

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
P.O. Duliajan-786602, Assam, India  
E-mail: [material@oilindia.in](mailto:material@oilindia.in)

**INVITATION FOR BID**  
**LOCAL COMPETITIVE BID**

OIL INDIA LIMITED invites Local Competitive Bid (LCB) through its e-procurement portal <https://etender.srm.oilindia.in/irj/portal> for the following items:

Tender No	Bid Closing/ Opening Date	Item & Qty
<b>SSI7718P16 DT: 30.06.2015</b>	<b>20.08.2015</b>	<b>PRE-GELATINIZED STARCH-150MT</b>
<b>SSI7723P16 DT: 30.06.2015</b>	<b>20.08.2015</b>	<b>ETHYLENE GLYCOL MONOBUTYLE ETHER- 10 MT</b>
<b>SSI7739P16 DT. 01.07.2015</b>	<b>20.08.2015</b>	<b>PAINTS</b>
<b>SDI7741P16 DT. 01.07.2015</b>	<b>06.08.2015</b>	<b>OIL DIARY-2016</b>
<b>SDI7733P16 DT. 30.06.2015</b>	<b>06.08.2015</b>	<b>OIL CALENDER-2016</b>
<b>SDI7701P16 DT.30.06.2015</b>	<b>20.08.2015</b>	<b>SPLIT A/C</b>
<b>SDI7743P16 DT:01.07.2015</b>	<b>20.08.2015</b>	<b>06 NOS HIGH MAST</b>
<b>SDI7757P16 DT:03.07.2015</b>	<b>20.08.2015</b>	<b>SOLAR GENERATING SET – 07 NOS</b>
<b>SSI7738P16 DT:01.07.2015</b>	<b>20.08.2015</b>	<b>TELEPHONE CABLE</b>
<b>SDI7774P16 DT:04.07.2015</b>	<b>20.08.2015</b>	<b>TRUCKS FOR MOBILE STEAM GENERATOR – 03 NOS</b>
<b>SDI7742P16 DT:01.07.2015</b>	<b>20.08.2015</b>	<b>PACKAGED A/C – 15 NOS</b>

Tender fee (Non-refundable): Rs 1,000.00; Bid Closing/Opening Time: (11 Hrs.) IST/(14 Hrs.) IST; Last date for submission of application for Issue of User ID and password- **one week prior to bid closing date**. The complete bid documents and details for purchasing bid documents, participation in E-tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website [www.oil-india.com](http://www.oil-india.com).

**NOTE:** All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e- portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.



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

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533

Email: sristi\_jallan@oilindia.in ; erp\_mm@oilindia.in

**FORWARDING LETTER**

**Tender No.** : SDI7742P16 DT:01.07.2015

**Tender Fee** : Rs 1,000.00

**Bid Security Amount** : Rs 52,000.00

**Bidding Type** : SINGLE STAGE TWO BID SYSTEM

**Bid Closing on** : As mentioned in the e-portal

**Bid Opening on** : -do-

**Performance Security** : Applicable

**Integrity Pact** : Applicable

OIL invites Bids for **Supply, Installation & Commissioning and Maintenance of of 15 NOS PACKAGED A/C** 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 LCB 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) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.
- b) Technical specifications and Quantity as per **Annexure – 1A**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents.
- d) In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- e) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL’s website ([www.oil-india.com](http://www.oil-india.com)) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued

in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

- f) 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).
- g) 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 RFX** Response.

### **Special Note:**

**1.0** Application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted only upto one week prior to the bid closing date (or as amended in e-portal). The envelope containing the application for participation should clearly indicate “REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ...” for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER\_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL’s e- Procurement 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](http://www.oil-india.com).

### **2.0 NOTE:**

**a) Tender Fee may also be paid online upto one week prior to the bid closing date (or as amended in e-portal).**

**b) PSUs and SSI units are provided tender documents Free of Cost (as per govt guidelines), however they have to apply to OIL's designated office to issue the tender documents before the last date of sale of tender document mentioned in the tender.**

**3.0** 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.

**3.1** Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> User -> Technical Bid 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.

**3.2** The “**PRICE BID**” must contain the price schedule and the bidder’s commercial terms and conditions. **The prices of the items should be quoted in “Conditions Tab”. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.**

**3.3 A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Annexure-CCC.**

**Display RFX Response:**

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw | Verify

RFX Response Number 60006452 RFX Number TEST2 Status Submitted  
 RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version 1

**RFX Information** | Items | Notes and Attachments | Conditions

Basic Data | Questions

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

**Partners and Delivery Information**

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid from
The table does not contain any data			

**On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:**

**Edit RFX Response:**

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Verify signature

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

**RFX Information** | Items | **Notes and Attachments** | Conditions | Summary

**Notes**

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

**Attachments**

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

**Note :**

\* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices.**

\*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser

window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

4.0 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 **Head 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 triplicate.

**5.0 Benefits to Micro & Small Enterprises (MSEs) as per prevailing Govt guidelines as applicable on B.C date shall be given. MSEs who are interested in availing the benefits will upload with their offer proof of their being MSE registered for the item tendered. The MSE are also required to upload scanned copies of relevant documents indicating details of registration alongwith validity, name of the registering organization and details of the item, ownership etc., failing which, their offer may not be liable for consideration of benefits to MSEs.**

6.0 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.

7.0 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.

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

9.0 **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.

10.0 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:**

**SHRI RAGHAW SHARAN PANDEY, IAS (Retd.),**  
Former Secretary, MOP & NG,  
e-Mail ID : rspandey\_99@yahoo.com

**SHRI RAJIV MATHUR, IPS (Retd.)**  
Former Director, IB, Govt. of India,  
e-Mail ID : rajivmathur23@gmail.com

11.0 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 (LCB Tenders) elsewhere, those in the BEC / BRC shall prevail.

12.0 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.

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

**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-  
(S MAJUMDER)  
PO (IP)  
FOR : HEAD-MATERIALS**

**Tender No & Date: SDI7742P16 DT:1.07.2015****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 LCB Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<b><u>Criteria</u></b>	<b>Complied / Not Complied. (Remarks if any)</b>
<p><b>1.0 BID REJECTION CRITERIA (BRC):</b></p> <p>The bid shall conform generally to the terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p><b>A) TECHNICAL:</b></p> <p>1. The Bidder must be an OEM or authorised dealer for the particular equipment. In case of a dealer, valid authorisation/dealership certificate from the OEM must be submitted along with the offer.</p> <p>2. The bidders should quote separately the cost of new air-conditioners (Packaged type ) and the cost of old machines which they have to buy back. Offer for new air conditioners without buyback offer of old machines will not be considered and will be rejected.</p> <p>3. <u>Bidder's experience:</u></p> <p>i. Annual turnover of the firm in any of the last 3 financial years (2012-2013, 2013-14, 2014-15) or current financial year should not be less than Rs 52.15 Lakhs.</p> <p>ii. Bidder must have the experience of successfully executing atleast one similar order# for minimum value of Rs 15.64 Lakhs during last 3 years as on the Bid Closing Date in any PSU/ State or Central Govt. Organizations.</p> <p>iii. Bidder must submit all necessary documents* related to experiences and</p>	

turnover, otherwise bid will be rejected.

Note –

# *The word 'Similar order' as mentioned above indicates supply, installation and commissioning of packaged, Chiller unit or HVAC system of 7.5TR capacity and above with maintenance and operation of the same.*

\* *The necessary documents defined above will include the following :*

*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 (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 each of the purchase orders cited above. For Annual financial turnover enclose the audited Annual Reports or balance sheet certified by a chartered accountant.”*

iv. Bidder has to furnish list of installations where they have successfully commissioned the offered AC system.

4. Bidder must give an undertaking that the units offered will achieve the desired temp. & humidity required with full occupancy and heat load running after commissioning. The undertaking must be authenticated by the design cell of the manufacturer in case the offer is submitted by the authorized dealer.

5. Bidder has to quote separately for Supply, installation and commissioning and Comprehensive Maintenance Contract for 5 ( five ) years. All items must be supplied by single vendor. Bidders not quoting for all items in the NIT will be rejected.

6. Bidder / OEM should have fully equipped service centre in Assam for offered AC system. Name & Address of service centre with contact personnel details must be submitted along with the offer.

7. Bidder must agree to go on comprehensive maintenance contract ( with supply of all required materials/ spares / components and required manpower ) agreement with an undertaking that the terms and conditions indicated in item 30 of the Annexure 1A shall be abide by. An undertaking to provide satisfactory services during warranty period (as detailed in “ Scope of Work “ under item no. 10 of Annexure 1A) should also be submitted.

## **B) 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 52,000** in OIL's prescribed format as Bank Guarantee or a Bank Draft/Cashier cheque 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 10 months from Bid closing date. (i.e. upto 20.06.2016).**

**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. 8.8 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB 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.**

**In case of extension of Bid Closing date against the tender where a bidder has already submitted his bid with requisite bid security validity within the original B.C. Date, such bidders will extend validity of bid security covering the extended period of the bid closing date.**

- 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 LCB Tenders. Any offer not complying with the above shall be rejected straightway.
- v). Performance Security:
  - a) 1<sup>st</sup> Performance Security @ 10% of total value of the materials (including the service provided during 1 year warranty period) + Installation & commissioning shall be submitted after receipt of order. The performance security should be valid for the entire warranty period.

b) 2<sup>nd</sup> Performance Security @ 10% of AMC value shall be submitted before expiry of 1<sup>st</sup> Performance Security. The Performance Security shall be valid for entire period of AMC of 5 years.

**Bidder must confirm the same in their bid. Offers not complying with this clause will be rejected.**

**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.**

For exemption for submission of Performance Security, please refer Clause No. 9.12 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.

- iv). *The Bank Guarantee should be allowed to be encashed at all branches within India.*
- 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.

xi). 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”.

xii). 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) Average Annual Turnover of a bidder lower than the average Annual turnover mentioned in the Tender.

## **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. Offer will be evaluated after deducting offered price of old machines from the price of new machines.
2. Since, all the three items will be procured from a single party. Therefore, the bidder who emerges out to be L1 collectively for supply ,installation and commissioning and 5 years AMC will be the successful bidder.

### **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). 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

	Complied / Not Complied. (Remarks if any)
<p>Item 10 : SUPPLY OF 15 Nos. of PACKAGED AIR-CONDITIONING SYSTEM</p> <p>SYSTEM SPECIFICATION :</p> <p>1. The AC system shall be designed to maintain the temperature of Server room within the range of 25 deg C +/- 1 deg C with relative Humidity of 50% <math>\pm</math> 5% (Non condensing type).</p> <p>2. a) Room size ( Plant #1 ) : 13'(W) x 18.5'(L) x 12'(H)  b) Room size ( Plant #2 ) : 30'(W) x 10'(L) x 12'(H)  c) Room size ( Plant #3 ) : 35'(W) x 19'(L) x 12'(H)</p> <p>3. Rating : 8.75 up to 11.00 TR</p> <p>4. Specification of Package Unit:</p> <ul style="list-style-type: none"> <li>· The Package unit will have Scroll compressor which will be mounted inside the evaporator/indoor unit.</li> <li>· Number of independent refrigerant circuit should be two.</li> <li>· Both evaporator &amp; condenser will have corrosion resistance blue fin. Number of fins will be minimum of 14 per inch.</li> <li>· The impeller will be forward curved double inlet type with belt driven. There will be V belt drive arrangement and rpm for motor should not exceed more than 1000 RPM.</li> <li>· CFM delivered by the Package unit will be more than 400 CFM/TR with static of around 25 mm.</li> <li>· The supply airside of the Indoor Unit shall be insulated with 12 mm Fiberglass bonded by non-water soluble fire retardant thermosetting resin.</li> <li>· The Air cooled Package type Air conditioners shall be accompanied with microprocessor based control panel along with necessary starter, switch, fuse etc. to facilitate the following features: <ul style="list-style-type: none"> <li>a) Automatic Selection of Compressor to ensure energy efficiency.</li> <li>b) Run time equalization between Compressors.</li> <li>c) Accurate temperature sensing through Electronic Thermostat.</li> <li>d) Memory backup in case of power failure</li> <li>e) Digital control of temperature through Fuzzy Logic.</li> <li>f) Auto restart after power failure.</li> <li>g) Built in time delay protecting compressors from instant Stop / Start.</li> <li>h) Single and Reverse Phase protection.</li> <li>i) Fault diagnostic facilitating safety trips and fast corrective action.</li> </ul> </li> </ul> <p>5. Energy star rated.</p> <p>6. Foundation ( foot print ) should match with existing one without much modification.</p> <p>Make: Voltas, Blue Star, Carrier, LG, Hitachi, Haier, Emerson</p>	

<p><b>2.0 THE SCOPE OF WORK INCLUDE THE FOLLOWING.</b></p> <p>2.1 The design of the air conditioning system shall be done by the bidder at its own cost and no extra charges for the same will be borne by OIL. The experts from the bidder can visit and examine the room, at Duliajan, in which the AC system is proposed to be set-up. The bidder may have meeting with Company's representatives at Duliajan.</p> <p>2.2 Supply : The party shall supply the air conditioning system as per specification as stated in para 1 and its allied accessories as indicated below:</p> <p>1) Indoor unit &amp; outdoor units ( 15 nos. each )</p> <ul style="list-style-type: none"> <li>* Plant Room # 1 : 3 Nos.</li> <li>* Plant Room # 2 : 6 Nos.</li> <li>* Plant Room # 3 : 6 Nos.</li> </ul> <p>2) Interconnecting Copper piping &amp; cabling between Indoor &amp; outdoor unit limited to 30 mtr. interconnecting distance.</p> <p>3) Insulation of Copper piping as required.</p> <p>4) Condensate drain piping up to drain point. Drain pipe should discharge condensed water at ground.</p> <p>6) Any other accessories required for installation and commissioning job.</p> <p>Other terms and condition :</p> <p>1) Installation &amp; commissioning will be treated as complete only after proper installation, testing &amp; commissioning of the units &amp; after submission of test &amp; commissioning report to OIL.</p> <p>2) All items &amp; manpower required for installation &amp; commissioning shall be arranged by the bidder at their own cost.</p> <p>3) Bidder to arrange its own local transport &amp; boarding &amp; lodging arrangement for its personnel.</p> <p>4) Party may send competent personnel prior to bidding for preliminary assessment of the equipment requirement and space availability.</p> <p>3.0 Documents :</p> <p>1) 3 Set of Operation &amp; Maintenance Manual;</p> <p>2) Factory Test report &amp; the site test report after commissioning of the unit.</p> <p>3) The circuit diagram.</p> <p>4) Recommended spare part list.</p> <p><b><u>GENERAL NOTE:</u></b></p> <ol style="list-style-type: none"> <li>1. Justification against the offer of tonnage rating considering heat load, ambient temp, desired room temperature, and humidity should be submitted along with the offer.</li> <li>2. Bidder must confirm that the units will be in warrantee for one year after date of successful commissioning of all units.</li> <li>3. Bidder must attend any defect in the units during warrantee period. Every unit must be made operational within 48 hrs of intimation of fault by OIL. Bidder must confirm the same in their offer.</li> </ol> <p><b><u>SCOPE OF WORK UNDER 1 YEAR WARENTEE:</u></b></p> <p>The scope of work under warrantee will be exactly same as that of AMC that has been detailed in item no. 30.</p>	
<p>Item 20 : Installation and Commissioning of PACKAGED AIR-CONDITIONING SYSTEM AT PLANT 1,2 &amp; 3 OF R&amp;D BUILDING</p>	

<p>1) The party shall install and commission the AHU at in the existing footprint of plant room with required modification, if any. The job of replacement of one unit should be completed before starting a second unit to avoid interruption in cooling system.</p> <p>2) The personnel working shall be competent enough to perform this type of commissioning jobs. Party shall provide all safety gadgets to their working personnel.</p> <p>3) The supplier shall supply all tools / tackles and any other equipment required for installation and commissioning the AC unit. Any damage to the existing system due to negligence of the work personnel engaged during commissioning job shall be born by the supplier.</p> <p>4) Install outdoor unit ( air cooled ) with copper pipings without any disturbance to existing air conditioning system.</p> <p>5) Modify the existing duct system as required to match the new system without much affects to the existing system.</p> <p>6) Sequencing of equipments through Sequential controller, if provided.</p> <p>7) Any other job which is required for proper installation, testing &amp; commissioning of the units. The entire job will have to be carried out as per instruction and laid down procedure of OEM with intended output.</p> <p>8) Impart training to the OIL's personnel for operation and maintenance of the same.</p> <p>9) Handing over of the System to OIL with necessary documents like operation &amp; maintenance manual, catalogue, testing reports, detailed plant layout etc.</p> <p>10) The party shall give an undertaking that they will maintain the plants with similar scope of activities as indicated in Item No. 30 ( AMC )</p>	
<p>Item 30 : AMC for 5 years</p> <p><b>SCOPE AND DEFINITION OF THE CONTRACT:</b></p> <p>Comprehensive annual maintenance of 15 nos. Packaged Air Conditioners for a period of 5 years at R&amp;D Building.</p> <p>Comprehensive Annual Maintenance includes</p> <ol style="list-style-type: none"> <li>1. Continuous (24 x 7) operation and maintenance of 15 nos. of packaged AC systems at R&amp;D Building. Contractor's personnel shall be present during duty hours ( 7:00AM - 3:30PM ) and attend problems on call basis after duty hours.</li> <li>2. Supply and replacement of all defective / damaged parts / components, consumables including gas filling.</li> <li>3. Routine maintenance and annual overhauling of all equipment mentioned above.</li> <li>4. Deployment of competent personnel at plant site for operation and maintenance of plant with record keeping.</li> <li>5. Breakdown maintenance of all equipments mentioned above.</li> </ol> <p>Each and every equipment mentioned above shall be serviced / maintained as per schedule given in the scope of work for good health and running condition of the equipment.</p> <p>Minor Civil jobs necessary for carrying out the maintenance job shall be in the scope of the contract.</p> <p><b>DEFINITION:</b></p> <p>For the purpose of the meaning for the terms used in the contract document, following definitions are given for exclusive use for the contract.</p> <p>'company' : M/S OIL INDIA LIMITED</p>	

'contract' : Comprehensive maintenance/servicing/repairing of packaged air conditioners, with supply of all spares / components and consumables.

'similar contract' : Similar nature of maintenance and servicing activities / procedures for upkeepment of HVAC system /packaged air conditioners of 7.5 TR or nearer to this capacity.

'site' refers to R&D Complex of OIL INDIA LIMITED.

#### JOB DESCRIPTION:

##### 1.0 SCOPE OF WORK :

The contractor will carry out repairing/rewinding/ reconditioning of the defective equipment: Motors, compressor, pumps, panels and air cool condenser units as and when required.

The contractor will carry out normal/routine preventive maintenance/servicing regularly.

1.1 The following daily maintenance to be carried out by the contractor.

- i) Blowing out dust accumulated over motor, panels, compressors.
- ii) check parameters and maintain hourly record in register book.

1.2 The following weekly maintenance to be carried out by the contractor.

- i) Check settings and testing of operation of all safety controls and operating devices.

1.3. The following half yearly maintenance are to be carried out by the contractor.

- i) Check all strainer, repair/replace if necessary.
- ii) Cleaning/wash air filters.
- iii) Check and clean contact points in all starters.

1.4 The following yearly maintenance are to be carried out by the contractor. Extra manpower required if any, shall be arranged by the contractor.

- i) Overhaul all the equipment of the plant as and when advised based on need. ( once a year )
- ii) Check dampers and damper operation for freeness in operation than clean and lubricate.
- iii) Check and tighten hold down bolts and anchorages.
- iv) Check for obstructions, loose boards, and fallen insulation of air ducts and return air passages.
- v) Check all wiring for loose contact and rectify.
- vi) Drain oil from gear boxes of cooling tower fan motor gear, clean oil sump and replace oil.
- vii) Painting of equipment when required. Paint shall be supplied by the contractor.
- viii) Checking of earthing of panels, motors etc.

1.5 The contractor will keep the plant room clean.

1.6 The contractor's expert engineer shall have to inspect the plant in regular basis.

1.7 If required any type of modification in the machine, the contractor shall have to inform to OIL Engineer before doing the above job.

##### 2.0 OPERATION OF THE PLANT:

2.1 The technician will check availability of 3 Phase power in the starter panels.

2.2 The technician should ensure the perfect operation of all upstream equipment prior to starting of the plant.

2.3 The Technician will maintain records of day to day maintenance activities and breakdown /repairing done during working days.

2.4 The daily operation will include the following running maintenance to be carried out by the contractor's technician.

- i) Maintaining Log Sheet of readings of different operating parameters.
- ii) Checking the motors, starters for overheating/abnormal sound.
- iii) Checking the bearings for overheating.
- iv) Checking conditions in the air conditioned area at least twice per shift.
- v) Ensure that all starters are working properly.

2.5 OVERHAULING SCHEDULE: The schedule of overhauling of air conditioners shall be need-based and hence advised by OIL as and when deemed fit.

### 3.0 MANPOWER:

3.1 The personnel in mechanic level engaged by the contractor shall have full knowledge of various makes/ types of package air conditioners,

3.2 The personnel engaged shall be competent enough to detect and rectify fault in any equipment / machine under contract.

### 3.3 QUALIFICATION:

i) Supervisor: - 1 post

The Supervisor engaged shall possess 3 years Diploma in Electrical/ Mechanical Engg. Or possess ITI certificate passing from recognized institution in air conditioning and refrigeration trade with at least 2 years' experience in a reputed organization.

ii) Mechanic ( air conditioning & refrigeration ) - 1 posts

The Mechanic ( air conditioning & refrigeration ) engaged shall possess ITI certificate passing from recognized institution in air conditioning and refrigeration trade with at least 2 year experience in a reputed organization.

iii) Helper - 2 posts

Helper, qualified enough to understand safety rules and instructions that might be necessary to perform jobs smoothly.

The contractor shall arrange manpower of above requirement if any of the above is on leave or absent for any reason.

3.4 Contractor shall obtain OIL's approval for the personnel to be engaged before signing of the contract agreement. Bio-data of all the personnel must be submitted.

3.5 Extra manpower if required, for overhauling / servicing purposes shall have to be engaged by the contractor with due permission from the Engr.- in - Charge.

Qualified air conditioning and refrigeration engineer for trouble shooting and system study shall have to be arranged by the contractor as and when required for smooth and uninterrupted service during the operation of the contract.

### 4.0 PAYMENT TERMS:

4.1 Payment to the contractor shall be paid on monthly basis against actual jobs done during the month.

4.2 Payment to the contractor personnel will be the responsibility of the contractor. Any dispute regarding payment shall be resolved by the contractor with its employees. OIL will not be a party to any



dispute of this type.

4.3 Monthly bill (SES) shall be passed to the contractor only after submission of :

a) Copy of wage slip paid to the working personnel in previous month. Payment shall be comply with the minimum wage set by Competent Authority valid for OIL.

b) Duly filled up PF particulars in prescribed format which will be handed over to party after award of the contract.

#### 5.0 TRANSPORTATION:

5.1 The contractor shall arrange his/her own arrangement for transportation of his/ her personnel and materials to plant site.

5.2 Loading and unloading of materials/ machines if any shall be the scope of the contractor.

#### 6.0 TOOLS AND TACKLES:

6.1 The contractor shall be ready with all tools & tackles required for proper maintenance of package AC systems.

6.2 Whenever OIL inspector/ Engineer wishes to inspect, contractor shall produce the tools and tackles for inspection.

#### 7.0 PERSONAL PROTECTIVE EQUIPMENT (PPE):

7.1 Contractor shall provide all safety gadgets to his work-persons required for this job. The condition of all PPE and other safety gadgets provided by the contractor to his work persons shall be in proper/ good condition. List of PPE's are listed below.

7.2 Safe and proper working procedure shall be followed while carrying out jobs to ensure safety of equipment and personal.

7.3 Contractor shall ensure compliance of all safety and statutory rules regulations.

7.4 The contractor's personnel while on duty/ work must use the following personal protective equipment. Personnel without PPE will not be allowed to work and will be marked absent.

#### 8.0 SPARES AND COMPONENTS:

8.1 The contractor shall provide all spares and consumables required for maintenance and repairing of packaged air conditioners.

8.2 The contractor shall maintain a list of critical list of spares and make stocks in sufficient quantity.

8.3 Contractor shall maintain sufficient stock of essential spares/ consumables of superior quality in his site store at Duliajan for replacement of defective/ worn out parts expeditiously.

#### 9.0 OFFICE /WORKS/STORAGE:

9.1 Contractor should have arrange proper works cum storage facility at Duliajan (within a radius of 5 Km from OIL industrial area), where he/ she can be contacted in case of requirement/ emergency (24 hours a day) with a permanent telephone number.

9.2 OIL reserves the right to inspect and verify the compliance of point No. 6.0 before awarding the

contract

9.3 Contractor shall arrange boarding and lodging for his persons. All logistics arrangements shall be in the scope of the contractor.

#### 10.0 QUALITY OF WORK:

10.1 Contractor shall abide by all instructions of OIL engineer and carry out standard quality jobs/ works to satisfaction of OIL Engineer- in Charge

10.2 OIL shall reserve the right to ask the contractor to re-do poor quality job at no extra cost to OIL.

#### 11.0 GUARANTEES OF WORKS & SERVICES:

The replacement/ repair of major equipment like compressor, condenser, condensing pump& motor, cooling tower unit coils etc. should be guaranteed for a period of one year from the date of replacement/ repair undertaken by the contractor. Failure of component during guarantee period shall be replaced by the contractor without any additional cost to OIL.

#### 12.0 BREAKDOWN:

12.1 The contractor should ensure that the equipment included in the service contract are in satisfactory working condition at all times.

12.2 Attending to all reports & minor repairs should be carried out within 24 Hrs.

12.3 Major repairs relating to parts like Compressor, Condenser pump motor, Cooling tower fan motor and Gas charging the maximum permissible period will be 120 hours.

12.4 In case of delay in attending breakdown report or if the contractor fails to complete repair/ breakdown maintenance job within stipulated time period of 120 hours and put back equipment to working condition, Oil reserves the right to carry out the same using OIL' s resources and recover the expenses from the contractor's bill. In addition, an amount equal to as mentioned in 13.0 will be deducted from the bill.

#### 13.0 PENALTY:

For unsatisfactory performance/ non-performance, delay in attending report, delay in completing breakdown report of the unit, penalty will be imposed as under:

13.1 More than 48 hours to 72 hours, deductions @ 0.5% per day per unit of the annual contract amount of the item and to a maximum of 7.5%.

13.2 More than 72 hours to 120 hours, deductions @ 1% per day per unit of the annual contract amount of the item to a maximum of 7.5%.

13.3 More than 120 hours, deductions @ 3% per day per unit of the annual contract amount of the item and to a maximum of 7.5%.

#### 14.0 CONDITION OF THE ALL MACHINES AT THE BEGINNING AND AT THE END OF CONTRACT:

14.1 The party shall complete the installation and commissioning job of all packaged AC system to the satisfaction of OIL's representative and then only the contractor shall be allowed for comprehensive contract. i.e. all machines shall come under contract at for the same period of time.

14.2 At the end of the contract the contractor shall hand over all machines to OIL in serviced and good working condition.

14.3 At the end of the contract if any machines are found defective, the same must be repaired and its proper performance/functioning must be ensured by the contractor, otherwise final bill will not be processed.

**15.0 DOCUMENTS TO BE SUBMITTED :**

The bidder shall furnish the following documents before awarding of the contract.

1. List of manpower as per clause 3.0 above.
2. Self attested/attested copies of documents pertaining to PAN, VAT REGD NO., SERVICE TAX REGD NO, Bank A/C No, P.F. Code, Vendor Code (for existing vendor).

**16. GENERAL HSE POINTS TO BE COMPLIED BY THE CONTRACTOR:**

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. All sub-contractors hired by him must comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to dated SOP at the plant room for ready reference.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a mine must undergo initial medical examination (IME). Records of IME / PME should be maintained properly.

8. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by

company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

9. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

10. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

11. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

12. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

13. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

14. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test (s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

15. To arrange daily tool box meeting and regular site safety meetings and maintain records.

16. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

17. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

18. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

19. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

20. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

21. The contractor should prevent the frequent change of his contractual employees as far as practicable.

22. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

23. Competency Criteria shall be formulated & documented, for all kinds of Contractor employees being engaged by the company as follows.

a) Qualification of Supervisor: The person should be Diploma in Electrical Engineering / ITI certificate passing from recognized institution in air conditioning and refrigeration trade with at least 2 years' experience in a reputed organization.

<p>b) Qualification of Technician: The person shall possess ITI certificate passing from recognized institution in air conditioning and refrigeration trade with at least 1 year experience in a reputed organization.</p> <p>c) Qualification of Helper : The person shall be qualified enough to understand Electrical safety rules and Instruction that might be necessary to perform jobs smoothly.</p> <p>d) Reading/Writing Skills : The Supervisor &amp; the Technician shall be able to read &amp; write in English Language. However, the Helper should be also able to understand English language.</p>	
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**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.**

**Annexure- DDD**

**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 Tender No. **SDI7742P16** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder/Contractor**

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

## **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 credibility 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.
1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.



2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

### **Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

|  
  
S MAJUMDER  
**PURCHASE OFFICER (IP)**

-----  
For the Principal

-----  
For the Bidder/Contractor

Place. Duliajan.

Witness 1 : .....

Date 03.07.2015 .

Witness 2 : .....|

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

Tender No.			
Bidder's Name :			
		<b>Compliance by Bidder</b>	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Bidder to confirm that he has not taken any exception/deviations to the bid document .		
2	Confirm that the product offered strictly conform to the technical specifications.		
3	Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer (Wherever Applicable) ?		
4	Confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial bid.		
5	Confirm that the prices offered are firm and / or without any qualifications?		
6	Confirm that all relevant fields in the on-line bidding format been filled in by the bidders for the items quoted by them.		
7	Confirm that the price bid is in conformity with OIL's online bidding format ?		
8	Confirm that the Bid comply with all the terms & conditions ?		
9	Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.		
10	CONFIRM THAT YOU HAVE SUBMITTED THE DULY SIGNED INTEGRITY PACT DOCUMENT (Wherever Applicable)		
11	CONFIRM THAT YOU HAVE SHALL SUBMIT PERFORMANCE BANK GUARANTEE AS PER NIT IN THE EVENT OF PLACEMENT OF ORDER ON YOU (Wherever Applicable)		
12	CONFIRM THAT YOU HAVE SUBMITTED DOCUMENTS AS PER GENERAL QUALIFICATION CRITERIA		
13	Confirm that you have submitted Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager where Bid security has been submitted as Bank Guarantee.		

NOTE: Please fill up the greyed cells only.

**Response Sheet****Annexure-FFF**

<b>Tender No.</b>	
<b>Bidders Name</b>	

**Bidders Response Sheet**

<b>Sl No.</b>	<b>Description</b>	<b>Remarks</b>
1	Name of Bidder	
2	Whether tender document purchased from OIL's offices.	
3	Place of Despatch	
4	Whether Freight charges have been included in your quoted prices	
5	Whether Insurance charges have been included in your quoted prices	
6	Make of quoted Product	
7	Offered Validity of Bid as per NIT	
8	Delivery Period in weeks from placement of order	
9	Complied to Standard Payment Terms of OIL or not.	
10	Bid Security Submitted (if applicable)	
11	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
12	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager	
13	Bid Security if Not submitted reasons thereof	
14	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
15	Integrity Pact Submitted (if applicable)	
16	Whether submitted documents in support of General Qualification criteria of NIT	
17	If bidder is Small scale unit whether you have quoted your own product	
18	If bidder is Small scale unit whether you are eligible for purchase preference (as per Govt guidelines)	
19	Whether filled up the bank details for online payment as per Annexure GGG	

NOTE: Please fill up the greyed cells only.

**(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.