply and installation of 24 seater Conference Table as per attached layout :</p> <p>1.0 The size of the 24 seater Conference table should be as per attached layout</p> <p>2.0 Specifications :</p> <p>Table Top : Table top 25mm thick(Min) pre laminated particle board finished with with PVC membrane pressed on to top and having chamfered edge.</p> <p>3.0 Wire Management - Flip Up with PVC cable tray for each seat with necessary vertebras for cable. Plastic ABS access flap should be provided for easy access to wires and cables</p> <p>2 nos sockets and 2 nos switches and 1 no data jack and 1 no telephone jack along with necessary wires and their internal connection from the wall to the workstations .</p> <p>Floor trenching, if required to be done by the supplier on the floor to carry to wires.</p> <p>4.0 Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA</p>	1	NO
<b>90</b> 0C000219	<p><b><u>Mid Back Chair:</u></b></p> <p>Supply of Chair for Conference Hall and Meeting Room comprising of the following:</p> <p>(i) Mid Back</p> <p>(ii) Synchro Mechanism</p> <p>(iii) The pneumatic height adjustment</p> <p>Make : Godrej/Featherlite or equivalent</p> <p>The manufacturer should be having certifications like; BIFMA, ISO</p>	34	NO



**ANNEXURE-I**

**Tender No. : SDI4859P21/P2**  
**Tender Date : 12.08.2020**

Item No./ Mat. Code	Material Description	Quantity	UOM
	9001:2008, ISO 14001:2004, ISO 18001:2007 and should have Green Guard Certification for few of its products. Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA.		
<b>100</b> 0C000219	<b><u>Back Storage Unit:</u></b> Supply and installation of Back Storage unit for Conference Hall and Meeting Room with following specifications: Size: 1800(W) x 450 (D) x 1800 Ht Specification: Table Top: Storage is made of 25 mm thick Pre-laminated board Edge banded with matching 2 mm thick PVC lipping for body panels like side,back and shelves. Shutter: 25 mm thick pre laminated partical board/MDF. Handles to be provided for ease of opening. Storage to be provided with lock for security. Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA. Product Should be Cerified by GRIHA COUNCIL	2	NO
<b>110</b> 0C000219	<b><u>3 Seater Sofa:</u></b> Supply and installation of 3 seater waiting sofa: overall approximate size should be for 3seater- 1700 mm(w)*700mm (d)*700 mm(h) leather : synthetic Frame material : tropical solid wood Seat foam : polyurethane foam . Back foam : polyurethane foam. Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA.	1	NO
<b>120</b> 0C000219	<b><u>1 Seater Sofa:</u></b> Supply and installation of 1 seater waiting sofa: overall approximate size should be for 3seater- 800 mm(w)*700mm (d)*700 mm(h) leather : synthetic Frame material : tropical solid wood Seat foam : polyurethane foam . Back foam : polyurethane foam. Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a	2	NO

**ANNEXURE-I****Tender No. : SDI4859P21/P2****Tender Date : 12.08.2020**

Item No./ Mat. Code	Material Description	Quantity	UOM
	member of BIFMA.		
<b><u>130</u></b> 0C000219	<b><u>Coffee table:</u></b> Supply of Coffee Table with following specifications: Materials & dimension (+/- 2mm): L 1200 mm X W 600 mm X H 300 mm. Table materials&size : top: solid veneer mdf table top. Legs: solid rubber wood. Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA.	1	NO
<b><u>140</u></b> 0C000219	<b><u>Corner table:</u></b> Supply of Corner Table with following specifications: Materials & dimension (+/- 2mm): L 500 mm X W 450 mm X H 450 mm. Table materials&size : top: solid veneer mdf table top. Legs: solid rubber wood. Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA.	2	NO
<b><u>150</u></b> 0C000219	<b><u>Executive Table:</u></b> Supply and installation of executive table for L2 officers Main Table Size (Min): 2200W x 800D x 750H MM nos. each Side Table Size (Min): 1000W x 500D x 750H MM with (i) Pedestal (ii) Keyboard tray with mouse pad (iii) CPU Trolley. Table top should be made of 25mm Pre laminated boards with 2mm PVC edge banding Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA. Product Should be Cerified by GRIHA COUNCIL Make : Godrej/Featherlite or equivalent.	9	NO
<b><u>160</u></b> 0C000219	<b><u>Back Unit:</u></b> Supply and installation of back unit for L2 officers with following specifications: Over all Minimum Size Should be (2000 mm Wx 400mmDx 1800mm H). Top Panel- Made of 25mm Thick Pre-laminated twin board Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a	9	NO

**ANNEXURE-I**

**Tender No. : SDI4859P21/P2**  
**Tender Date : 12.08.2020**

Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>member of BIFMA. Product Should be Cerified by GRIHA COUNCIL            Make : Godrej/Featherlite or equivalent</p> <p>Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA. Product Should be Cerified by GRIHA COUNCIL</p>		
<b>170</b> OC000219	<p><b><u>Pure Leather Mid Back Chair:</u></b></p> <p>Supply of Chair for L2 Officer with following specifications:</p> <p>(i) Mid Back            (ii) Synchro Mechanism            (iii) The pneumatic height adjustment</p> <p>Chair back Size should be (Approx) 45.0 cm W* 50 cm D, Seat Assembly should be Cushioned seat made of injection molded plastic inner and outer upholstered with pure leather and moulded High Resilience (HR) Polyurethane foam.</p> <p>Back assembly should be cushioned made of PU Foam upholstered with pure leather.</p> <p>Armrest is molded PU upholstered in pure leather,</p> <p>The adjustable tilting mechanism should be designed with the following features: 360° revolving type, Front - pivot for tilt with feet resting on ground &amp; continious lumber ensuring more comfort,]            Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA. Product Should be Cerified by BIFMA Level</p>	9	NO
<b>180</b> OC000219	<p><b><u>Pure leather Visitor Chair:</u></b></p> <p>Supply of Visitor Chair for L2/L3/L4 Officer with following specifications:</p> <p>Seat Assembly should be Cushioned seat made of injection molded plastic inner and outer upholstered with pure leather and moulded High Resilience (HR) Polyurethane foam</p> <p>Back assembly should be cushioned made of PU Foam upholstered with pure leather.</p> <p>Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA. Product Should be Cerified by BIFMA Level</p>	30	NO
<b>190</b> OC000219	<p><b><u>10 Seater table for Meeting room:</u></b></p> <p>Construction, Supply and installation of 10 seater Conference Table as per attached layout :            1.0 The minimum size of the 10 seater Conference table should be (2400 mm</p>	1	NO

**ANNEXURE-I**

**Tender No. : SDI4859P21/P2**  
**Tender Date : 12.08.2020**

Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>length*1100 mm width*700mm height)</p> <p>2.0 Specifications :            Table Top : Table top 25mm thick(Min) pre laminated twin board finished with with PVC membrane pressed on to top and having chamfered edge.</p> <p>3.0 Wire Management - 2 no Flip up of 300mm in the table with provision for Switch cut out are to be provided for power and data cable management. 1 no vertebra is to be considered.            Should also include 2 nos sockets and 2 nos switches and 1 no data jack and 1 no telephone jack along with necessary wires and their internal connection from the wall to the workstations Floor trenching, if required to be done on the floor to carry to wires.</p> <p>4.0 Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA</p>		
<b>200</b> OC000219	<p><b><u>Main Table &amp; Joining Table:</u></b></p> <p>Supply and installation of executive table for L3/L4 officers</p> <p>Over all Size of the suite will be Main Table(1800 x 900 x 750), ERU(1200 X 600 X 730), Pedestal(400 x 560 x 560) &amp; Joining Table(1200 X 1050 X 750)</p> <p>Top Panel should be made of 25mm thick particle board clad with decorative post formed laminate on top side &amp; balancing laminate on bottom side.</p> <p>ERU top panel should be 25mm thick particle board decorative post formed laminate on top side &amp; balancing laminate on bottom side with 30mm MDF Post.</p> <p>Pedestal should be 25mm thick particle board clad with decorative post formed laminate on top side &amp; balancing laminate on bottom side. Post forming edge on front side.</p> <p>Should also include Keyboard tray with mouse pad and CPU Trolley.</p> <p>Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA. Product Should be Cerified by GRIHA COUNCIL</p>	4	NO
<b>210</b> OC000219	<p><b><u>Book Case:</u></b></p> <p>Supply and installation of Book Case for L3/L4 officers room:</p> <p>Over all minimum size should be (750 mmW x 400mm D x 1500 mmH).</p> <p>Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA</p>	8	NO
<b>220</b> OC000219	<p><b><u>Pure Leather High back Chair:</u></b></p> <p>Supply of Chair for L3/L4 Officer with following specifications:</p>	4	NO

**ANNEXURE-I**

**Tender No. : SDI4859P21/P2**  
**Tender Date : 12.08.2020**

Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>(i) High Back  (ii) Synchro Mechanism  (iii) The pneumatic height adjustment</p> <p>Seat Assembly should be Cushioned seat made of injection molded plastic inner and outer upholstered with pure leather and moulded High Resilience (HR) Polyurethane foam.</p> <p>Back assembly should be cushioned made of PU Foam upholstered with pure leather.</p> <p>Armrest is molded PU upholstered in pure leather,</p> <p>The adjustable tilting mechanism should be designed with the following features: 360° revolving type, Front - pivot for tilt with feet resting on ground &amp; continuous lumbar ensuring more comfort.</p> <p>Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA. Product Should be Certified by BIFMA Level</p>		
<b>230</b> OC000219	<p><b><u>3 seater sofa:</u></b></p> <p>Supply and installation of 3 seater sofa for L3/L4 officer's room:</p> <p>Width: 1800 mm Depth: 700 mm Height: 750 mm.</p> <p>Seat Foam: The Seat is made of double layer PU Foam . Seat is upholstered with Fine quality Fabric or Leatherite.</p> <p>Back Foam: The Back is made of double layer PU Foam. Back is upholstered with Fabric or Leatherite.</p> <p>Manufacturer should be certified with ISO18001, ISO 9001, ISO 14001 and a member of BIFMA.</p>	4	NO

**Special Notes : Special Note:**

1. Bidder will be responsible for design, supply and installation of the supplied items (Layout diagram is enclosed as Annexure-A). Bidder's quoted price for the above items will include all charges.
2. All catalogues/literature (coloured only) of all the quoted items to be submitted alongwith the bid clearly indicating the quoted items. Make of the items quoted should be clearly indicated in

**ANNEXURE-I**

**Tender No. : SDI4859P21/P2**

**Tender Date : 12.08.2020**

the bid. Sample wherever required may also be sought by the buyer before Bulk Supply.

3. Colours to be decided by the buyer before supply. Layout design will be approved by buyer.
4. Item wise rate should be quoted. Bidder should also quote for all the items. Part items will not be accepted.
5. All the items will be procured from the same source. Evaluation of the tender will be done accordingly.
6. Bidder to provide warranty for a period of one year from the date of supply for all the products.
7. Bidders should be the manufacturer/authorized dealer. Letter of Authorization from Manufacturer on the same and specific to the tender should be enclosed.

**Technical Bid Checklist****Annexure-EEE**

Tender No.			
Bidder's Name :			
		<b>Compliance by Bidder</b>	
SL. NO.	BEC / TENDER REQUIREMENTS	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**

SI 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

**ANNEXURE - GGG**

**(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.

**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 **SDI4859P21** 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 h e/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.

**BASANTA DAS**  
**SPO (IP)**

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**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. DULIAJAN  
Date . 11.08.2020