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OIL INDIA LIMITED

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

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533 Email: ranjanbarman@oilindia.in; erp_mm@oilindia.in

FORWARDING LETTER

Tender No. : SDI7272P18 DT:27.02.2018

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

DATE OF PRE-BID CONFERENCE : 22.03.2018

TIME OF PRE-BID CONFERENCE : 09 HRS

VENUE OF PRE-BID CONFERENCE : DULIAJAN

"The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty during import will be applicable. However, concessional rate of GST @5% against Essentiality Certificate for invoice value 10 Lakh and above will be applicable.

In the event of order, OIL will issue Project Authority Certificate (PAC), where import content is declared by the bidder for availing Custom Duty benefit on the import content. Supplier shall affect dispatch only on receipt of these certificates from OIL, failing which all related liabilities shall be to Supplier's account".

OIL invites Bids for **PROCUREMENT OF COMMUNICATION SYSTEM – 05 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.

NOTES:

- (1) A Pre-Bid Conference with the vendors will be held at <u>DULIAJAN</u> to discuss on the technical specifications and other terms and conditions of the tender. All the vendors who purchase the Tender Document within the <u>Last date of issue of user ID and password i.e.</u> 21.03.2018 (or amended otherwise) will be eligible to attend the Pre-Bid Conference. The exact venue and time of the Pre-Bid conference will be intimated to the vendors at a later date.
- (2) Clarification on the technical specifications and other terms & conditions of the tender shall be provided to the vendors during the Pre-bid Conference. Vendors should come fully prepared to the Pre-bid Conference and submit their queries to OIL in the Pre-bid Conference for clarification. The set of queries shall be sent to OIL at least 5 days before the Pre-bid Conference (ie Within 17.03.2018) for study by OIL.
- (3) Any changes in the technical specifications and other terms & conditions of the tender arising out of discussion in the Pre-bid Conference shall also form part of the tender document. In the Pre-bid Conference specifications, terms and conditions of the NIT will be frozen and no request for amendment to NIT shall be entertained after the pre bid conference.
- (4) Vendors shall depute representatives who are competent enough and authorized to take on the spot decision. At the most 2 (Two) representatives from each vendor shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to the vendors account.
- (5) Vendors, immediately after the purchase of the Tender documents, shall inform OIL at the following address about their participation in the Pre-Bid Conference with details of the persons to enable OIL to make arrangement for the Pre-Bid Conference.

DGM – MATERIALS, OIL INDIA LIMITED P.O DULIAJAN, PIN – 786 602, DIST. DIBRUGARH (ASSAM) INDIA FAX NO.: +91 - 374 – 2800533, E-Mail: ranjanbarman@oilindia.in

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
с	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
1	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"

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 <u>Tender no.</u> and <u>Due date</u> to <u>DGM-Materials</u>, <u>Materials Department</u>, <u>Oil India Limited</u>, <u>Duliajan 786602</u>, <u>Assam</u> 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 though 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 "General Terms & Conditions for Indigenous Tender (MM/LOCAL/E-01/2005)" 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.

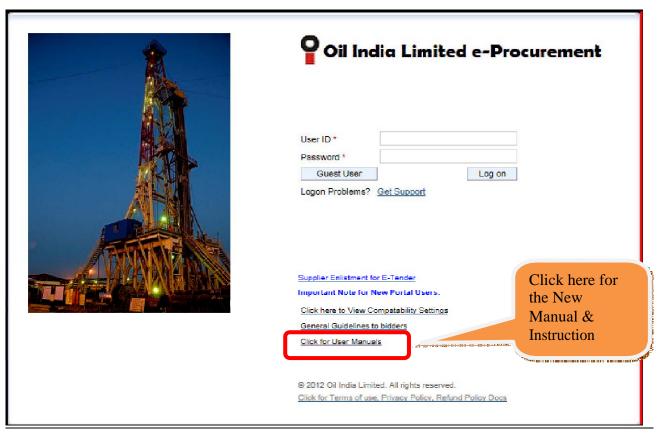
- 11.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which 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:
 - a) M/s Western Carriers (India) Ltd.
 - b) M/s DARCL Logistics Limited

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

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.



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

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.

Complied. (Remarks 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. A) TECHNICAL: 1.0 Bidders offer shall be complete for all line items. 2.0 All equipment, accessories and spares that shall be deployed in Hazardous area (Zone-1 and Zone-2) shall be 'Flameproof' and confirm to Regulation 107(2) of Oil Mines Regulation , 2017 which is reproduced below: OUOTE: 107. (2) The owner, agent and manager of every mine shall ensure that the electrical appliance, equipment, machinery or other material that are used or may be used in zone "1" or zone "2" hazardous area of the mine is of a type and specification conforming to an Indian standard or an international standard adopted by the Bureau of Indian Standards through harmonisation,		<u>Criteria</u>	Complied	/
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Official Gazette: Provided that where no such standard exists, the Chief Inspector of Mines on merit, by a general order notified in the Official Gazette may accept an international standard: Provided further that the Chief Inspector of Mines on merit, by a general order notified in the Official Gazette may accept any other international	off Promeinted Promeinted	7. (2) The owner, agent and manager of every mine shall ensure that the ctrical appliance, equipment, machinery or other material that are used or by be used in zone "1" or zone "2" hazardous area of the mine is of a type of specification conforming to an Indian standard or an international andard adopted by the Bureau of Indian Standards through harmonisation, ecified by the Chief Inspector of Mines by a general order notified in the ficial Gazette: Devided that where no such standard exists, the Chief Inspector of Mines on a general order notified in the Official Gazette may accept an ernational standard: Devided further that the Chief Inspector of Mines on merit, by a general		

standard equivalent to the harmonised standard:

Provided also that such appliance, equipment, machinery or other material shall not be used in zone "1" and zone "2" hazardous area of the mine unless the same has been tested and passed the test as per the applicable standard and the manager has kept a record of the type, details of specification, reference of the particular standard, test criteria as per the standards and status of testing, place of testing, copies of test reports and any other relevant details.

UNQUOTE:

THE BIDDER SHALL ATTACH A COPY OF SUCH UPDATED COMPLIANCE/CONFIRMATION CERTIFICATE OF REGULATION 107(2) OF OMR, 2017 failing which his offer shall be rejected.

3.0 EXPERIANCE

The bidder shall have the experience of successful execution of single order for not less than 03 Nos of Similar Item in last 05 years as on the original Bid Closing Date of the Tender.

Similar order shall mean sale of 'MULTIPARTY PAGING AND PA LOUDSPEAKER COMMUNICATION SYSTEM' to a PSU/Government organization/Public Limited Company" In India.

Note: 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) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/VAT/GST (OR)
- (v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

Note:

- a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.
- b) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.

B) FINANCIAL:

- a) Annual Financial Turnover of the bidder during any of preceding 03 (three) financial / accounting years from the original bid closing date should be at least **Rs. 248.00 Lakhs.**
- b) Net Worth of the firm should be Positive for preceding Financial / Accounting year (FY=2016-17).

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

Notes:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
- i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-J.

OR

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

C) COMMERCIAL:

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

The bid must be accompanied by Bid Security of **Rs 9,90,400.00** 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 19.04.2018)

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:

- a) 1st Performance Security @ 10% of total cost of materials must be submitted 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. The Performance Security must 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.
- b) 2nd Performance Security @ 10% of total cost of "Onsite Support for 5 years" must be submitted prior to expiry of the 1st Performance Security. The Performance Security must be valid for 5 years from the date of successful commissioning plus 3(three) months.

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.

10. MAXIMUM ALLOWABLE DELIVERY PERIOD -- 12 WEEKS FROM THE DATE OF PURCHASE ORDER.

MAXIMUM ALLOWABLE TIME FOR INSTALLATION AND COMMISSIONING --- 3 MONTHS FOR 5 SETS OF COMMUNICATION EQUIPMENT AT 5 DRILLING LOCATIONS FROM THE DATE OF RECEIPT OF INTIMATION REGARDING SITE CLEARENCE.

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:

- 1.0 Bidder's Compliance to Technical, Commercial and other Special Terms as mentioned in NIT.
- 2.0 All equipment, accessories and spares shall be warranted for a period of 01 year from the date of successful commissioning of entire system at site.
- 3.0 Bidder shall submit a declaration that service support for all items, equipment, accessories and spares shall be provided for the required period (01 year warranty + 05 year AMC).
- 4.0 Clause by clause compliance statement to be submitted as per NIT along with bid.
- 5.0 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.

----XXXX-----

TECHNICAL SPECIFICATIONS WITH QUANTITY

TENDER NO. SDI7272P18 DT:27.02.2018

Complied /
Not
Complied.
Complied. (Remarks if
any)
*

ITEM NO. 10

PROCUREMENT OF MULTIPARTY PAGING AND PA LOUDSPEAKER COMMUNICATION SYSTEM FOR OIL DRILLING RIG. - 05 SETS.

AAA. Hazardous Area, Zone - 1 and Zone - 2 wherever appearing in the following text is as per CLASSIFICATION OF HAZARDOUS AREA IN OIL MINE, as per Regulation 106 and schedule of Oil Mine Regulation - 2017 defined as :

- .. Zone "0": This is an area in which hazardous atmosphere is continuously present.
- .. Zone "1": Any area in which hazardous atmosphere is likely to occur under normal operating conditions.
- .. Zone "2": An area in which hazardous atmosphere is likely to be present under abnormal operating conditions.

BBB. OMR - 2017 wherever appearing in the following text means OIL MINES REGULATIONS 2017, MINISTRY OF LABOUR AND EMPLOYMENT NOTIFICATION New Delhi, INDIA Dated 14th August, 2017 applicable to every OIL MINE in the WHOLE OF INDIA.

Multiparty Paging and PA Loud speaker Communication system for 05 Nos. OIL Drilling Rigs.

A. System Introduction

- 1.0 The offered system shall provide multiparty Paging and 2-way Voice Communications within OIL Drilling Site, Outdoor environments and in Hazardous area for reliable and effective communication. It is required to have 06 Nos. Field Handsets and 06 Nos. Paging Field Loudspeakers in each drilling location.
- 2.0 The system shall consist of a "Central Control based system" comprising of Central Paging system & Sound Amplification equipment alongwith field application stations, to provide following desired options for intra OIL Drilling site communication between different users.
- 2.1 Communication between the control room operator and the field operators.
- 2.2 Communication between various field operators (with or without control room assistance).
- 2.3 Loudspeakers for voice and emergency announcement within Drilling location.
- 3.0 This system shall be equipped with following Features:
- 3.1 Centralized Paging and PA Amplifier based system.

- 3.2 Page channel for announcement purpose.
- 3.3 Voice channels for talk back / private communication purpose.
- 3.4 Integrated Sound Amplifier system with Central Paging system for individual zone wise, multiple zone wise and ALL ZONE announcement facility from control station.
- 3.5 All zone Announcement from all field handset stations.
- 3.6 Visual Display & Health Monitoring of the system.
- 3.7 Attention / alert sound over the loudspeakers prior to actual announcement.
- 3.8 Facility of connecting emergency siren.
- 3.9 Centralised Power Supply system such that all field equipments can be powered by Central Control based system.
- 3.10 Software programmable features & parameters.
- 3.11 The system shall be Volt line matching type for loudspeaker connections.
- 3.12 The centralised power system must have electrical Surge Suppressor and should work on Indian Standard of 220 Volt AC.

4.0 System Channels

The system shall comprise of the following channels for communication purpose. It shall provide quality paging and communication functions through these channels.

- 4.1 PAGE Channel: This channel shall provide loud speaking facility and shall be used to broadcast messages or instructions or to locate field operators in the plant. All announcements are required to be made over the loudspeakers using the PAGE CHANNEL. The speakers are required to be arranged in different zones such that the announcements can be heard across the Drilling site.
- 4.2 PARTY Channel: The Party channel shall be used for carrying prolonged conversations in private mode, which shall not be heard over the loudspeakers. The system should possess Multiple Party channels i.e. one dedicated channel for each field handset station. Thus each field handset station operator should be able to carry independent conversation.

5.0 System Configuration

The proposed communication system shall comprise of:

- 5.1 Central Control Equipment: having Master Control station, Central paging control & PA Amplifier system, Required Power supply system as mentioned in para 3.12 above.
- 5.2 Field equipment: having Field stations and Paging Loudspeakers for deployment in Non-Hazardous area and Hazardous area (Zone-1 and 2) with weatherproof enclosures.
- 5.3 Other hardware: consisting of required Junction Boxes, Cables & connectors for field equipment including any other accessories required for successful installation & commissioning of the entire system.
- 5.4 The entire communication system should be suitable to work on 220 Volt AC Input power supply source (Indian Standard).
- 5.5 However, the voltage used in any one circuit shall not exceed 30 volt (thirty volts) [as per Regulation 125 (4)(b) of OMR-2017]
- 6.0 The indicative Architecture Block diagram of the desired Communication System is separately attached.

Multiparty Paging and PA Loud speaker Communication system -05 Sets, with each set comprising of following items with General details and Technical specifications as given below .

B. The Communication System shall have various sub-modules as detailed below:

1.0 Master Control Station:

The master control station shall be located in non-hazardous area and shall be equipped with:

- 1.1 2 way speech communication.
- 1.2 Individual zone selection switches for 06 zones
- 1.3 All zone selection
- 1.4 Siren
- 1.5 Multiline Alphanumeric Digital display for identification of calling station number and plant area name
- 1.6 Dial key pad and Features & Function keys
- 1.7 The MCS operator should be able to make announcements as: Individual zone wise announcement; Multiple zone announcement; All zone announcement.
- 1.8 The announcement made by the MCS operator are required to be heard only in that selected Zone / Zones over the field loudspeakers of the system. The called person should be able to answer this announcement from any of the field station.

Quantity -- 01 lot

Make & Model: Bidder to Specify

Detailed Bill of Material: Bidder to Specify.

- 2.0 Central Paging Control & PA Amplifier system
- 2.1 This system shall consist of a rack type unit that shall house the PA Amplifier modules, Paging Control circuits, required central Power supply unit(s) etc.
- 2.2 Central paging Control unit shall have direct connections to all field stations, outdoor and indoor type with required wiring. All features of field stations shall be facilitated by Central paging Control alongwith the Master Control Station so as to achieve the desired operations.
- 2.3 The capacity of the PA Amplifier should be sufficient to cater for minimum of 200 watts load to connect all loudspeakers for 06 zones as indicated above to achieve audibility in the Drilling location.
- 2.4 The PA Amplifiers shall be equipped with built in over load protection circuitry, short circuit protection, open circuit protection and thermal protection.
- 2.5 The bidder shall offer and indicate the total PA Amplifier output in Watts (RMS) to connect atleast 6 loudspeakers.
- 2.6 The system shall be suitable to operate on 100-Volt Line Matching Concept to facilitate the use of loudspeaker at distant locations. The system shall be such that to eliminate the need for local amplifier at multiple locations in the field and also the power cabling at each location. The system shall be provided with stand by amplifier with changeover circuitry to ensure continuous operation at all times in case of downtime of primary PA Amplifier. The system shall be designed for zone wise Paging announcements. The configured zoning shall be flexible that can be altered at site.
- 2.7 This system shall further be equipped with:
- PA Power amplifiers, of rated watts (RMS) to meet requirement.
- Control panel and required Power Supply Units
- Individual zone selection, all zone selection provision
- Chime module, Siren access, Monitor speaker

Quantity -- 01 lot of:

Rack unit: 01 No., Bidder to specify Make & Model: Bidder to Specify

Detailed Bill of Material: Bidder to Specify. Paging Control Circuit: Bidder to specify PA Amplifier modules: Bidder to specify Power Supply Units: Bidder to specify Control panel: Bidder to specify

- 3.0 Field Stations
- 3.1 The main features of field stations shall be:
- 3.1.1 Access to all features like calling master control room station, paging access, paging answer, calling other field stations etc. by way of dialing the corresponding codes from the push button key pad of the field station.
- 3.1.2 The location, quantity and functionality of field stations and Paging loudspeakers shall not be interlinked. Failure or performance of any field station shall have no effect on the failure or performance of any loudspeaker in the entire system.
- 3.1.3 Field stations should operate on DC voltage and shall be line powered from the Central Paging System. However, the voltage used in any one circuit shall not exceed 30 volt (thirty volts) [as per Regulation 125 (4)(b) of OMR-2017].
- 3.1.4 The field station should be connected through required cable as recommended by bidder with additional spare pair for future use. The Cable shall be suitably coloured as ORANGE OR BLUE.
- 3.2 Outdoor Field stations: The outdoor field stations shall be connected with Central Paging System for deployment in hazardous area environment and shall be:
- 3.2.1 Suitable for wall/structure mountable type, made of metallic material.
- 3.2.2 Flameproof and suitable for deployment in Gas Group IIA, IIB, Hazardous Area Classification Zone 1 & 2; Temp. T6 and DGMS approval is required as per BRC clause 2.0.
- 3.2.3 Equipped with Noise cancelling dynamic microphone for eliminating acoustic feedback and effective communication from noise areas.
- 3.2.4 Equipped with HOOK SWITCH.
- 3.2.5 Equipped with handset cord protection in SS metallic tubing.
- 3.2.6 Equipped with external weatherproof enclosure for protection.
- 3.2.7 Shall be installed at each Drilling Location in:
- (a) Derrick Floor / Dog House;
- (b) Monkey Board;
- (c) Between Mud Pump and PCR;
- (d) Mud Tank
- 3.3 Indoor field station: The Indoor stations shall be connected with Central Paging System for deployment in non-hazardous, non noisy, non dusty, non humid areas within the Drilling site.
- 3.3.1 Equipped with weatherproof enclosure for protection.
- 3.3.2 Shall be installed at each Drilling Location in:
- (a) DIC Cabin;
- (b) At a suitable location for PCR . However, it may be noted that there is no adequate space and provision for installion within PCR. To be installed using appropriate means.

Quantity -- 01 lot of:

Outdoor field stations: 04 No. Indoor field station: 02 No. Make & Model: Bidder to Specify Detailed Bill of Material: Bidder to Specify.

- 4.0 Paging Loudspeakers
- 4.1 The main features of the loudspeakers shall be:
- 4.1.1 Built in line matching transformer and have local tapings to vary the loudspeaker output.
- 4.1.2 Connected in looped fashion and there shall be no correlation between the number of field stations and the number of loudspeakers to be deployed in the system.
- 4.1.3 Loudspeakers can further be added in the system simply by looping from the nearest junction box to meet the expansion in future.
- 4.1.4 Failure or performance of any field station shall have no effect on the failure or performance of any loudspeaker in the entire system.
- 4.1.5 The complete assembly of Loudspeakers shall include the loudspeaker mounting brackets and cable gland. The brackets shall be designed to mount the speakers in a manner to obtain uniform sound distribution within the Drilling location.
- 4.2 The Paging Loudspeakers shall be connected with Central Paging System & PA Amplifier system for deployment in outdoor hazardous area environment and shall be:
- 4.2.1 Suitable for wall/structure mountable type, of metallic material.
- 4.2.2 Flameproof, horn type loudspeaker, having output better than 25 watts (RMS) for audibility within Drilling location, suitable for deployment in Gas Group IIA, IIB and Hazardous area classification Zone 1 & 2 and DGMS approval is required as per BRC clause 2.0.
- 4.3 The loudspeakers shall be powered by PA Amplifiers located centrally and shall require no additional power supply.
- 4.4 The required connecting cables with suitable end connectors shall be provided alongwith. The Cable shall be suitably coloured as ORANGE OR BLUE.
- 4.5 Shall be installed at each Drilling Location in:
- (a) Derrick Floor / Dog House;
- (b) Monkey Board;
- (c) Between Mud Pump and PCR;
- (d) Mud Tank
- (e) DIC Cabin
- (f) Canteen

Quantity -- 01 lot consisting of: Paging Loudspeakers : 06 No., Make & Model : Bidder to Specify

Detailed Bill of Material: Bidder to Specify.

- 5.0 Accessories for all above items:
- 5.1 Junction Box

- 5.1.1 Junction box for field stations: These shall be wall mountable type in metallic enclosures and shall be used in the system for distributing the cables meant for connecting outdoor & indoor field stations. For hazardous areas, these shall be suitable for use in Gas Group IIA /IIB, Zone 1 & Zone 2 and DGMS approval is required as per BRC clause 2.0.
- 5.1.2 Junction box for Loudspeakers: These shall be wall mountable type in metallic enclosures or in ABS (unbreakable thermo plastic) and shall be used for termination of loudspeaker cables. These shall be Flameproof. For hazardous areas, these shall be suitable for use in Gas Group IIA /IIB, Zone 1 & Zone 2 and DGMS approval is required as per BRC clause 2.0. Bidder to specify as per deployment in each Drilling location.
- 5.1.3 Bidder shall offer the required Junction boxes alongwith the technical parameters as per his design configuration to meet the overall requirement to connect the required field equipment.

5.2 Cables:

Different types of cables shall be offered for connecting various equipments of the system as:

- 5.2.1 Loudspeaker cable: From central PA Amplifier to the Loudspeakers.
- 5.2.2 Field Stations cable: From central Paging system to the field stations, outdoor and indoor type, routing through the Junction boxes as mentioned above, without any open joints. Any cable joint required shall be through designated Junction boxes only.
- 5.2.3 The required connecting cables with suitable end connectors shall be provided. The Cable shall be suitably coloured as ORANGE OR BLUE. All cables to be used in Hazardous areas of oil mines should be approved by Indian Standard / DGMS (India). The cables shall be light weight but strong and rugged for multiple installation and dismantling. The cable shall have additional spare pair for future use.
- 5.3 Online UPS system: True Online UPS of rating 3 KVA with SNMP card for network connection and monitoring, Double conversion type UPS system, suitable to operate on 220 Volt 1 Phase AC Input. The UPS shall have Rectifier, Inverters with latest technology IGBT based sine wave PWM. It shall be provided with Isolation Trasformer, either inbuilt or externally, for galvanic Isolation between Input & Output and have in-built static and maintenance bypass and shall have Electrical Surge Suppressor. The UPS shall be capable to provide backup for at least 8 hours to run the entire proposed communication system. The UPS shall be similar to make Liebert/Emerson or equivalent reputed brand (Bidder to specify make and model). The UPS shall be complete with SMF batteries suitable for backup of at least 8 hours and complete with MS Rack, Intercell connectors, AC Input Cable for UPS Connection and 20 Meter output load connection cable (positive and negative terminals) with end connectors between UPS to Battery Bank. The SMF batteries shall be similar to make Exide/Rocket/Amararaja or equivalent reputed Brand of approved make so as to work with above mentioned UPS (Bidder to specify make and model).
- 5.4 Metallic Container: Metallic containers shall be provided for independent Field Stations, Paging Loudspeakers and for Junction Boxes for ease of transportation.
- 5.5 Any other item or Accessory required for successful Installation & commissioning of the entire system and its desired functioning, shall be mentioned by bidder in his offer.

Quantity -- 01 lot of Accessories consisiting of: Junction box for field stations: Bidder to Specify Junction box for Loudspeakers: Bidder to Specify. Loudspeaker cable: 01 lot of required length, Bidder to Specify

Field Stations cable: Approximately 200 Meters with suitable end connectors at both end for each Field Station [200 Meters X 6 Field Stations]. Total for 5 Drilling locations = 6000 Meters

UPS with battery: 01 Set per Drilling location, Total = 5 sets. Any other item or Accessory required: Bidder to Specify

Make & Model: Bidder to Specify

Detailed Bill of Material: Bidder to Specify.

- 5.6 Earthing: There should be adequate provision for connecting the metallic body such as Container, Junction box etc. to 'Earth' from at least two different and distinct points.
- 5.7 Electrical System available at the well-site within the Hazardous area is 220 V, 2 ph, AC without neutral. However 1 Ph, 220V AC with neutral is used for lighting in Bunk houses and is available at very limited areas, which may be noted please.
- 5.8 The bidders must mandatorily recommend and quote for Critical Spares and accessories separately along with quantity and unit rate required for un interrupted operations for 05 sets of Communication system being procured, for a period of 06 years [01 YEAR warranty and 05 Years AMC]. Price should not be included with the main item. Price of the spares & accessories will not be taken under evaluation.
- 5.9 Entire lot of equipment, items and accessories supplied against this purchase shall be warranted for a duration of 01 year from the date of first time complete commissioning of 05 nos. of 'Multiparty Paging and PA Loud speaker Communication system' at 05 Drilling Locations of OIL India Limited.
- 6.0 Bidders other than OEM must submit valid dealership/authorization certificate from OEM against the tender along with their offer, failing which the offer will be rejected.
- 6.1 Pre-despatch inspection will be done by OIL Engineers at the manufacturer's premises.

ITEM NO. 20

INST & COMM. OF COMM. SYSTEM – QTY = 01 AU

01 AU MEANS INSTALLATION & COMMISSIONING OF ALL 05 SETS OF ITEM NO. 10

<u>Installation and Commissioning of Multiparty Paging and PA Loud speaker</u> Communication system: at 05 Drilling Locations.

- 1.0 The successful bidder shall install and commission each set of communication system (total 05 sets) in 05 No. Drilling Locations as per Bill of Material and details mentioned against Line Item 10.
- 2.0 The successful bidder shall deploy his competent manpower to carry out installation, make arrangement for board and lodging of his personnel and bring his own tools and equipment for

such activity. Bidder shall indicate the time required to carry out installation activities in each site.

- 3.0 Bidder shall comply to all safety norms and report to the respective Installation Managers of each Drilling site.
- 4.0 The details of Drilling Locations where these communication systems are to be installed, in the OIL's operational areas of Dibrugarh/Tinsukia districts of Assam, India shall be communicated subsequently to the successful bidder.
- 5.0 During the entire duration of Warranty and Comprehensive AMC, the successful bidder shall provide the services for installation and dismantling of entire Communication system from one Drilling site to another site, as per OIL's operational requirement. This activity shall include dismantling of entire communication system from one Drilling site, its movement to another Drilling site, and subsequent installation of entire system to new Drilling site. The successful bidder shall deploy his manpower to carry out this activity. Successful bidder shall inform the name and contact details of his locally available personnel to whom OIL shall contact for this activity. The term 'Locally available personnel' shall mean his personnel who shall be stationed at Duliajan, Distt. Dibrugarh, Assam, India during the entire period of Warranty and AMC. It shall be bidder's responsibility to carry out dismantling and installation activity as per the timeline indicated by OIL.
- 6.0 Cost incurred by successful bidder on his locally available personnel to render such services during Warranty and AMC period shall be borne by the successful bidder.

ITEM NO. 30

ONSITE COMPREHENSIVE AMC FOR 05 YEARS – 01 AU

01 AU MEANS AMC FOR 05 YEARS OF ALL 05 SETS OF ITEM NO. 10

Onsite Comprehensive Annual Maintenance Contract(AMC) for Communication system at Drilling site.

- 1. The Onsite Comprehensive Annual Maintenance Contract(AMC) shall start after successful completion of warranty period and shall be inclusive of hardware, software, spares and accessories to keep the system operational during the entire period of AMC.
- 2. For any reason, if the warranty period is extended, AMC shall start after completion of the extended warranty period.
- 3. The successful bidder shall quote for onsite comprehensive AMC for 05 sets of the Multiparty paging and PA Loudspeaker Communication system for duration of 05 years (after initial warranty period of 01 year), which may be further extended to another period of 05 year on same terms and conditions.
- 4. Bidder shall submit a declaration that service support for all items of the system shall be provided for the required period. (1 year warranty + 5 year AMC).
- 5. During the entire duration of AMC, the successful bidder shall provide the services for installation and dismantling of entire system from one Drilling site to another site, as per OIL's operational requirement. This activity shall include dismantling of entire communication system from one Drilling site, its movement to another Drilling site, and subsequent installation of entire system to new Drilling site. The successful bidder shall deploy his manpower to carry out this activity. Successful bidder shall inform the name and contact details of his locally available personnel to whom OIL shall contact for this activity. The term 'Locally available personnel' shall mean his personnel who shall be stationed at Duliajan, Distt. Dibrugarh, Assam, India during the entire period of Warranty and AMC. It shall be bidder's responsibility to carry out dismantling and installation activity as per the timeline indicated by OIL.

- 6. During the entire duration of AMC, any fault in the system and/or fault as reported by OIL should be attended by his locally available personnel. The successful bidder shall diagnose the fault and then repair/replace the faulty equipment/module/ accessory with a new/repaired/standby one free of cost within 24 hrs. of reporting the failure so as to ensure that the entire system is operational. Necessary configuration of the replacement item for proper operation of the entire communication system shall be the responsibility of the successful bidder. The original item shall be subsequently repaired and replaced in the system. The bidder's personnel attending the call shall submit a call report to OIL. The report has to be duly signed by OIL's engineer and then only the call shall be considered attended.
- 7. In case of failure on the part of the successful bidder to rectify a reported problem within 24 hrs of reporting the problem, a penalty of Rs. 5000 shall be deducted for fault of each single Field Station/Loudspeaker, and Rs. 30000 for fault in entire communication system in a Drilling Location, upto a period of 7 days. Subsequent to 7 days, penalty charge shall be levied at a flat rate of Rs. 500/- per day in addition to above in both the cases till the complete rectification of the faults.
- 8. Cost incurred by successful bidder on his locally available personnel to render such services during Warranty and AMC period shall be borne by the successful bidder.
- 9. AMC charges will be paid Half-yearly after successful rendering of services, after deducting the penalties, if any.
- 10. 6. Successful bidder shall provide a 'Certificate of Compliance' that: "During the entire duration of Warranty and Comprehensive AMC, the successful bidder shall provide the services for installation and dismantling of entire Communication system from one Drilling site to another site, as per OIL's operational requirement. This activity shall include dismantling of entire communication system from one Drilling site, its movement to another Drilling site, and subsequent installation of entire system to new Drilling site. The successful bidder shall deploy his manpower to carry out this activity. Successful bidder shall inform the name and contact details of his locally available personnel to whom OIL shall contact for this activity. The term 'Locally available personnel' shall mean his personnel who shall be stationed at Duliajan, Distt. Dibrugarh, Assam, India during the entire period of Warranty and AMC. It shall be bidder's responsibility to carry out dismantling and installation activity as per the timeline indicated by OIL."

NOTE:

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

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 **SDI7272P18** 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.

- 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

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 intensions.

R BARMAN CHIEF MANAGER MATERIALS (IP)	
For the Principal	For the Bidder/Contractor
	Witness 1:
Place, DULIAJAN	Witness 2:

Place. DULIAJAN Date . 28.02.2018

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Annexure-EEE

Tende	r No.		
Bidde	r's Name :		
		Complianc	e by Bidder
SL.	BEC / TENDER REQUIREMENTS		Indicate Corresponding
NO.			page ref. of unpriced bid or
1	Confirm that validity has been offered as per NIT.	Confirmed' / Not applicable	Comments
	·		
	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

(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETER 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	:	
our above mentioned accoun	nt directly and we shall not hold	Oil India Limited can be remitted to Oil India Limited responsible if the ount due to incorrect details furnished
	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.