

## Annexure-I

**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
SSI1122P17 DT: 17.05.2016 (Single Stage Composite Bid System)	07.07.2016	Ethylene Glycol Monobutyle Ether(20MT)
SSI1123P17 DT: 17.05.2016 (Single Stage Composite Bid System)	07.07.2016	Ferric Alum(400MT)
SSI1124P17 DT: 17.05.2016 (Single Stage Composite Bid System)	07.07.2016	Caustic Soda(108MT)
SSI1126P17 DT: 17.05.2016 (Single Stage Composite Bid System)	07.07.2016	Jacket(2660Nos.)
SSI1060P17 DT: 11.05.2016 (Single Stage Two Bid System)	07.07.2016	Line Pipe
SDI1125P17 DT: 07.05.2016 (Single Stage Two Bid System)	07.07.2016	Catfloc (96MT)

Tender fee (Non-refundable): Rs 1,000.00; Bid Closing/Opening Time: (11 Hrs.) IST/(14 Hrs.) IST; Period of sale of documents till 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)

MSE vendors shall apply to DGM-Materials, Oil India Limited, P.O. Duliajan, Assam-786602 for waiver of Tender Fee upto one week prior to the Bid closing date (or as amended in e-portal). <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.

## Annexure-II

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

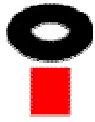
### INVITATION FOR BID LOCAL COMPETITIVE BID

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>SSI0965P17 DT: 30.04.2016 (Single Stage Two Bid System)</b>	<b>07.07.2016</b>	<b>Rate Contract of Bearings for Two years</b>
<b>SSI1064P17 DT: 11.05.2016 (Single Stage Two Bid System)</b>	<b>07.07.2016</b>	<b>Fencing Jingle Wire (120 MT)</b>

Tender fee (Non-refundable): Rs 1,000.00; Bid Closing/Opening Time: **(11 Hrs.) IST/(14 Hrs.) IST**; Period of sale of documents **till 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) 2808792

FAX NO: (91-374) 2800533

Email: bivashdas@oilindia.in ; erp\_mm@oilindia.in

**FORWARDING LETTER**

**Tender No.** : SSI0965P17 dated 30.04.2016

**Tender Fee** : Rs 1,000.00

**Bid Security Amount** : Applicable

**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 **Rate Contract of Bearings for 2 years** through its e-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents

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

**The tender will be governed by:**

- a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos = 0374-2807171 , 0374-2807192. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in).

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

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

Vendors should contact OIL officials at above timings only.

- c) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

- d) Technical specifications and Quantity as per **Annexure – 1A**.
- e) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- f) Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- g) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- h) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the **Technical RFX Response**.

**Special Note:**

**1.0 Technical and Financial Criteria:**

In addition to the general BRC/BEC, following Technical and Financial criteria shall be considered as on the original Bid Closing Date. (**Documentary evidence to be provided along with the bid in Technical RFx -> External Area -> Tender Documents failing which the offer shall be rejected**).

<b>Criteria</b>	<b>Complied / Not Complied.</b>  <b>Documentary evidence submitted / not submitted</b>
a) The bidder should have executed at least orders for Rs.27.30 lakhs for Supply of Bearings in one year, of the preceding 5(five) years.	
b) Annual financial turnover of the firm in any of the preceding 3 financial years should not be less than Rs.28.00 lakhs.	
c) Net Worth of the firm should be Positive for preceding financial year.	

Note: Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (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.

**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- 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).

**NOTE:**

In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they shall apply to C&P department for waiver of Tender Fee one week prior to the Bid closing date (or as amended in e-portal).

**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

Service and Delivery Information

Incoterms

and Statistics

Created By

Created Date

Last Processed By

Last Processed Date

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

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

Go to this Tab “Technical RFx Response” for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.

**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						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid\*

Area for uploading Priced Bid\*\*

**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 **DGM-**

Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender.

- a) Original Bid Security
- b) Detailed Catalogue (if any)
- c) Any other document required to be submitted in original as per tender requirement

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in Duplicate.

**5.0 Benefits to Micro & Small Enterprises (MSEs) as per OIL's Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details. MSE bidders are exempted from submission of Tender Fees and Bid Security/Earnest Money provided they are registered for the items they intend to quote.**

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 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 of Indigenous 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.
- 14.0 If Bank Guarantee is submitted towards ‘Bid Security’, then bidders have to ensure that the Bank Guarantee issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.

**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-**

**(B. DAS)**

**DEPUTY MANAGER MATERIALS (IP)**

**FOR : HEAD-MATERIALS**



**Tender No & Date: SSI0965P17 dtd. 30.04.2016****BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the “Bid Rejection Criteria” as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<b><u>Criteria</u></b>	<b>Complied / Not Complied. (Remarks if any)</b>
<p><b>1.0 BID REJECTION CRITERIA (BRC):</b></p> <p>The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p><b>A) TECHNICAL:</b></p> <p>1. Make of the item should be mentioned in the quotation precisely. OIL's standard acceptable makes are SKF/FAG/TIMKEN/NTN only. In case the make of bearing in NIT is specifically mentioned other than these (i.e.SKF/FAG/TIMKEN/NTN) makes, then only that specific make of bearing will also be acceptable in addition to the above mentioned makes (SKF/FAG/TIMKEN/NTN).</p> <p>2. If only one/two specific brand/brands of make of bearing is mentioned in the item description of NIT, then the technical specification of that make of bearing will be considered as the technical requirement of the bearing. Equivalent bearing (of SKF/FAG/TIMKEN/NTN only), other than the specific make(mentioned in Item Description), should conform to those technical specifications.</p> <p>3. Bidder are to indicate Bearing Nos. against the individual items with complete specification. Each individual Bearing must be supported with technical literature along with bearing numbers and dimensional details, giving comparison of their offer with item description mentioned in NIT (including prefix/suffix) and justifying that their offered bearing is the exact equivalent of the individual Bearing. Otherwise, the offer will be rejected.</p>	

4. Bidders other than manufacturer must submit a copy of valid authorized dealership certificate and principal's price list along with the offer, otherwise offer will be rejected.

5. Dealers/Stockists are to quote only for that make for which they have been authorized/nominated. Offers with multiple brands & for the makes for which they are not authorized, will be rejected.

6. Delivery advices would be issued by OIL on the contractor on as and when required basis. The Contractor would be required to effect delivery of the items as per description mentioned therein within 45 days' time from the date of delivery advice.

#### **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.2,20,000.00** in OIL's prescribed format as Bank Guarantee or a Cashier's cheque or Demand Draft in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. **The Bank Guarantee towards Bid Security shall be valid for 7 months from Bid closing date. (i.e. upto 07.02.2017).** Cashier's cheque or Demand Draft shall be valid for minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Duliajan, Assam

**Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.**

**If bid security in ORIGINAL of above mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.** For exemption for submission of Bid Security, please refer Clause No. 8.16 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. **The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.**

iii) Bids are invited under "Single Stage Two Bid System". Bidders have to submit both the "Techno-commercial Unpriced Bids" and "Priced Bids" through electronic form in the OIL's e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

iv) Performance Security:

Performance Security: Successful bidder will be required to furnish a Performance Security at the rate of 8% of order value of individual release order in addition to retention of EMD. The successful bidder shall submit Performance Security within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above

P.S. For the purpose of determining the amount of Security deposit for performance, the contract / order value shall be considered excluding taxes and duties which are paid extra by OIL. Validity of the performance security/contract performance guarantee shall be valid for 90 days beyond contract period/duration and applicable warranty/guarantee/defect liability period (if any).

The Performance Security shall be in any one of the following forms :

(a) A Bank Guarantee in the prescribed OIL's format valid for 15 months from the date of last shipment/despatch.

(b) A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Duliajan, Assam.

**The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.**

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

vi) 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.

vii) 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.

viii) 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.

ix) Technical RFx Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFx Response folder, otherwise the offer will be rejected.

x) 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) Annual Turnover of a bidder lower than the 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.

### **COMMERCIAL:**

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

ii) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "priced bid".

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

iv) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.	
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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.**

**NOTE:**

1. Please arrange to submit price list of all the items.
2. The quantity indicated against each item is only tentative requirement and may increase or decrease depending on actual requirement. OIL will be at liberty to buy more or less quantity against each item within the overall value of contract. Formal Purchase order placed against Rate Contract will indicate the actual requirement.
3. Rate should be quoted as per unit specified by us on F.O.R. Duliajan door delivery basis indicating the followings :
  - a) Rate as per the current price list – Current price list to be enclosed.
  - b) Rate of discount offered on manufacturer price list.
  - c) Rate of Excise duty, Sales Tax etc
  - d) Packing & Forwarding Charges
  - e) Freight charges
  - f) Insurance charges
  - g) Other charges (if any)
4. Order will be placed as and when required basis.
5. Orders received or mailed prior to termination date of contract will be binding on you.
6. One specimen copy of our rate contract is enclosed for your necessary reference please.
7. The prices at which, when suppliers once entered into a contract should remain firm during the duration of the contract.
8. Third party inspection is not required against this tender.
9. NOTE FOR MANUFACTURER ONLY:

In case you do not quote directly as per your policy, you may divert this tender to your dealer authorized to quote for Oil India Limited, Duliajan, Assam.
10. If the prospective bidder is executing rate contract which is still running and the contract value executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the NIT such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work/supply/service execution certificate from the end user.
11. Bidders are to confirm in their offer that they will submit Manufacturer's Inspection, Test and Guarantee Certificate along with the supply of materials.

12. In case of imported bearing, the bidder should indicate the country of origin of the offered bearing and they should confirm that they will submit copies of import documents (bill of lading, bill of entry and OEM's proforma invoice) along with the OEM's inspection and test certificate. To this effect, bidder would make a declaration at the time of supply that, bearings supplied are imported and they take sole responsibility for all the documents submitted for their authenticity and genuineness of the bearings supplied and would make good discrepancy, if any reported, on free of cost door delivery basis immediately.

-----XXXX-----

**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. **SSI0965P17** 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**

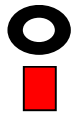
1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership 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.

[

<p>BIVASH DAS <b>DEPUTY MANAGER MATERIALS (IP)</b> ----- For the Principal</p>	<p>----- For the Bidder/Contractor</p>
--	--

Place. Duliajan.	Witness 1 : .....
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Date 25.05.2016 .	Witness 2 : .....]
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**Oil India Limited**

(A Govt. Of India Enterprise)

P.O. DULIAJAN -786 602  
DIST. DIBRUGARH  
ASSAM, INDIA  
PH: 0374 280 0491  
FAX: 0374-2800533/2800522  
E-mail: material@oilindia.in

**CONTRACT NO. ....**

**DATE: .....**

**DESCRIPTION OF WORK / SUPPLY: SUPPLY OF BEARINGS.**

### **CONDITIONS OF CONTRACT**

MEMORANDUM OF AGREEMENT made this **XXXX** between **OIL INDIA LIMITED**, a Company incorporated under the Company's Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called "**The Company**"), of the one part and **M/s XXXXX** (Hereinafter called "**The Supplier**") of the other part.

**IT IS HEREBY AGREED AS FOLLOWS:**

#### **1.0 VALIDITY:**

This contract is valid for a period of 2(two) years from **XXXX** to **XXXX**. The terms and conditions of the contract will remain valid for the purchase order placed within stipulated validity of the contract till completion of execution of these orders.

#### **2.0 MATERIALS:**

The Supplier hereby undertakes to supply the Company's requirement of Bearings as mentioned in the enclosed Annexure-I during the period of the contract.

#### **3.0 RATES:**

- i. **PRICES:** Price will remain firm during the contract period.
- ii. **TAXES:** As applicable within the contractual delivery period at the time of supply will be inclusive in the prices.

#### **4.0 QUANTITY:**

The requirement of Bearings against this contract is estimated to be in the tune of **Rs.XXXX** (Rupees XXXX) including tax during the contract period. The Supplier shall notify the Company as soon as the monetary limit is about to be exhausted and will not make any further supplies unless it is specifically enhanced by the Company. The quantity mentioned in the enclosed Annexure – I is tentative figure and it may increase or decrease depending on actual requirement.

5.0 **PRICE ESCALATION:**

During contract period no request for price escalation will be entertained by the Company. The prices shall remain firm during the contract period.

6.0 **DELIVERY**

i) **Terms of delivery:** Free at OIL's Office at Duliajan. The supplier shall make the necessary arrangement for delivery of the materials at OIL's Office at Duliajan at no extra cost within 45 days from the receipt of order.

ii) **Delivery time:** Purchase Orders will be issued by the Company on the Supplier as and when the supplies are required by the Company and Supplier shall effect the delivery of materials as per descriptions mentioned therein within the stipulated time schedule.

7.0 **LIQUIDATED DAMAGES CUM PENALTY:**

In the event of failure to execute any supply order within the stipulated delivery period indicated in the purchase orders concerned in line with para 6.0 above, liquidated damage cum penalty at the rate of ½ % per week or part thereof subject to maximum of 7.5% of the value of goods in respect of which default in delivery takes place, will be levied and recovered by the Company from the bills/other pending bills of the supplier. The default may also lead to cancellation of the contract which will be solely at the discretion of the Company.

8.0 **PAYMENT TERMS:**

- i) 100% payment will be released within 30 days from the date of receipt and acceptance of the materials.

9.0 **STATUTORY RULES AND REGULATIONS:**

9.1 The Supplier shall be solely and fully responsible for complying with all the regulations as laid down by the Government / Company authorities regarding the supply of goods.

9.2 The Supplier hereby undertakes to comply with Company's Security Regulations.

10.0 **OTHER TERMS AND CONDITIONS:**

10.1 The Company shall have powers to:

- a. Reduce the rates at which the payment shall be made if the quality of the supplies, although acceptable, is not upto the required standard.
- b. Deduct from the Supplier's bill and/or otherwise realize the amount of any loss suffered by the Company on account of wrong supply / non-supply / belated supply against this contract.
- c. Procure supplies from other sources in the event of Supplier's failure to supply within scheduled delivery date incorporated in the delivery advices. The excess expenditure, if any, incurred in procuring the material from alternative sources would be recovered from the Supplier.

- d. Enter into parallel Rate Contracts with other Suppliers and to obtain additional supplies by adhoc purchases from other sources.

10.2 The Supplier will be allowed to enter into the Industrial area to deliver the goods as per the timings below:

- |     |                  |   |                |
|-----|------------------|---|----------------|
| (a) | Monday to Friday | : | Upto 1.00 P.M. |
| (b) | Saturday         | : | Upto 9.00 A.M. |

11.0 **INDEMNITY:**

The Supplier shall be solely responsible and liable for any and all losses/damages or injury to persons or property, whether or not such persons are employed by or such property is owned by the Company arising out of negligence, willful act or defamation on the part of the Supplier. The Supplier shall indemnify and hold the Company harmless against any and all such claims, demands, actions, suits, proceedings and judgements relating thereto which may be made or brought against the Company and defend the Company at Supplier's sole expenses in any litigation involving the same. For this purpose, Supplier shall comply with the provisions of workmen's Compensation Act. Fatal Accidents Act, Industrial Dispute Act or any other enactment for the time being in force.

12.0 **WARRANTY:**

The Supplier warrants that the materials supplied will be genuine materials and will be of recent make, best quality and workmanship and free from any defect. Any supply found to be of poor quality / defective will be replaced at no extra cost to Company within maximum of 10 days of receipt of notice by the Supplier.

13.0 **TERMINATION OF CONTRACT**

The Company reserves the right to terminate the contract at any time by giving one month's notice in advance without assigning any reasons thereof.

14.0 **FORCE MAJEURE:**

14.1 In the event of either of the parties hereto being rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram to the other party as soon as possible, after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable despatch.

14.2 The term "force majeure" as used herein shall mean act of God, Strikes, Lockouts or other Industrial disturbance, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, landslides, lightning, earthquakes, fires, storms, floods, washout, Government regulations and other civil commotions and any other causes, whether of the kinds herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the contract by the said party impossible.

15.0 **GOVERNING TERMS AND CONDITIONS:**

Terms and conditions stipulated in offer of the supplier, if any, but not mentioned in the contract will not be applicable.

16.0 **SETTLEMENT OF DISPUTES / ARBITRATION:**

In the event of disagreement/disputes arising in connection with execution of this contract which cannot be settled in an amicable manner between the seller and the purchaser, the matter shall be referred to arbitration. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue for such an arbitration shall be Duliajan.

17.0 **PERFORMANCE SECURITY**

You shall furnish the performance security for rate of 8% of order value of individual release order in addition to retention of EMD within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Validity of the performance security/contract performance guarantee shall be valid for 90 days beyond contract period/duration and applicable warranty/guarantee/defect liability period (if any).

IN WITNESS whereof the parties hereunto set their hands and seals the day and the year first above written.

\_\_\_\_\_  
Signature of the Representative of  
Company (Oil India Limited)

\_\_\_\_\_  
Signature of Supplier  
(or his legal attorney)

-----  
(Full Name of Signatory)

\_\_\_\_\_  
(Full Name of Signatory)

-----  
(Designation of Signatory)

\_\_\_\_\_  
(Seal of Supplier's Firm)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of Witness)

-----  
(Full Name of Witness)

\_\_\_\_\_  
(Full Name of Witness)

Address: **Oil India Ltd., Duliajan**

**Address:**

## PERFORMA OF BID SECURITY

Ref. No

Bank Guarantee No

Dated

TO,  
OIL INDIA LIMITED  
P. O. - DULIAJAN - 786 602  
ASSAM, INDIA

Whereas ..... (herein after called 'the Bidder') has submitted their Bid No. ....dated.....against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the purchaser)'s tender No. ....for the supply of (hereinafter called 'the Bid') KNOW ALL MEN by these presents that we..... Of having our registered office at..... ( hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the said Bank this .....day of.....

**THE CONDITIONS of this obligation are :**

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder, or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity :
  - a) fails or refuses to accept the order ; or
  - b) fails or refuses to furnish the performance security
3. If the Bidder furnished fraudulent document/information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/cable) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of **any** of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including \_\_\_\_\_ ( Bidder to indicate specific date as mentioned in the tender), and any demand in respect thereof should reach the Bank not later than the above date.

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

**B.Controlling Office**

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

**Signature& Seal of the Bank**