

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan - 786602, Assam, India
FAX: 91-0374-2800533; E-mail : material@oilindia.in

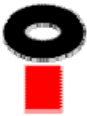
A) OIL INDIA LIMITED invites Indigenous Competitive Bid (e-tenders) through its e-Procurement portal : <https://etender.srm.oilindia.in/irj/portal> for following e-tender :

E-Tender No.	B.C Date	Material Description & Quantity
SDI6841P16 DT: 06.04.2015 (SINGLE STAGE COMPOSITE BID SYSTEM)	04.06.2015	49T GVW TRACTOR UNIT – 01 NO
SSI6853P16 DT:06.04.2015 (SINGLE STAGE COMPOSITE BID SYSTEM)	04.06.2015	PHOTOCOPY PAPER – 31,900 PAC

Application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted one week prior to Bid Closing date. 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.

NOTE:

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



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

TELEPHONE NO: (91-374) 2808719

FAX NO: (91-374) 2800533

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

FORWARDING LETTER

Tender No. : SSI6853P16 DT: 06.04.2015

Tender Fee : Rs 1,000.00

Bid Security Amount : Rs 71,600.00

Bidding Type : SINGLE STAGE COMPOSITE 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 **to enter into a rate contract for a period of 02 (two) year with a provision for extension by another 01 (One) year for supply of 31,900 packets of Photocopy Paper** through its e-Procurement site under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents

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

The tender will be governed by:

- a) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.
- b) Technical specifications and Quantity as per **Annexure – 1A**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- d) In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- e) 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).

- f) 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 General Qualification Criteria:

In addition to the general BRC/BEC, following criteria on Bidders' Experience and their financial capabilities shall be considered (**Documentary evidence to be provided along with the bid in Technical RFX -> External Area -> Tender Documents**) as on the Bid Closing Date:

Criteria	Complied / Not Complied.
	Documentary evidence submitted / not submitted
a) Bidder should have experience of successfully executing atleast one order for the item for Rs 21.47 Lakhs during last 3 years.	
b) Annual financial turnover of the firm in any of the last 3 financial years or current financial year should not be less than Rs 71.56 Lakhs.	

2.0 Application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted only upto one week prior to 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.

NOTE:

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

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

3.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and Due date to Head

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

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

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

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 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.

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

7.0 a) **The Integrity Pact is applicable against this tender. Therefore, please submit the Integrity Pact document duly signed along with your quotation as per BRC. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure DDD of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be submitted by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway".**

b) **The name of the OIL's Independent External Monitors at present are as under:**

**SHRI RAGHAW SHARAN PANDEY, IAS (Retd.),
Former Secretary, MOP & NG,
e-Mail ID : rspandey_99@yahoo.com**

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

8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the **Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per Annexure-CCC)** contradict the **Clauses of the tender and / or "General Terms & Conditions"** as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement (LCB Tenders) elsewhere, those in the **BEC / BRC** shall prevail.

9.0 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.

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

NOTE:

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

Yours Faithfully

Sd-

**(S JALLAN)
PURCHASE OFFICER (IP)
FOR HEAD-MATERIALS**

Tender No & Date: SSI6853P16 DT: 06.04.2015**BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

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

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

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
<p>1.0 BID REJECTION CRITERIA (BRC):</p> <p>The bid shall conform generally to the terms and conditions given in the bid document. Bid shall be rejected in case the item(s) offered do not confirm to the required parameters stipulated in the technical specifications. 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>A) COMMERCIAL:</p> <p>i). Validity of the bid shall be minimum 120 days from the Bid Closing Date.</p> <p>ii). Bid security: The bid must be accompanied by Bid Security of Rs 71,600.00 in OIL's prescribed format as Bank Guarantee or a Bank Draft/Cashier cheque in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. The Bank Guarantee towards Bid Security shall be valid for 10 months from Bid closing date. (i.e. upto 04.04.2016).</p> <p>Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.</p> <p><u>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.</u></p>	

For exemption for submission of Bid Security, please refer Clause No. 8.8 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.

The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.

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

iii). Performance Security:

The successful bidder shall furnish the performance security for 10% of the estimated contract value for 4months period.

The Performance Security must be valid for minimum 3 months period beyond the expiration of contract. However, the validity of the PBG should be extended in the event of extension of the Rate Contract. Bidder must confirm the same in their bid. Offers not complying with this clause will be rejected.

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

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

v). The prices offered will have to be firm through out the contract period and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

vi). Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii). All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3 with Organisation’s Name” digital certificate, will be rejected.

<p>viii). Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.</p> <p>ix). A bid shall be rejected straightway if it does not conform to any one of the following clauses:</p> <p>(a) Validity of bid shorter than the validity indicated in the Tender.</p> <p>(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.</p> <p>(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.</p> <p>(d) In case the Party refuses to sign Integrity Pact.</p> <p>(e) Average Annual Turnover of a bidder lower than the average Annual turnover mentioned in the Tender.</p> <p>2.0 <u>BID EVALUATION CRITERIA (BEC)</u></p> <p>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.</p> <p>A) TECHNICAL:</p> <p>i). The Items should be strictly as per OIL’s tender specifications</p> <p>B) COMMERCIAL:</p> <p>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.</p> <p>ii). 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.</p>	
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NOTE:

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

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TECHNICAL SPECIFICATIONS WITH QUANTITY**Tender No & Date: SSI6853P16 DT: 06.04.2015**

	Complied / Not Complied. (Remarks if any)
<u>ITEM NO. 10 – QTY= 1500 PAC</u> Paper, Photocopy, Foolscap (FS) Size : 215 mm x 330 mm Quality : 75 GSM Make : Modi/JK/ITC-Paperkraft Premium Business Paper (1 Pkt contains 500 sheets)	
<u>ITEM NO. 20 – QTY= 400 PAC</u> Paper, Photocopy, Double F'cap (A3) Size : 420 mm x 297 mm, Quality : 75 GSM Make : Modi/JK/Century/ITC-Paperkraft Premium Business Paper (1 Pkt contains 500 sheets)	
<u>ITEM NO. 30– QTY= 30,000 PAC</u> Paper, Photocopy, A4 Size : 210 mm x 297 mm, Quality : 75 GSM Make : Modi/JK/ITC-Paperkraft Premium Business Paper (1 Pkt contains 500 sheets)	

SPECIAL NOTE:

- i) This tender is floated to enter into a rate contract for a period of 02(two) years with a provision for extension by another 01 (One) year.
- ii) Order will be placed as and when required basis.
- iii) Orders received on mailed prior to termination date of contract will be binding on you.
- iv) Payment will be made only after receipt & acceptance of materials at site against individual delivery advice.
- v) The prices at which, when suppliers once entered into a contract should remain firm during the period of contract.
- vi) The bidder should be an original manufacturer of the item or an authorized dealer of the original manufacturer. In case of bidders other than original manufacturers , back up authority letter or valid dealership certificate (with validity on the bid closing date) from the original manufacturers should be submitted alongwith the bid.
- vii) The specimen copy of the Rate Contract is enclosed herewith for your ready reference vide Annexure -IB

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



ANNEXURE - IB

SPECIMEN FORMAT FOR THE CONTRACT

CONTRACT NO. : DATE :

DESCRIPTION OF WORK/SUPPLY: SUPPLY 03 ITEMS OF PHOTOCOPY PAPER.

CONDITION OF CONTRACT

MEMORANDUM OF AGREEMENT made this ____day of _____ 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. _____ (hereinafter called "The Supplier") of the other part.

IT IS HEREBY AGREED AS FOLLOWS:

1.0 VALIDITY:

This contract is initially valid for a period of **02 (Two) year** from _____ to _____. Subject to satisfactory performance, the contract may be extended by the Company for further period of another one year beyond the initial two years period at the same terms and conditions.

2.0 MATERIALS:

2.1 The Supplier hereby undertakes to supply the Company's requirement of Photocopy Paper as per Annexure – IA during the period of the contract.

2.2 QUANTITY:

2.2.1 The estimated quantity of the various items are given in the Annexure – IA. However, the quantities are tentative and may either increase or decrease depending on actual requirement to which the supplier agrees.

2.2.2 The requirement of various items against this contract is estimated to be in the tune of Rs. _____ 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.

3.0 RATES:

- i. PRICE : Price will remain firm during the contract period.
- ii. Taxes : As applicable within the contractual delivery period at the time of supply which will be extra to company's account.



4.0 **PRICE ESCALATION:**

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

5.0 **DELIVERY:**

i) **Terms & Mode of Delivery:** Items will be supplied on F.O.R. Duliajan Door Delivery basis.

ii) **Delivery Time:** The materials are to be delivered within against our formal orders to be placed against this contract.

6.0 **LIQUIDATED DAMAGES CUM PENALTY:**

In the event of failure to execute any supply order within the stipulated delivery period indicated in the orders concerned in line with para 5.0 above, liquidated damage 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.

7.0 **PAYMENT TERMS:**

100% payment will be made only after receipt and acceptance of materials at Duliajan.

8.0 **PERFORMANCE SECURITY :**

The contractor undertakes to furnish a Performance Security in the form of a Bank Guarantee for Rs _____ in company's approved format within 30 days. The Bank Guarantee will form a part of the contract. The proceeds of the performance security shall be payable to the company as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

The Bank Guarantee should be valid upto _____. However, the validity of the Bank Guarantee should be extended in the event of extension of the Rate Contract.

8.0 **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 realise the amount of any loss suffered by the Company on account of wrong supply/non-supply / belated supply against contract.
- (c) Procure supplies from other sources in the event of Supplier's failure to supply within scheduled delivery date incorporated in the delivery advice. The excess expenditure, if any, incurred in procuring the goods from alternative sources would be recovered from the Supplier.
- (d) Enter into parallel rate Contract with other Suppliers and to obtain additional supplies by ad hoc purchases from other sources.

10.2 The Supplier will be allowed to enter into the Industrial area to deliver the good 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 Contractor's sole expenses in any litigation involving the same. For this purpose, Contractor shall comply with the provisions of workmen's Compensation Act., Fetal 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 supplies 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.

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)

(Full Name of signatory)

(Designation of signatory)

(Signature of Witness)

(Full Name of Witness)

Signature of the Contractor
(Or his legal attorney)

(Full Name of Signatory)

(Seal of Contractor's Firm)

(Signature of Witness)

(Full Name of Witness)

Address: OIL INDIA LIMITED

Address:



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)
DULIAJAN.

Duliajan: 786602
P.O. Dibrugarh, Assam
Phone: 0374-2800491
Fax: 0374- 2800533
E-mail: material@oilindia.in

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. **SSI6853P16** 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.

Ms S. JALLAN
PURCHASE OFFICRE (IP)

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 :

Date 07.04..2015 .

Witness 2 :

Bidders Response Sheet**Annexure-FFF**

Tender No.	
Bidders Name	

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

NOTE: Please fill up the greyed cells only.

Technical Bid Checklist**Annexure-EEE**

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

NOTE: Please fill up the greyed cells only.

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER HEAD)
(ALL FIELDS ARE MANDATORY)**

Tender No. :.....
Name of Beneficiary :M/s.....
Vendor Code :.....
Address :.....
.....
Phone No. (Land Line) :.....
Mobile No. :.....
E-mail address :.....
Bank Account No. (Minimum
Eleven Digit No.) :.....
Bank Name :.....
Branch :.....
Complete Address of your
Bank :.....

IFSC Code of your Bank
a) RTGS :.....
b) NEFT :.....
PAN :.....
VAT Registration No. :.....
CST Registration No. :.....
Service Tax Registration No. :.....
Provident Fund Registration :.....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Office Seal

.....
Signature of Vendor

Counter Signed by Banker:
Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.