

**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)

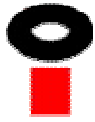
**INVITATION FOR LOCAL COMPETITIVE BID**

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

<b>E-Tender No</b>	<b>Bid Closing/Opening Date</b>	<b>Item Description</b>
<b>SDI9241P16 Dtd. 13.11.2015</b> Single Stage Two Bid System	<b>07.01.2016</b>	<b>AIR COMPRESSOR</b> (QTY. – 4 Nos.)
<b>SDI9239P16 dtd. 13.11.2015</b> Single Stage Two Bid System	<b>07.01.2016</b>	<b>RECTANGULAR TANK</b> (QTY. – 6 Nos.)
<b>SDI9238P16 Dtd. 13.11.2015</b> Single Stage Two Bid System	<b>07.01.2016</b>	<b>MUD SUCTION TANK</b> (QTY. – 6 Nos.)
<b>SDI9212P16 Dtd. 10.11.2015</b> Single Stage Two Bid System	<b>07.01.2016</b>	<b>STEAM JACKET</b> (QTY. – 12 Nos.)
<b>SDI8974P16 Dtd. 17.10.2015</b> Single Stage Composite Bid System	<b>07.01.2016</b>	<b>CREW HUT</b> (QTY. – 3 Nos.)
<b>SDI9272P16 Dtd. 17.11.2015</b> Single Stage Composite Bid System	<b>07.01.2016</b>	<b>VCB PANEL</b> (QTY. – 2 Nos.)
<b>SDI9097P16 Dtd. 28.10.2015</b> Single Stage Composite Bid System	<b>07.01.2016</b>	<b>EMULSION HEATER</b> (QTY. – 1 No.)
<b>SDI9278P16 Dtd. 17.11.2015</b> Single Stage Composite Bid System	<b>07.01.2016</b>	<b>TRIP TANK</b> (QTY. – 6 Nos.)
<b>SDI8975P16 Dtd. 17.10.2015</b> Single Stage Composite Bid System	<b>07.01.2016</b>	<b>TRIP TANK</b> (QTY. – 3 Nos.)
<b>SSI9224P16 Dtd. 13.11.2015</b> Single Stage Composite Bid System	<b>07.01.2016</b>	<b>CABLES</b>
<b>SSI9246P16 Dtd. 14.11.2015</b> Single Stage Composite Bid System	<b>07.01.2016</b>	<b>CABLES</b>
<b>SSI9206P16 Dtd. 09.11.2015</b> Single Stage Composite Bid System	<b>07.01.2016</b>	<b>CGI SHEET</b> (QTY. – 3000 Nos.)

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)**

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**FORWARDING LETTER**

<b>Tender No.</b>	<b>: SSI9246P16 dated 14.11.15</b>
<b>Tender Fee</b>	<b>: Rs 1,000.00</b>
<b>Bid Security Amount</b>	<b>: Applicable</b>
<b>Bidding Type</b>	<b>: SINGLE STAGE COMPOSITE BID SYSTEM</b>
<b>Bid Closing on</b>	<b>: As mentioned in the e-portal</b>
<b>Bid Opening on</b>	<b>: -do-</b>
<b>Performance Security</b>	<b>: Applicable</b>
<b>Integrity Pact</b>	<b>: Applicable</b>

OIL invites Bids for **Supply of Cables** 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 – 1**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents.
- d) In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- e) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL’s website ([www.oil-india.com](http://www.oil-india.com)) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued

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

- f) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- g) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area - > Tender Documents. The above filled up document to be uploaded in the **Technical RFX** Response.

### **Special Note:**

#### **1.0 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:

<b>Criteria</b>	<b>Complied / Not Complied.</b>  <b>Documentary evidence submitted / not submitted</b>
<b>a) Bidder should have experience of successfully executing similar order of Cables of Rs 18.27 Lakhs during last 3 years.</b>	
<b>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 60.88 Lakhs.</b>	

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

5.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

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

**8.0 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-**

**(TUHIN ROY)  
DY. MANAGER MATERIALS (IP)  
FOR HEAD-MATERIALS**

**Tender No & Date: SSI9246P16 dated 14.11.15****BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

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

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

<b><u>Criteria</u></b>	<b>Complied / Not Complied. (Remarks if any)</b>
<p><b>1.0 BID REJECTION CRITERIA (BRC):</b></p> <p><b>A) TECHNICAL:</b></p> <p>The bid shall conform generally to the terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p><b>B) COMMERCIAL:</b></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 <b>Rs 61,000.00</b> 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. <b>The Bank Guarantee towards Bid Security shall be valid for 10 months from Bid closing date. (i.e. upto 07.11.2016).</b></p> <p><b>Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.</b></p> <p><b><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</u></b></p>	

**without any further consideration.**

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

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

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

**iii). Performance Security:**

Successful bidder will be required to furnish a Performance Security @10% of the order value.. The Performance Security must be valid for 12 months from the date of commissioning or 18 months from the date of despatch whichever concludes earlier. Bidder must confirm the same in their bid. Offers not complying with this clause will be rejected.

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

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

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

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

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

**viii). Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.**

ix). 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".**

**x). A bid shall be rejected straightway if it does not conform to any one of the following clauses:**

**(a) Validity of bid shorter than the validity indicated in the Tender.**

**(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.**

**(c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.**

**(d) In case the Party refuses to sign Integrity Pact.**

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

## **2.0 BID EVALUATION CRITERIA (BEC)**

The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below.

### **A) TECHNICAL:**

1. The manufactured product should be strictly as per OIL's tender specification.

### **B) COMMERCIAL:**

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

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



**NOTE:**

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

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**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. **SSI9246P16** 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.

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TUHIN ROY  
**DEPUTY MANAGER MATERIALS (IP)**

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For the Principal

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For the Bidder/Contractor

Place. Duliajan.

Witness 1 : .....

Date 16.11.2015 .

Witness 2 : .....]

**ANNEXURE-I**

**Tender No. : SSI9246P16/P4**  
**Tender Date : 14.11.2015**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>20</b> 81022701	CABLES, CONDUCTORS, WIRES & ACCESSORIES Cable, PVC insulated, twin core, twisted flexible, Size in copper - 14 x .0076", 250 Volts grade, Colour - White/Yellow Cable must bear ISI mark.(100 Mtrs./Coil) Make : "NICCO/ASIAN/CRYSTAL/UNIVERSAL/CCI/RPG/INCAB/ POLYCAB/ANKUR/NECAB"or EQUIVALENT.	4000	M
<b>30</b> 81025209	Cable, flexible, 3-core, 250 volts grade,round PVC insulated and round PVC sheathed, size in copper - 23/.0076", Colour - Grey or Brown. Cable must bear ISI mark.(100 Mtrs./Coil) Make : "NICCO/ASIAN/CRYSTAL/UNIVERSAL/CCI/RPG/INCAB/ POLYCAB/ANKUR/NECAB"or EQUIVALENT.	2000	M
<b>60</b> 81023879	11 KV (UE), heavy duty, 3 core power cable with stranded compact circular Aluminium conductor screened with non-metallic semi-conducting tape, cross linked polyethylene (XLPE) insulated, insulation screened with extruded semi conducting compound and copper tape screening; core identification tape, core laid up with Polymeric Fillers, inner PVC ST2 compound sheath (bedding) ; galvanized steel strip armoured and overall ST2 PVC sheathed conforming to IS:7098 (with latest amendment) suitable for 11KV unearthed system (11KV/ 11KV) having following specification and features :  i) Size : 3 core x 240 sq.mm. ii) Marking : a) Manufacture's name, voltage grade, size of cable, year of manufacture shall be embossed on the outer sheath of the cable at regular intervals throughout the length of the cable. b) Cable drum shall be marked with manufacture's name, voltage grade, size of cable, cable code, year of manufacturing, length of cable, gross weight, ISI mark & OIL's purchase order number with suitable paint in permanent manner. c) Cable length shall be painted in permanent manner with suitable paint at one meter interval.  iii) Construction : Cable shall be so constructed that its outer side is completely round in shape.	5000	M
<b>50</b> 81025585	ARMOURED COPPER CABLE FOR LIGHTING SYSTEM, PBS WIRING IN HAZARDOUS AREA AND OTHER INDUSTRIAL INSTALLATIONS. Cable, flexible, 3-core,round 80/0.20 mm,conductor composed of annealed bare copper wire, PVC insulated laid up, screened with bare copper wires and PVC sheathed overall, 660/1100 volts grade,conforming to IS:694(I)-1964 in minimum length of 200metres packed in wooden drum. The cable must bear voltage grade, size, manufacture name and ISmarking/monogram embossed on the outer surface. Make : "NICCO/ASIAN/CRYSTAL/UNIVERSAL/CCI/RPG/INCAB/ POLYCAB/ANKUR/NECAB"or EQUIVALENT.	2000	M

**ANNEXURE-I**

**Tender No. : SSI9246P16/P4**  
**Tender Date : 14.11.2015**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>40</b> 81025563	<p>CABLE, FLEXIBLE            ARMoured COPPER CABLE FOR LIGHTING SYSTEM, PBS WIRING IN HAZARDOUS AREA AND OTHER INDUSTRIAL INSTALLATIONS.            3x2.5 sq mm, 1100v grade, Heavy duty, PVC insulated, PVC sheathed, galvanised steel wire armoured cable with stranded, untinned copper conductor. All core insulations shall be colour coded with red, black and green colours. All insulated cores laid up together, covered with inner sheath of extruded black PVC compound, galvanised steel wire armour and black PVC outer sheath. Sufficient filler shall be used to give overall circular shape to the cable.            The cable shall be approved by IS: 1554 with latest amendments. PVC insulation should be as per IS-5831. Armour should be as per IS-3975. Conductor should be as per IS-8130.            Manufacturer's name, cable size, voltage grade, ISI mark should be marked on the cable outer sheath in permanent manner at regular interval. Sequential marking should be provided on the cable outer sheath at every one meter length for measurement during use.</p> <p>Make : "NICCO/ASIAN/CRYSTAL/UNIVERSAL/CCI/RPG/INCAB/POLYCAB/ANKUR/NECAB"or EQUIVALENT.</p> <p>Note:</p> <p>1. The cable shall be packed in good quality wooden drum as per IS 10418. Manufacturer's name, cable size, voltage grade, ISI mark, year of manufacture should be marked on the cable drum. Each drum shall have cable length of minimum 500 mtrs.</p> <p>2. Cable shall be tested for routine tests as per IS at manufacturer's works before dispatch. Manufacturer's test certificate for routine test as per IS should be submitted with the cable.</p> <p>3. Cable shall be guaranteed against manufacturing defects for one year after receipt by us. The guarantee certificate should be submitted with the cable.</p>	3000	M

**Note description for item no./nos. : 20, 30, 40, 50**

**Note :**

- 1) Bidder must submit a certificate stating that the supplied cables shall be confirming to TEC Generic requirement No. GR/CUG-01/03 AUG,2003 and its subsequent amendments along with their offer.
- 2) The supplier must provide authorisation certificate from the manufacturer of the Cables, failing which offer may be liable for rejection.
- 3) Cables must be offered for pre-despatch inspection.

**Special Notes : 1)** The bidders should fill up the Annexure-BBB for evaluation of their offers without fail.

- 2) Bidder other than OEM must forward their valid dealership/authorization certificate against tender along with their offer.



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

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

NOTE: Please fill up the greyed cells only.

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

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

**Bidders Response Sheet**

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

NOTE: Please fill up the greyed cells only.

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

Tender No. :.....  
Name of Beneficiary :M/s.....  
Vendor Code :.....  
Address :.....  
.....  
Phone No. (Land Line) :.....  
Mobile No. :.....  
E-mail address :.....  
Bank Account No. (Minimum  
Eleven Digit No.) :.....  
Bank Name :.....  
Branch :.....  
Complete Address of your  
Bank :.....  
  
IFSC Code of your Bank  
a) RTGS :.....  
b) NEFT :.....  
PAN :.....  
VAT Registration No. :.....  
CST Registration No. :.....  
Service Tax Registration No. :.....  
Provident Fund Registration :.....

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

Office Seal

.....  
Signature of Vendor

Counter Signed by Banker:  
Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

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