



OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan - 786602, Assam, India

OIL INDIA LIMITED invites Indigenous Competitive Bid through its e-Procurement portal - [https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/) for following e-tender :

E-Tender No.	Material Description	Quantity	Bid Closing Date
SDI6979P10 Dated 15/2/10	BARYTES	5200 MT	25.03.2010

1.0 Tender fee (non-refundable) of Rs. 1,000.00 per tender (excepting PSU's and SSI units registered with NSIC) by D/Draft 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 only.** On receipt of requisite tender fee and subject to fulfillment of eligibility criteria, 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. **USER_ID AND INITIAL PASSWORD WILL BE ISSUED TILL ONE WEEK PRIOR TO THE BID CLOSING DATE**

2.0 Eligibility criteria for issue of USER_ID and password and other details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to OIL's e-Procurement portal has also been provided through OIL's web site www.oil-india.com.



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

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533

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

TENDER NO. SDI6979P10

DATE: 15/02/10

INVITATION TO e-BID UNDER COMPOSITE SYSTEM

Dear Sirs,

OIL invites Bids for the supply of 5200 MT OF BARYTES POWDER through its E-Procurement site. The bidding documents and other terms and conditions are available at Booklet No.MM/LOCAL/E-01/2005. The prescribed Bid Forms for submission of bids are available in the tender document folder.

The general details of tender can be viewed at 'Basic data' under 'Header data' in Bid invitation screen. The details of items tendered can be found by clicking to 'Item data'.

The tender is invited with firm price for the specified quantity. Further details of tender are given below:-

1. Details of Items with Quantity and Unit of measure are as under:

Item No.	Description	Tendered Qty.	Unit of Measure
01	BARYTES POWDER	5200	MT

2. To be eligible for participation in the above tender the applicant must meet the following qualifying criteria (documentary evidence to be provided).

- i). Successful execution of a single order of value not less than Rs 151.34 Lakhs for supply of similar items during last five years.
- ii). Annual turnover of the firm in any of the last three financial years or current financial year should be more than Rs 302.68 Lakhs.

3. The offer should be valid for at least 120 days from the Bid closing date.

4. Tentative delivery schedule:

Delivery to be made in two rake loads of 2600 MT each as under:

First rake in July 2010

Second rake in October 2010.

5. Application showing full address/ e-mail address with Tender Fee (Non-transferable) 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 only **till one week prior to the Bid Closing date**. No physical tender documents will be provided. 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 (<https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/>).
6. PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials.
7. 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 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.
 - a) Original Bid Security.
 - b) PSU's and SSI units registered with NSIC claiming exemption from submission of Bid security should submit all credentials.
8. Bid security of Rs. 5,00,000.00 shall be submitted to **Head-Materials, Oil India Limited, Duliajan** on or before the bid closing date. If bid security in ORIGINAL of above mentioned amount is not received within bid closing date (upto 13:00hrs), the bid submitted through electronic form will be rejected without any further consideration. For exemption for submission of Bid Security, please refer Clause No. 8.8 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The Bid Security shall be valid for six month from the date of bid opening.
9. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. For exemption for submission of Performance Bank Guarantee, please refer Clause No. 9.12 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The Performance Bank Guarantee must be valid for one year from the date of successful commissioning of the equipment or 18 months from the date of despatch whichever is earlier. **Bidder must confirm the same in their bid. Offers not complying with this clause will be rejected.**
10. In case of dispatch by rail the bidders must submit their offer on Freight Prepaid basis which would be reimbursed by OIL to successful bidder at actual against submission of documentary evidence. Bids not conforming to above shall be rejected outright.
11. 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.

12. To evaluate the inter-se ranking of the offers. Assam Entry Tax on purchase value will be loaded as per prevailing Government of Assam Guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their bids.

13. 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.

14. SET-OFF

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 a 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).

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

16. **The Integrity Pact is applicable against this tender. Therefore, please refer clause 17 below.** The name of the OIL's Independent External Monitors at present are as under:

(I) SHRI N. GOPALASWAMI, I.A.S (Retd) ,

(II) SHRI RAMESH CHANDRA AGARWAL , IPS(Retd)

17. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure V of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. 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.

18. 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) Specifications , terms and conditions as per Annexure-I.
- c) 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.

19. All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisations 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” digital certificate, will be rejected.**

20. Price should be maintained in the “online price schedule” only. The price quoted in the “online price schedule” only will be considered.

21. The prescribed Bid Forms for submission of bids are available in the tender document folder.

22. BID REJECTION CRITERIA (BRC) AND OTHER REQUIREMENTS FOR PROCUREMENT OF BARYTES POWDER

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the offered product does not conform to 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.

A. BIDDER’ EXPERIENCE :

1. Bidder should have at least 3 years (as on Bid Closing Date) manufacturing experiences of the required product with bulk supply record to similar other E & P companies. Document of past manufacture and supply record should be furnished along with the bid. OIL reserves the right to verify the same.
2. In case the bidder is not a Manufacturer, he should be an Authorized representative / dealer / supplier of the Manufacturer having experience of supplying chemicals to oil companies for last 2(two) years as on Bid Closing Date. The authorized representative / dealer / supplier should produce the following :

- i. Documents establishing own experience of supplying chemicals.
- ii. Documents establishing experience of the manufacturer of the required/offered product as mentioned in para 1.0 above.
- iii. Authority letter from the original manufacturer along with the bid. Such letter of authority from manufacturer should be valid till warranty obligation (i.e., delivery period plus warranty period as mentioned in the tender) of the order is completed.

B. PRODUCT SAMPLE AND OTHER REQUIREMENTS :

1. Bidders are required to submit ½ Kg. of the sample of the offered product along with the bid for laboratory evaluation. Tender sample received after the bid opening date and time will not be accepted for evaluation.
2. Parties, who are already exempted by OIL for submission of tender sample, need not submit tender sample along with the bid. However, a copy of exemption letter should be submitted along with the bid.
3. Tender sample will be evaluated as per OIL's specification enclosed along with tender document. Offer of the party whose tender sample does not meet OIL's specification will be rejected.
4. Bidder should submit technical literature / MSDS of the offered product.

C. ORDER / SUPPLY QUANTITY :

1. **BULK PROCUREMENT** : Bulk procurement against the tender will be made from the OIL's approved parties enlisted in OIL's existing vendor list or from authorized Representative of the enlisted party only provided their tender sample is found acceptable in laboratory if tested or meet the condition of exemption of tender sample.
2. **TRIAL PROCUREMENT** : Bidders whose tender sample pass the OIL's specification and are not in OIL's approved list of supplier, procurement will be done initially for field trial in 2/3 drilling wells of OIL's operational areas provided their offer is found commercially competitive and meet other requirement as mentioned in above Paras.

D. BIDDERS' UNDERTAKING :

1. The bidders should furnish undertaking for the following along with the bid-
 - a. The offered material will be supplied in the original packing of the manufacturer.

b. The offered material will be of the same specification / quality or better to the tender sample submitted along with bid.

c. As a bidder (either Manufacturer or Authorized dealer / supplier / agent) they must have adequate capacity to cover the quantity offered to OIL against the tender.

Yours Faithfully

Sd-

MS.APARNA DOLEY
SR. MANAGER MATERIALS (IS)
For – HEAD MATERIALS
For- RESIDENT CHIEF EXECUTIVE

ANNEXURE-I

Tender No. SDI6979P10 Dated: 15/2/2010

OIL INDIA LIMITED invites Indigenous E - tender for items detailed below:

TECHNICAL SPECIFICATIONS WITH QUANTITY

Sl No	Material Description & Material Code No.	Quantity	Unit
10	<p>B A R Y T E S - 85050019</p> <p>Product description and use</p> <p>Barium sulphate, BaSO₄, a mined product used in drilling fluids and cement slurry for increasing fluid density.</p> <p>Specification</p> <p>1. Physical Properties : The material as received shall be white/light greyish white/light pinkish white free flowing powder free from dirt and foreign matter.</p> <p>2. Specific Gravity of material : 4.15 as received, at 26 +/- 2 Deg.C minimum.</p> <p>3. Fineness : (a) Wet Screen Analysis - Passing through 75 micron sieve, (ISS 6/ BSS 200/ASTM 200), % by mass, minimum : 97.00</p> <p>Passing through 53 micron sieve, (ISS 5/ BSS 300/ASTM 270), % by mass : 90 +/- 5</p> <p>4. Insoluble Minus Silica % by mass, minimum. : 90.00</p> <p>5. Water Soluble Content : 0.02 % by mass, maximum.</p> <p>6. Performance Test : Prepare a bentonite suspension by mixing 7.5 gm of OIL approved bentonite per 100 ml distilled water, Stir the suspension in a multimixer for 15 minutes so that</p>	5200	MT

<p>no lumps are left in the suspension after the stirring period. Age the suspension for 24 hrs at 26 +/- 2 Deg.C. After the lapse of the aging period, adjust the apparent viscosity of the suspension in the range of 15-20 cps with distilled water if necessary. Load the suspension with the barytes sample as received, to 1.60 sp. gravity weight and stir in multimixer for 10 minutes. Measure apparent viscosity of mud so prepared at 26 +/- 2 deg.C. which should be as follows.</p> <p>Apparent Viscosity, cp, maximum : 60</p> <p>N.B. Apparent viscosity will be measured by a Fann VG meter.</p> <p>7. Packing : The material should be packed in brand new Double-Walled (DW) jute bags (9 Oz) with a single polythene lining (100 gauge) or brand new HDPE bags strong enough to with stand rigours of transit and storage. Capacity : 50 Kilogram (new) per bag.</p> <p>8. Markings : Each bag should have clear legible markings as given bellow :</p> <ol style="list-style-type: none"> 1) Name of the product. ii) Name of the supplier/manufacturer. iii) Date/Month/Year of manufacture. iv) Supply order no. against which the supply is made. <p>9. Pre Despatch Inspection :</p> <p>Pre despatch inspection will be carried out by M/s. RITES. The scope of 3rd party inspection will be as follows :</p> <ol style="list-style-type: none"> a) Inspection of quality as per order during production. b) Checking of bag specification and weight of bags randomly during the production operation. c) Bonding of warehouse after completion of production/ inspection/testing of samples. d) De-bonding of warehouse and witnessing of loading operations from warehouse of Railway station. <p>10. Bidders to quote inclusive of inspection chares by RITES.</p> <p>11. OIL reserves the right to depute it's personnel for inspection prior to despatch at successful bidders works.</p>	
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Annexure- V

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor" |

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. **SDI6979P10**. 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 risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

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

against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction 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.

TUHIN ROY
Purchase Officer Materials

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 :

Date .15.02.2010 .

Witness 2 :