



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

TELEPHONE NO. (91-374) 2808719

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Email: ranjanbarman@oilindia.in ; erp_mm@oilindia.in

FORWARDING LETTER

Tender No. : SDI6674P18 DT:13.12.2017

Tender Fee : Rs 1,000.00

Bid Security : Applicable

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Tender Type : Open Tender

Bid Closing / Opening on : As mentioned in the e-portal

Performance Security : Applicable

Integrity Pact : Applicable

OIL invites Bids for **PROCUREMENT OF BUS – QTY = 08 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	STAE 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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1.0 Vendors having OIL’s User ID & password may pay Tender Fee on-line through OIL’s electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

Vendors who do not have OIL’s User ID & password, may generate User ID & password online by the Vendor by using the link for supplier enlistment given in OIL’s e-tender

portal and then pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site www.oil-india.com.

NOTE:

In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they shall apply to DGM-Materials, Oil India Limited, P.O. Duliajan, Assam-786602 for waiver of Tender Fee 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. MSE bidders are exempted from submission of Tender Fees and Bid Security/Earnest Money provided they are registered for the items they intend to quote.

"Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. The detail of the said policy is furnished vide Addendum dtd.... to "General Terms & Conditions for Indigenous Tender (MM/TENDER/.....)" of this tender.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in the above Addendum and shall have to submit all undertakings / documents applicable for this policy”.

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.

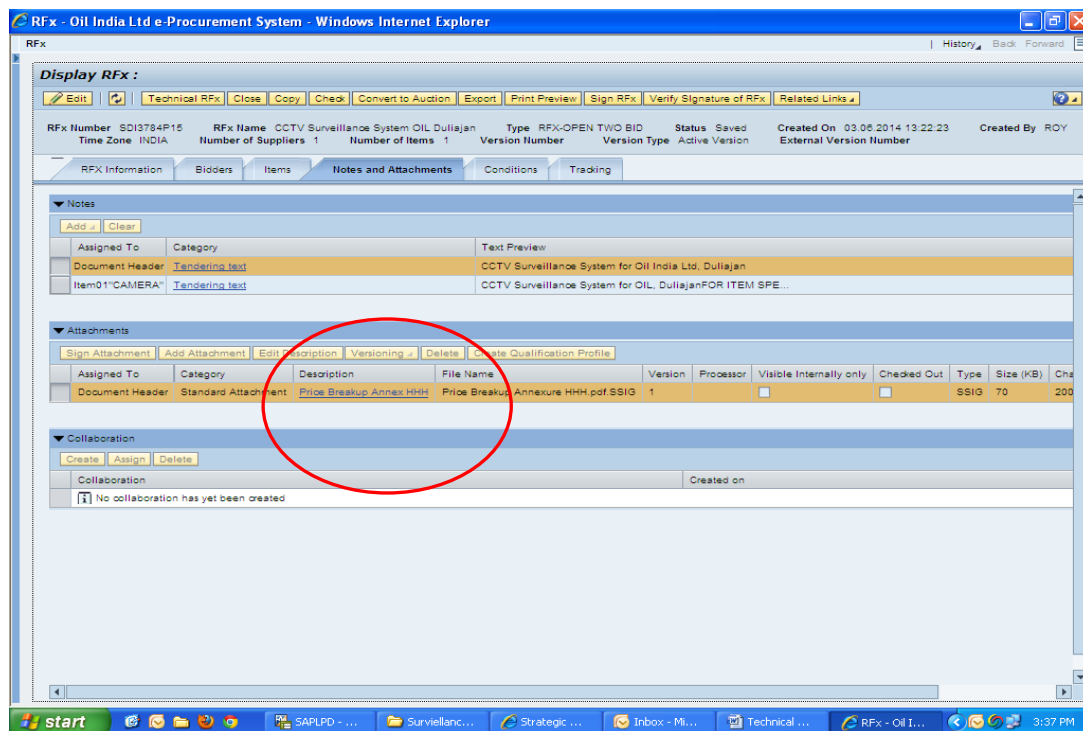
14.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:

- (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:
- M/s Western Carriers (India) Ltd.
 - M/s DARCL Logistics Limited

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

15.0 Price Breakup:

Bidders should submit the price breakup of all the items as per "Annexure HHH" which has been uploaded under "Notes & Attachments" > "Attachments" as shown below. The price breakup "Annexure HHH" should be filled up, signed and uploaded under "Notes & Attachments" > "Attachments" only. **The filled up price breakup of all the items should not be uploaded in Technical Attachment.**



Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “ **New Vendor Manual (effective 12.0.2017)** ” available in the login Page of the OIL’s E-tender Portal.



Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

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

[Click here to View Compostability Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

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 NIT terms and conditions of NIT.

Yours Faithfully

**Sd-
(R BARMAN)
CHIEF MANAGER MATERIALS (IP)
FOR : DGM-MATERIALS**

TENDER NO. SDI6674P18 DT:13.12.2017**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> 1.0.1 The bidder must be the Chassis Manufacturer (OEM) of Bus or their authorised dealer/distributor. 1.0.2 In case the bidder is authorised dealer/distributor of Chassis Manufacturer (OEM) of Bus, the bidder must meet the following: a) The bidder must submit a valid certificate provided by the Chassis Manufacturer (OEM) of Bus certifying the dealership/distributorship of the bidder along with the offer. b) The bidder must provide firm confirmation in the form of certification from the Chassis Manufacturer (OEM) of Bus that the Chassis Manufacturer (OEM) of Bus has the experience of manufacturing similar item in previous 05(five) years to be reckoned from the original bid closing date of this tender. c) The bidder must have the experience of successful supply & commissioning of minimum 04 (four) Nos. of similar item in one purchase order in the preceding 05 (five) years from the original bid closing date of	

this tender.

The Bidder shall submit copy of purchase order together with supporting documents viz. Invoice, Commissioning Report from the client and/or any documentary evidence which confirms that the bidder's past supply has been successfully executed. Additionally, the bidder shall also furnish the address including contact details of its client to whom the above supply was made.

Note to above (b) & (c):

"Similar item" in above means- Bus fully built by the Chassis Manufacturer (OEM) of the Bus or their i.e OEM's authorized body builder with seating capacity not less than 48 (including Driver).

1.0.3 In case the bidder is Chassis Manufacturer (OEM) of Bus, the bidder must meet the following:

The bidder must have experience of manufacturing similar item in previous 05(five) years to be reckoned from the original bid closing date of this tender. The bidder must provide firm confirmation in the form of self-certification regarding this in the bid.

Note:

"Similar item" in above means- Bus fully built by the Chassis Manufacturer (OEM) of the Bus or their i.e OEM's authorized body builder with seating capacity not less than 48 (including Driver).

1.0.4 The offer must be for 08(eight) Nos. of 48 to 52 seater (including driver) brand new diesel fuel driven staff Buses fully built by the Chassis Manufacturer (OEM) of the Bus or their i.e OEM's authorized body builder in all respects and meeting specifications as in the tender. Part offer in any manner will not be considered and shall be rejected.

1.0.5 Offers of Buses without fully built by the Chassis Manufacturer (OEM) of the Bus or their i.e OEM's authorized body builder in all respects shall be rejected.

1.0.6 The model of Bus offered must have approval as a fully built Bus of the chassis manufacturer (OEM) of Bus with valid certification from Automotive Research Association of India (ARAI)/International Centre for Automotive Technology (ICAT)/ Vehicles Research & Development Establishment (VRDE) of India as on the bid closing date of this tender. Copy of valid certification issued by ARAI/ICAT/VRDE in this regard indicating technical specifications of the model of Bus offered by the bidder must be submitted along with the bid. In case model of Bus offered is only variants with minor cosmetic changes, separate certificate from ARAI/ICAT/VRDE for the minor cosmetic changes is not required to be submitted.

Bids of bidders not submitting the aforementioned requisite certificate shall be rejected.

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. 118.98 Lakhs**.

b) Net Worth of the firm should be Positive for preceding Financial / Accounting year (FY=2016-17).

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 4,76,000.00** 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 08.09.2018)**

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 any one of the following forms :

A Bank Guarantee in the prescribed OIL's format valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement.

The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.

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: WITHIN 10 (TEN) MONTHS FROM THE DATE OF PLACEMENT OF ORDER BY OIL INDIA LIMITED (OIL).

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:

1. The manufactured product should be strictly as per OIL's tender specification.

B) COMMERCIAL:

i). To evaluate the inter-se-ranking of the offers, Assam Entry Tax on purchase value will be loaded as per prevailing Govt. of Assam guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.

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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TECHNICAL SPECIFICATIONS WITH QUANTITY**TENDER NO. SDI6674P18 DT:13.12.2017**

	Complied / Not Complied. (Remarks if any)
<u>ITEM NO. 10</u> PROCUREMENT OF 08(EIGHT) NOS. OF 48 TO 52 SEATER (INCLUDING DRIVER) BRAND NEW DIESEL FUEL DRIVEN STAFF BUSES (WITHOUT AIR CONDITIONER), FULLY BUILT BY THE CHASSIS MANUFACTURER (OEM) OF BUS OR THEIR I.E OEM'S AUTHORIZED BODY BUILDER IN ALL RESPECTS AND MEETING SPECIFICATIONS OF THE TENDER. MAKE & MODEL: ASHOK LEYLAND MAKE & MODEL-VK1609.9D4RB OR EQUIVALENT / EQUIVALENT MODEL OF TATA MAKE /EQUIVALENT MAKE & MODEL OF OTHER OEM. <u>TECHNICAL SPECIFICATIONS:</u> 1.0 The Make, Model & Design of all the 08(eight) Nos. of Buses offered must be same & identical. 2.0 The Buses are to be without air conditioner. 3.0 The Buses to be supplied are fully built by the chassis manufacturer (OEM) of Bus or their i.e OEM's authorized body builder and fitted with all fittings, accessories etc. in all respects without requiring any further fitment/modification in the Buses on delivery. In case, the Buses are built by the chassis manufacturer (OEM)'s authorized body builder, the bidder should submit the details of the OEM's authorized body builder including authorization certificate issued by the OEM to the body builder for building the Buses to be supplied, along with the bid. 4.0 All the Buses in all respect must conform to Indian Motor Vehicle Act, 1988; Central Motor Vehicle Rules, 1989 and Bus Body Code AIS-052 and other applicable codes of Automotive Industry Standard (AIS)s with all amendments till the date of supply of the Buses as stipulated by Department of Road Transport & Highways, Government of India and as applicable in the state of Assam in India. 5.0 The model of Bus offered must have approval as a fully built Bus of the chassis manufacturer (OEM) of Bus with valid certification from Automotive Research Association of India (ARAI)/International Centre for Automotive Technology (ICAT)/ Vehicles Research & Development Establishment (VRDE) of India as on the bid closing date of this tender. Copy of valid certification issued by ARAI/ICAT/VRDE in this regard indicating technical specifications of the model of Bus offered by the bidder must be submitted along with the bid. In case model of Bus offered is only variants with minor cosmetic changes, separate certificate from ARAI/ICAT/VRDE for the minor cosmetic changes is not required to be submitted.	

6.0	Seat Layout- 3x2.	
7.0	Make & Model: Ashok Leyland Make & Model-VK1609.9D4RB or equivalent / equivalent model of TATA Make /equivalent Make & Model of other OEM.	
8.0	Drive: 4x2 Drive, Rear Wheel Drive, Right Hand Driven, Full Forward Control.	
9.0	Engine: (i) Minimum 6-cylinder water cooled diesel engine. (ii) Maximum Engine output power- Not less than 120 HP at the rated rpm. (iii) Maximum Engine output torque- Not less than 400 NM at the rated rpm. (iv) Emission Norms- BS-IV or EURO-IV or as applicable in the state of Assam (India) at the time of delivery of Buses.	
10.0	Steering: (i) Power Assisted Steering. (ii) Steering on right hand side inside the Driver's cabin. (Left Hand Driven Bus is not acceptable)	
11.0	Gearbox: Minimum 5 forward speed & 1 reverse speed.	
12.0	Wheelbase: In the range of 4900 mm to 5400 mm.	
13.0	GVW: Not less than 15000 Kg.	
14.0	Brake: Suitable dual circuit full air operated service brakes on all wheels with ABS and suitable Parking Brake with "S"Cam.	
15.0	Axles: Front - 1, Rear - 1(Drive axle).	
16.0	Suspension: Multi-leaf suspension system for both front & rear with suitable heavy duty shock absorbers. Air suspension system is not acceptable.	
17.0	Wheels & Tyres: Front- 2 Nos., Rear - 4 Nos. & Spare - 1 No., Tyre Size: Preferably 10.00 x 20 -16 PR, BIS marked pneumatic tyres.	
18.0	Electricals: 12V or 24V as per OEM.	
19.0	Speed Limiting Device (SLD): To be provided with valid certification as per Indian Motor Vehicle Rules as applicable in the state of Assam (India).	
20.0	GPS: To be provided with valid certification as per Indian Motor Vehicle Rules as applicable in the state of Assam (India).	
21.0	Bus dimensions must comply with Indian Motor Vehicle Act, 1988 and Central Motor Vehicle Rules, 1989 as applicable in the state of Assam (India). Extension of original chassis to accommodate bus body/seats is not acceptable.	

22.0 Structure: GI structure as per Chassis Manufacturer (OEM) of Bus. Details of Bus structure duly endorsed by the Chassis Manufacturer (OEM) of Bus should be submitted in the Bid.

23.0 Exterior panel: GI panel as per Chassis Manufacturer (OEM) of Bus. Details duly endorsed by the Chassis Manufacturer (OEM) of Bus should be submitted in the Bid.

24.0 Bumpers: Metallic/ FRP (FR Grade) both at front & rear as per Chassis Manufacturer (OEM) of Bus. Details should be provided in the Bid.

25.0 Towing Hook: Towing hook on the front cross member of the chassis as per Chassis Manufacturer (OEM) of Bus. Details should be provided in the Bid.

26.0 Roof luggage carrier, side luggage booth, rear luggage booth not required.

27.0 Painting:

a) Bus body- As applicable in the state of Assam for Bus as per Indian Motor Vehicle Act, 1988 and Central Motor Vehicle Rules, 1989 at the time of delivery of Buses.

b) Chassis & undercarriage - Rust proof painting.

Note: Approval of Bus body colour to be taken from OIL before applying the paint.

28.0 Interior panel: GI PVC coated panel as per Chassis Manufacturer (OEM) of Bus. Preferably rust water and chemical proof, Fire Retardant (FR) grade of applicable shade as per Motor Vehicle Act, 1988; Central Motor Vehicle Rules, 1989. Details duly endorsed by the Chassis Manufacturer (OEM) of Bus should be submitted in the Bid.

29.0 Insulation: Thermocole, FR Grade. Details should be provided in the Bid.

30.0 Front windshield: Laminated clear glass (BIS/AIS approved) as per Bus code, 02(two) piece construction mounted on rubber.

31.0 Rear Windshield: Toughened clear glass (BIS/AIS approved) as per Bus code, 02(two) piece construction mounted on rubber.

32.0 Flooring: As per Chassis Manufacturer (OEM) of Bus and the bus flooring should be covered completely with minimum 3 (three) mm aluminum chequered plate. Details duly endorsed by the Chassis Manufacturer (OEM) of Bus should be submitted in the Bid.

33.0 Passenger Door: 1 No. manually operated lockable full length Jack-Knife type door with clear safety glass (BIS/AIS approved) to be located at wheelbase. Suitable sealing arrangement to avoid entering dust, rain water, wind etc. to be provided.

34.0 Driver's Door: Lockable 1 No. hinged type door with sliding clear safety glass (BIS/AIS approved) window. Suitable sealing arrangement to avoid entering dust, rain water, wind etc. to be provided.

35.0 Emergency exits (Door & Windows): To be provided with man running stickers, legend in the emergency exits and florescent markers in door steps. Breaking devices (emergency hammers) shall be provided at an easily accessible suitable location. Details should be provided in the Bid.

36.0 Side Windows: Clear safety glass (BIS/AIS approved) window as per Bus code, top 1/3 fixed & bottom 2/3 sliding with window locks. Suitable sealing arrangement to avoid entering dust, rain water, wind etc. Details should be provided in the Bid.

37.0 Wire mesh protection: Suitable corrosion resistant GI wire mesh (approximately 1 inch span between wires & of adequate strength) protection for front windshield (02 piece construction) with hinge type window cut for Driver, side window glasses, easily detachable in rear windshield & emergency doors & windows to protect the glasses from stone pelting etc. Details should be provided in the Bid.

38.0 Step & Step partition: Adequate steps covered with aluminum chequered plate & fluorescent marking. MS (powder coated) tubular partition to be provided. Sufficient step lamps (LED) to be provided. Details should be provided in the Bid.

39.0 Stanchion Pipe: At entrance to be provided.

40.0 Hat Rack: MS pipe (powder coated) type on both sides to be provided.

41.0 Overhead Grab Rail: One row of grab rail made of MS pipe (powder coated) with good quality sufficient number of hand straps on the alley to be provided.

42.0 Driver Partition: MS (powder coated) tubular half partition to be provided without glass & magazine pouch. Document box on Driver's side to be provided.

43.0 Roof Lamp: Atleast 8/10 Nos. of LED lights at passenger sitting area, 1 No. of LED light in Driver's cabin to be provided.

44.0 Battery box: Mounted under floor preferably cradle swing out type, at left hand side, well-covered box in all sides with lock & provision of easy handling. Battery box inside the driver/passenger cabin is not acceptable.

45.0 Suitable mounting arrangement for carrying spare wheel with lock facility as per OEM.

46.0 Dash board, Engine Cover: As per Chassis Manufacturer (OEM) of Bus.

47.0 First Aid Box: To be provided as per Indian Motor Vehicle Act and Central Motor Vehicle Rules.

48.0 Fire Extinguishers: To be provided as per Indian Motor Vehicle Act and Central Motor Vehicle Rules. Vertical metallic mounting stands for mounting fire extinguishers are to be provided.

49.0 Reversing alarm: To be provided.

50.0 Destination board: To be provided with illumination facility, preferably sheet metal box type, 1 No. at left hand side of dash board. 51.0 Each Bus should be fitted with all standard accessories & fittings like lightings & electrical fittings, Head Lamps, Parking Lamps, Direction Indicator Lamps, Tail Lamps, Marker Lamps (Top, Side and Repeater), Stop Lamp, Windscreen Wipers, Hazard Light Flashers, Rearview Mirrors at both sides, Retro Reflective Tape, Warning Triangles, Horn etc. and any other fittings & accessories required as per Indian Motor Vehicle Act, 1988 and Central Motor Vehicle Rules, 1989. 52.0 Each Bus should be fitted with all standard gauges such as speedometer, odometer, air pressure gauges, charging system gauge, engine oil pressure gauge, engine temperature gauge, fuel gauge, etc. and any other items with warning displays (as per OEM) required as per Indian Motor Vehicle Act, 1988 and Central Motor Vehicle Rules, 1989 preferably in MKS system. 53.0 Other fitments: The following fitments are also to be fitted in each Bus- Fuel tank, sunvisor, entrance handles, door handles, fan 1 No. mounted in Driver cabin for Driver, digital clock (at suitable place), mobile charger plug point (minimum 3 Nos. Plug Socket & 1 No. switch), wheel arch covering, wheel disc, stop bell with switch near passenger door, emergency indicator lamp, mud-guards with mud flaps on all wheels, bumper steps, roof mounted speaker etc. and stickering on-battery box, spare tyre location, fuel tank, tool box, first aid box. 54.0 Driver's seat: Ergonomically designed fully manually adjustable Driver's seat with high head restraint & seat belt. Suitable climb step is to be provided for Driver's entry. The steps need to be provided with anti-slip surface. The driver should be able to ergonomically use all the steps for climbing into the Driver's cabin. Good quality driver door hand holds shall be provided. 55.0 Passenger Seat: a) Seat Frame: Iron structure. Powder coated for better finish and durability. b) Upholstery & Cushion- Fine & good quality Rexine & foam cushion, comfortable to travel. c) Seat capacity / layout- 48 to 52 seater (including driver) HHR seats without push back provision High seat back 3x2 configurations. d) Seat pitch- As per applicable Bus Code. e) Legroom- As per applicable Bus Code. f) Gangways - As per applicable Bus Code. g) Retractable Seat armrest at gangway edges to be provided.	
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h) Seat Belts- Atleast 2 point lap belts are to be provided.

i) Rear grab handle to be provided.

j) Seat Cover: Detachable seat cover for all the passengers & driver seats preferably of cotton jeans cloth to be provided. Colour- Blue or equivalent and the colour of the seat cover shall be finalized with due approval of OIL.

k) Seat arrangement should be with adequate leg space, seat pitch, gangways etc. The seats are to be ergonomically designed for more comfort & aesthetic look.

l) The seats should meet the applicable AIS standards.

m) The seats, their anchorages etc. must meet the Automotive Industry Standard, AIS-023 & its amendments (if any) till the date of supply of the Buses.

n) The bidder must indicate the Make & Model of Bus seats offered along with detailed specification, dimensional drawing & material construction of Bus seats. The seat Make/Model offered must meet the Automotive Industry Standard, AIS-023 & its amendments (if any). Valid certification issued by competent government authority & duly endorsed by the Chassis Manufacturer (OEM) of Bus for AIS-023 standards for the offered Bus Seat Make/Model must be submitted along with the Bid.

56.0 Each Bus should be provided with all standard accessories, fittings & gauges required as per Indian Motor Vehicle Act, 1988 and Central Motor Vehicle Rules, 1989 applicable in the state of Assam.

57.0 Tools:

Standard tool kit, wheel wrench with handle, 1 (one) No. minimum 10 MT capacity hydraulic bottle jack with handle of reputed make shall have to be supplied along with each Bus. The bidder should provide the list of tools that shall be supplied along with each Bus in the bid. Cost in this regard, if any, shall be borne by the supplier.

58.0 Tools Box:

Rugged steel construction lockable tool box of adequate size at suitable place for storing jack, other tools & accessories etc. with sticker on it is to be provided.

59.0 Workman ship:

The workmanship and fabrication of the Buses should be of highest standard. The materials, fittings, accessories, tools etc. supplied shall be new, of recent make and of best quality.

60.0 Drawing:

Detailed dimensional drawing of the Bus, Seat Layout, Bus Seats etc. along with material construction of the bus body, structure, seat etc. should be submitted along with the bid by the bidder(s). The same are to be duly endorsed by the Chassis Manufacturer (OEM) of Bus.

Also, the prospective supplier shall have to submit final dimensional drawings of the Bus, Seat Layout, Bus Seats etc. with detailed material construction of the bus body, structure, seat etc. within 30(thirty) days from the date of OIL's purchase order before manufacturing the Buses. The same should be prepared based on order specification & OIL's requirement and shall be duly endorsed by the Chassis Manufacturer (OEM) of Bus and approved by OIL.

61.0 Inspection:

The prospective supplier will facilitate inspection of all the 08(eight) Nos. of Buses in one lot to OIL's Engineers/ representative in two stages at the factory/plant as under:

Stage-1: During bus body fabrication.

Stage -2: Pre-dispatch inspection.

At least 30 (thirty) days advance intimation should be provided to plan the visit of OIL's inspections.

The inspection process will include atleast the following steps/tasks:

a) Physical verification of all items, fittings, accessories, tools etc. as per purchase order & documentations.

b) Operational testing of the Buses. Driver(s), all consumables & any other requirements for the purpose of testing shall have to be arranged & provided by the supplier. Demonstration & arrangement for all necessary tests, consumables & resources shall be the responsibility of the supplier at their cost.

c) Suggestion of any minor modification for operational requirement, as required, the supplier shall have to comply with the same without any extra charge.

d) The inspection report would be prepared jointly and signed by both the parties at the end of the inspection process.

e) Supplier shall confirm in writing compliance of all the points raised in the inspection report as well as any other subsequent addition/deletion following deliberation with the inspection team after arrival in Duliajan, Assam.

f) The supplier will dispatch of the Buses only after receipt of OIL's dispatch advice.

62.0 Documents/literatures:

The following documents/literatures must be submitted along with each Bus:

- a) Invoice, Temporary Registration, Insurance, Sale Certificate, Engine Emission Certificate, Initial Road Worthiness Certificate etc. in Form 21, 22 & 22(A); valid certification against SLD, valid certification against GPS and any other documents required as per Indian Motor Vehicle Act, 1988 and Central Motor Vehicle Rules, 1989 as applicable in the state of Assam shall be submitted in original along with the supply for onward registration of the Buses in the name of M/s. OIL INDIA LIMITED, Duliajan, Assam-786602 (India).
- b) 3 (three) sets of Spare Parts Catalogue, Workshop & Service Manual, Operator's Manual for each Bus.
- c) Cost in this regard, if any, shall be borne by the supplier.

63.0 Delivery:

Notwithstanding any clause(s) on delivery mentioned elsewhere in this tender document, all the 08 (eight) Nos. of Buses in one lot are to be delivered in Oil India Limited's premises at Duliajan, Assam-786602 (India) within 10 (ten) months from the date of placement of order by Oil India Limited (OIL).

64.0 Guarantee / Warranty:

Notwithstanding any Guarantee/Warranty clause(s) mentioned elsewhere in this tender document, each individual Bus shall be under guarantee/warranty by the supplier for a minimum period of 01 (one) year from the date of successful delivery of each individual Bus at Oil India Limited in Duliajan, Assam-786602 (India).

OIL reserves the right to inspect, test and if necessary, reject any part/parts after arrival of the Buses at Duliajan, Assam-786602 (India), only if the said rejection is attributed to be the responsibility of the supplier. It shall, in no way be limited or waived by the reason that the units have been inspected, tested and passed by OIL prior to dispatch as per Para-61.0 above.

In order to keep the Buses fully operational, any item/sub-item failed during the warranty/guarantee period is to be arranged and replaced/repaired the same at OIL's site by the supplier or their authorized dealer/agent at their own cost within 15(fifteen) days from the date of failure notice and warranty for such items shall be extended accordingly.

65.0 Price Schedule:

All inclusive firm price including all applicable taxes and duties etc. as applicable with delivery FOR at Oil India Limited, Duliajan, Assam-786602 (India) should be quoted by the bidder(s) for the complete brand new Buses fully built by the chassis manufacturer (OEM) of Bus or their i.e OEM's authorized body builder in all respects **as per price schedule mentioned in NIT.**

66.0 Payment terms:

a) 90% of payment of the order shall be made after safe delivery of all the Buses at the premises of Oil India Limited at Duliajan, Assam-786602 (India).

b) 10% of the balance payment shall be made after the successful submission of necessary documents for Registration of the Buses by Oil India Limited with local District Transport Office in the state of Assam (India).

67.0 General Note:

a) The Buses must meet the provisions of Indian Motor Vehicle Act, 1988; Central Motor Vehicle Rules, 1989 and Bus body code as applicable in the state of Assam (India). In case of any contradiction with the technical specification mentioned elsewhere in the tender, the specification as per Indian Motor Vehicle Act, 1988; Central Motor Vehicle Rules, 1989 and the Bus body code shall prevail.

b) The bidders are advised to get any confusion clarified by OIL before submission of bid to avoid any ambiguity in the later stage.

c) Bids with vague comments like "the product is under development and would be supplied at the time of", "bus body will fabricated as per specifications" ; "bus will be supplied as per specification", "comply" etc. or in any similar fashion may not be evaluated.

d) For evaluation of "equivalent" model, the technical specifications given in the tender shall be considered.

68.0 Documents to be submitted along with the offer:

a) A checklist duly filled up by the bidder as per enclosed format in Annexure-A shall be submitted along with the bid. In case of any contradicting specifications provided elsewhere in the bid, the specifications provided in the said checklist shall be considered for the bid evaluation.

b) The model of Bus offered must have approval as a fully built Bus of the chassis manufacturer (OEM) of Bus with valid certification from Automotive Research Association of India (ARAI)/International Centre for Automotive Technology (ICAT)/ Vehicles Research & Development Establishment (VRDE) of India as on the bid closing date of this tender. Copy of valid certification issued by ARAI/ICAT/VRDE in this regard indicating technical specifications of the model of Bus offered by the bidder must be submitted along with the bid. In case model of Bus offered is only variants with minor cosmetic changes, separate certificate from ARAI/ICAT/VRDE for the minor cosmetic changes is not required to be submitted.

c) Printed technical leaflet of the bus with full details.

d) Detailed dimensional drawing of the Bus, Seat Layout, Bus Seats etc. along with material construction of the bus body, structure, seat etc. should be submitted along with the bid by the bidder(s). The same are to be duly endorsed by the Chassis Manufacturer (OEM) of Bus.

e) The bidder must indicate the Make & Model of Bus seats offered along with detailed specification, dimensional drawing & material construction of Bus seats. The seat Make/Model offered must meet the Automotive Industry Standard, AIS-023 & its amendments (if any). Valid certification issued by competent government authority & duly endorsed by the Chassis Manufacturer (OEM) of Bus for AIS-023 standards for the offered Bus Seat Make/Model must be submitted along with the Bid.

f) List of Tools to be supplied against each bus under Standard Tools Kit.

g) All technical leaflets, drawing & any other documents wherever asked for should be submitted by the bidder.

h) The Buses to be supplied are fully built by the chassis manufacturer (OEM) of Bus or their i.e OEM's authorized body builder and fitted with all fittings, accessories etc. in all respects without requiring any further fitment/modification in the Buses on delivery. In case, the Buses are built by the chassis manufacturer (OEM)'s authorized body builder, the bidder should submit the details of the OEM's authorized body builder including authorization certificate issued by the OEM to the body builder for building the Buses to be supplied, along with the bid.

NOTE:

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

To be filled by the Bidder & to submit along with the Bid

Sl. No.	Item	Bidder's comment
1	Name of Bidder	
2	Nature of Bidder [Chassis Manufacturer (OEM) of Bus or their authorised dealer/distributor]	
3	Bus Make	
4	Bus Model	
5	Bus certification ARAI/VRDE/ICAT No. (Copy of certificate from ARAI/ICAT/VRDE to be submitted)	
6	Seating capacity (including Driver)	
7	Wheel base (mm)	
8	Overall Length of Bus (mm)	
9	Overall Width of Bus (mm)	
10	Overall Height of Bus (mm)	
11	ROH (mm) of Bus	
12	FOH (mm) of Bus	
13	Floor Height (mm)	
14	Internal Height (mm)	
15	GVW (Kg)	
16	Make & Model of Engine	
17	Number of engine cylinder	

18	Water cooled diesel engine (Yes/ No.)	
19	Maximum Engine output power (HP)	
20	Maximum Engine output torque (Nm)	
21	Emission Norms	
22	Type of steering	
23	Gear Box Make	
24	Gear Box Model	
25	Number of forward speeds	
26	Number of reverse speed	
27	Type of Brake	
28	Number of front axle	
29	Number of rear axle (drive axle)	
30	Drive	
31	Suspension system- Front	
32	Suspension system- Rear	
33	No. of wheels – Front	
34	No. of wheels – Rear	
35	Tyre size with Ply rating & type- Front	
36	Tyre size with Ply rating & type – Rear	
37	Spare tyre size with Ply rating & type	
38	Electrical system (V)	
39	Front windshield	
40	Rear Windshield	

41	Bus Flooring	
42	No. of passenger Door	
43	Type of passenger Door	
44	Location of passenger Door	
45	Driver's Door details	
46	Passenger Seat Make	
47	Passenger Seat Model	
48	Material construction of Passenger Seat Frame	
49	Type of Passenger Seat	
50	Upholstery material of Passenger Seat	
51	Cushion material for Passenger Seat	
52	Retractable Arm Rest in Passenger Seat	
53	Seat Belts in Passenger Seat	
54	Rear Grab Handle in Passenger Seat	
55	Seat Cover for Passenger Seat	
56	Seat Pitch	
57	Legroom	
58	Gangways	
59	Details of Driver Seat (Make,Model,Type)	

Sl. No.	Item	Bidder's comment Yes/No (To be filled by bidder as applicable)
60	Duly filled up Technical Checklist (Annexure- A) submitted	

61	Copy of Bus certification from ARAI/VRDE/ICAT submitted	
62	Printed technical leaflet with details of Bus submitted	
63	Detailed dimensional drawing of the Bus, Seat Layout, Bus Seats etc. along with material construction of the bus body, structure, seat etc. submitted [The same are to be duly endorsed by the Chassis Manufacturer (OEM) of Bus]	
64	Valid AIS-023 Certificate for Bus Seat Make/Model issued by competent government authority & duly endorsed by the Chassis Manufacturer (OEM) of Bus submitted	
65	Compliance to Motor Vehicle Act, 1988; Central Motor Vehicle Rules, 1989 and applicable Bus Body Code AIS-052 and other applicable codes of Automotive Industry Standard (AIS)s with all amendments	
66	Documents as per BRC/BEC	
67	Authorization certificate issued by the OEM to the body builder for building the Buses	
68	Any other documents, details, information etc. as per tender	

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 **SDI6674P18** 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.

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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

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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
CHIEF MANAGER MATERIALS (IP)

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. DULIAJAN
Date . 14.12.2017

Technical Bid Checklist**Annexure-EEE**

Tender No.			
Bidder's Name :			
		Compliance by Bidder	
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

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.