



**OIL INDIA LIMITED**  
**(A Government of India Enterprises)**  
**4, India Exchange Place**  
**Kolkata -700001**

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**FORWARDING LETTER**

**Tender No. : SKI 1942P17/01 DTD 29.07.2016**

**Tender Fee : Rs 1,000.00**

**Bid Security : Applicable**

**Bid Security Amount : Rs. 4,54,000.00/-**

**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**

**Delivery Required : At Duliajan, Assam.**

OIL invites Bids for Manila Ropes **as per Annexure A** 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/CALCUTTA/E-01/2016. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents.

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

**The tender will be governed by:**

- a) **For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos = 0374-2807178, 0374-2807171 , 0374-2807192. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in).**
- b) "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).
- c) Technical specifications with BEC/BRC and Qty. as per **ANNEXURE A**.
- d) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents.

- a) 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).
- b) Bidder are advised to fill up the Technical bid **CHECK LIST** and **RESPONSE SHEET** 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 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. Bidders shall quote accordingly under Single Stage Two Bid System. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

1.1 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID" should contain details as mentioned in the technical specifications as well as BEC/ BRC , techno-commercial details including quantity offered except prices which shall be kept blank and upload the same in the Technical RFx Response-> User - > Technical Bid. No price should be given in above Technical Rfx otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User - > Technical Bid only. 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". Priced bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.

2.0 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).

Alternatively application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in the form of crossed "Payee Account only" Bank Draft/Bankers' Cheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders payable to the OIL is to be sent to DGM-Calcutta Branch, Oil India Limited, 4, India Exchange Place, Kolkata – 700 001. 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).

For exemption for tender fee, please refer Clause No. 3.3 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).

3.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **DGM-Calcutta Branch, Oil India Limited, 4, India Exchange Place, Kolkata – 700 001** only 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

- 4.0 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.
- 5.0 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) with organisation name 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.
- 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 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed Annexure-A.
- 9.0 Please do refer the User Manual provided on the portal on the procedure how to create Response for submitting offer.

NOTE:

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

## 2.0. **Integrity Pact :**

The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure V of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned 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. In the event bidder declines to submit the integrity pact, their offer shall be rejected straightaway. 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

The name of the OIL's independent external monitor is at present:

i) Shri Rajiv Mathur, IPS (Retd.)

His e-mail id is available in OIL's website [www.oil-india.com](http://www.oil-india.com) .

Yours Faithfully,  
Sd-

(A.GOGOI)  
SR. PURCHASE OFFICER  
For DGM -Calcutta Branch



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**ANNEXURE-A**

**Tender No& Date : SKI 1942 P17 DATED 29.07.2016**

**OIL INDIA LIMITED invites Indigenous tenders for items detailed below:**

**TECHNICAL SPECIFICATIONS WITH QUANTITY**

SLNO & MATERIAL CODE NO.	MATERIAL DESCRIPTION.	QUANTITY	UOM
	<b><u>ROPE MANILA, CONFORMING TO IS-1084:2005 (FOR LATEST EDITION / REVISION) CONSTRUCTION : HAWSER-LAID NO. OF STRANDS : 3 LAY OF ROPE : Z ANGLE OF LAY : 37 DEGREE GRADE OF ROPE : 2 PITCH OF ROPE : 2.5 D TO 3.5 D (where D is the diameter of the rope)</u></b>		
10 ----- 84400321	<u>Ropes, Manila, Diameter : 12mm</u>  Diameter : 12 mm Minimum No. of yarn per Strand : 6 Minimum Braking Strength : 9.37 KN (955 kgf) Linear density : 0.105 Kg/Mtr. (105 ktex)	4,000.00	KG
20 ----- 84400354	<u>Rope, Manila, Diameter : 18mm</u>  Diameter : 18 mm Minimum No. of yarn per Strand : 13 Minimum Braking Strength : 20.94 KN (2135 kgf) Linear density : 0.22 Kg/Mtr. (220 ktex)	20,000.00	KG

30 ----- 84400401	<u>Rope, Manila, Diameter : 28mm</u> Diameter : 28 mm Minimum No. of yarns per Strand : 31 Minimum Braking Strength : 52.22 KN (5325 kgf) Linear density : 0.532 Kg/Mtr. (532 ktex)	40,000.00	KG
40 ----- 84400434	<u>Rope, Manila, Diameter : 36mm</u> Diameter : 36 mm Minimum No. of yarns per Strand : 52 Minimum Braking Strength : 84.68 KN (8635 kgf) Linear density : 0.89 Kg/Mtr. (89 ktex)	7,000.00	KG

**COMMON NOTES:-**

Bidder must confirm the following while quoting :

1. The ropes shall be manufactured as per IS-1084:2005 specifications.
2. The evenly spun 4.6 ktex yarn throughout the length processed on Hard Fibre Processing Plant shall be used for manufacture of the ropes. Hard hackled or hand spun yarn shall not be used.
3. The ropes shall be well laid & free from defects. Each coil shall be continuous throughout its length & shall not contain loose ends, splices or joints in strands or in the rope.
4. The ropes shall be supplied in coils duly packed as per IS-3256 specifications.
5. The length of rope in each coil should be 220 Mtrs.
6. The maximum permissible variations in length of each coil under zero tension shall be restricted to the ranges specified below :
  - a) Rope Diameter up to 14 mm diameter - Tolerance +/\_ 5%
  - b) Rope Diameter above 14 mm diameter - Tolerance +/\_ 3%
7. The Mass of each coil & tolerance thereof should be as per Clause 8.1 of IS-1084:2005 specifications.
8. Each coil shall have at both ends labels securely attached on which the following shall be marked :
  - a) Manufacturer's name & /or trade mark
  - b) Length of rope in the coil
  - c) Diameter of rope in mm
  - d) Month & Year of Manufacture
  - e) Grade
  - f) Purchase order number

9. Each coil shall also be marked with BIS Certification Marking / "ISI" mark as per Clause 12.2 of IS-1084:2005 specifications.

10. Rope should be rots proofed by application of suitable rot-proofing agent throughout the length as per Clause 6.6 of IS-1084:2005 specifications.

11. Bidders should forward a copy of valid IS-1084:2005 certificate (license to use ISI Standard Mark) along with their quotations.

12. Supply houses / authorized representative / dealer / supplier submitting offer against this tender should forward the following along with their quotation :

- a) Letter of Authorization from manufacturer whose product they are offering.
- b) Copy of valid IS-1084:2005 certificate (license to use ISI Standard Mark) of manufacturer whose product they are offering.

## **BID EVALUATION CRITERIA/BID REJECTION CRITERIA**

### **I. BID REJECTION CRITERIA**

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

### **A. TECHNICAL**

- i. The party should preferably be a Manufacturer of the product. In case the bidder is not a manufacturer, he should be an authorized representative / dealer / supplier of the product. The authorized representative / dealer / supplier should produce authority letter in original from its manufacturer along with the bid. Such authority letter should be valid for the entire period of execution of the order.
- ii. The manufacturer should have valid authorization from Bureau of Indian Standard (BIS) to manufacture the quoted items of manila rope. The validity of the license should be for the entire period of execution of the order.
- iii. Manufacturer should have supplied minimum 50% quantity (to be rounded to next higher whole figure) of each type of the tendered item of same or higher size and same or higher minimum breaking strength during the last 5 (five) year period preceding the original bid closing date of the tender.

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 Satisfactory inspection report (OR) 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 others documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.”

- iv. Each coil of manila rope should bear “ISI” mark/ BIS certification marking.
- v. The bid should also accompany test report in original of their latest manufactured product.
- vi. The offered product should be strictly as per OIL’s specifications.
- vii. The manila ropes should be supplied in the original packing of the manufacturer with markings conforming to the tender specifications.
- viii. Valid test certificate from National Test House (Govt.Of India) for the ordered batch as per the IS norms has to be provided along with the consignment. The bidder has to confirm their acceptance categorically in their offer for the tendered sizes of ropes on the same.

## **B. FINANCIAL CRITERIA:**

### **1. Annual Turnover:**

i) The annual financial turnover of the bidder shall be atleast **Rs. 1,13,47,790.00/-** in any of the 3 preceding financial years reckoned from the original bid closing date .

ii) **Net worth** of bidder must be positive for preceding financial/ accounting year.

iii) 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’.

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

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE- B.

OR

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



**C) COMMERCIAL:**

1.0 Bids are invited under **Single Stage Two Bid** System. Bidders shall quote accordingly under Single Stage Two Bid System. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.

1.0 **Bid security of Rs.4,54,000.00/-** shall be furnished as a part of the TECHNICAL BID (refer Clause No. 8.0 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders)). **A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.**

1.1 For exemption for submission of Bid Security, please refer Clause No. 8.16 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).

1.2 The Bank Guarantee towards Bid Security shall be valid **upto 10.04.2017.**

2.0 Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.

3.0 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.

4.0 Validity of the bid shall be minimum **120 days from the Bid Closing Date.** Bids with lesser validity will be rejected.

5.0 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.

6.0 Bids containing incorrect statement will be rejected.

7.0 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.

8.0 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure V** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned 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. In the event bidder declines to submit the integrity pact, their offer shall be

rejected straightaway. 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

9.0 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) with Bidder's organization name 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" digital certificate with Bidder's organization name, will be rejected.

## **II) BID EVALUATION CRITERIA (BEC):**

**The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria mentioned below:**

1.0 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

2.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be done on F.O.R. Duliajan value basis.

3. 0 The total requirement for tendered item no. 20 & 30 (manila rope with sizes :18 mm and 28 mm ) would be split between two bidders in the ratio of 70 % and 30 %. While L1 bidder will be considered for 70 %, the L2 bidder would be considered for the remaining 30% if they match their total FOR destination price with the total evaluated FOR destination price of the L1 bidder.

3.1 In the event the L2 bidder declines to match their total evaluated FOR destination price with the total FOR destination price of the L1 bidder, the option would be provided to the L3 bidder to match their total FOR destination price with the total evaluated FOR destination price of the L1 bidder and order would be placed to them if they match their total FOR destination price accordingly. In case the L3 bidder also declines, the option would be given to the L4 bidder and so on.

**ANNEXURE-B**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

**TO WHOME IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of **M/s.....**(Name of the Bidder)for the last three (3) completed accounting years upto.....(as the case may be) are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs)	<b>NET WORTH</b> In INR (Rs)

Place:

Date:

Seal:

Membership No..

Registration Code:

Signature:

---XXXX---

**Annexure- V**

**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. .... dated ..... 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 suspicions 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.

## **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.
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 s 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 intensions.

A. GOGOI  
Sr. Purchase Officer

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For the Principal

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For the Bidder/Contractor

Place. Kolkata.

Witness 1 : .....

Date .09.08.2016

Witness 2 : .....



**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>
<b>1</b>	<b>Name of Bidder</b>	
<b>2</b>	<b>Whether all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.</b>	
<b>3</b>	<b>Place of Despatch</b>	
<b>4</b>	<b>Whether Freight charges have been included in your quoted prices</b>	
<b>5</b>	<b>Whether Insurance charges have been included in your quoted prices</b>	
<b>6</b>	<b>Make of quoted Product</b>	
<b>7</b>	<b>Offered Validity of Bid as per NIT</b>	
<b>8</b>	<b>Delivery Period in weeks from placement of order</b>	
<b>9</b>	<b>Complied to Standard Payment Terms of OIL or not.</b>	
<b>10</b>	<b>Original Bid Security Submitted (if applicable)</b>	
<b>11</b>	<b>Whether ORIGINAL Bid Bond as per format (not copy of Bid Bond) Sent separately? If YES, provide details</b>	
	<b>a) Bid Security Amount (In Rs):</b>	
	<b>b) Bid Security Valid upto:</b>	
	<b>c) Name and Full Address of Issuing Bank:</b>	
<b>12</b>	<b>Bid Security if Not submitted reasons thereof</b>	
<b>13</b>	<b>Whether you shall submit Performance Security in the event of placement of order on you</b>	
<b>14</b>	<b>Integrity Pact Submitted</b>	
<b>15</b>	<b>If bidder is Small scale unit whether you have quoted your own product</b>	
<b>16</b>	<b>If bidder is Small scale unit whether you are eligible for purchase preference (as per Govt guideliness)</b>	
<b>17</b>	<b>Whether filled up the bank details for online payment as per Annexure GGG</b>	

**NOTE: Please fill up the greyed cells only.**

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

<b>Tender No.</b>			
<b>Bidder's Name :</b>			
		<b>Compliance by Bidder</b>	
<b>SL. NO.</b>	<b>BEC / TENDER REQUIREMENTS</b>	<b>Indicate 'Confirmed' / 'Not Confirmed' / Not applicable</b>	<b>Indicate Corresponding page ref. of unpriced bid or Comments</b>
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.		
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 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		
11	CONFIRM THAT YOU HAVE SHALL SUBMIT PERFORMANCE BANK GUARANTEE AS PER NIT IN THE EVENT OF PLACEMENT OF ORDER ON YOU		
12	Confirm that original bid bond guarantee has been submitted in format MENTIONED IN NIT.		

NOTE: Please fill up the greyed cells only.

**(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 :.....

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.