



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

TELEPHONE NO. (91-374) 2808735

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Email: [manish\\_chowdhury@oilindia.in](mailto:manish_chowdhury@oilindia.in); [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)

**FORWARDING LETTER**

Tender No. : SSI9757L22/L1 dated 25.02.2022

Tender Fee : NIL.

Bid Security : Applicable

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Bid Closing on : 05.03.2022 (07.00 HRS IST)

Bid Opening on : 05.03.2022 (10.00 HRS IST)

Tender Type : Open Tender

Performance Security : Applicable

Integrity Pact : Applicable

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 <https://www.oil-india.com>

**NOTE:** All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e-portal only. Bidders should regularly visit above website and e-portal to keep themselves updated.

OIL invites Bids for **PROCUREMENT OF BARYTES POWDER (QTY: 500 MT)** through its e-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No.MM/LOCAL/E-01/2005 for E-Procurement 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) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Dept. at following: Tel Nos = **0374-2807178/ 7171/ 7192/ 4903** , Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), [esupport@oilindia.in](mailto:esupport@oilindia.in).

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

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

Vendors should contact OIL officials at above timings only.

c) **OIL Bank Details :**

	<b>Bank Details of Beneficiary</b>	
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist-Dibrugarh
<b>d</b>	Banker Account No.	10494832599
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	SBIN0002053
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479
<b>i</b>	Contact No.	9435554859
<b>j</b>	Contact Person Name	Mr.K.L.K.Banik, AGM
<b>k</b>	Fax No.	0374-2802729
<b>l</b>	Email Id	<a href="mailto:sbi.02053@sbi.co.in">sbi.02053@sbi.co.in</a>

- d) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- e) Technical specifications and Quantity as per **Annexure – I**.
- f) The prescribed Bid Forms for submission of bids are available in the Technical RFx->External Area ->Tender Documents.
- g) Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- h) 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).

- i) 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 Attachment**. For details please refer “Vendor User Manual” / “NEW INSTRUCTIONS”

### **Special Notes:**

#### **1.0**

- a) Bidders who do not have E-tender Login ID and Password should complete their online registration **at least seven (7) days prior to the scheduled bid closing date** and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID& Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) **MSE Units** (Manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are **exempted from payment of Bid Security (EMD)** irrespective of their monetary limit, product category and capacity mentioned in their registration, **subject to submission of valid MSE registration certificate issued by appropriate authority.**
- d) For availing benefits under Public Procurement Policy (**Purchase preference**), the interested MSE Bidders must ensure that they are the **manufacturers of the tendered item(s) and registered with the appropriate authority for the said item(s).** Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of **OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender**, seeking clarification/confirmation as to whether their MSE certificate is eligible for EMD exemption or not. **Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.**

#### **NOTE:**

**In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they must apply to concerned tender handling officer, Materials Department, Oil India Limited, P.O. Duliajan, Assam-786602 for waiver of EMD upto one week prior to the Bid closing date (or as amended in e-portal).**

- 2.0** The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

- 2.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the RFx Information > Technical Attachment only. The “**TECHNO-COMMERCIAL UNPRICED BID**” shall contain all techno-commercial details **except the prices. Please note that no price details should be uploaded in Technical RFx Response. In case any price details are found uploaded in Technical RFx Response, the offer shall be rejected straightaway.****
- 2.2** The “**PRICE BID**” must contain the price schedule and the bidder’s commercial terms and conditions. **For price upload area , please refer “NEW INSTRUCTIONS”**
- 2.3 Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in **Annexure-CCC**.**
- 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 **GM-Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.
- a) **Original Bid Security**
  - b) **Detailed Catalogue (if any)**
  - c) **Any other document required to be submitted in original as per tender requirement**
- All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in Duplicate.
- 4.0 Benefits to Micro & Small Enterprises (MSEs) as per OIL’s Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details.**
- 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 SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

9.0 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:**

(i) Shri Sutanu Behuria, IAS (Retd.),  
E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)

(ii) Shri OM Prakash Singh, IPS (Retd)  
Former DGP Uttar Pradesh  
E-mail ID: [ops2020@rediffmail.com](mailto:ops2020@rediffmail.com)

(iii) Shri Rudhra Gangadharan, IAS (Retd.)  
Ex-Secretary, Ministry of Agriculture  
E-mail ID: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)

- 10.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the **Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria** (as per **Annexure-CCC**) contradict the **Clauses of the tender and / or "General Terms & Conditions"** as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the **BEC / BRC** shall prevail.
- 11.0 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.
- 12.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 13.0 If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the Bank Guarantee issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.
- 14.0 Bidders are requested to refer to the enclosed **Annexure – BBB** for the Taxes and Duties clauses under GST regime.

**15.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:**

- (i) The suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.
- (ii) Consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.
- (iii) The names of OIL's current authorized transporter is M/s Western Carriers (India) Ltd.

**Bidder's are requested to note the above delivery/collection instructions while submitting their offers.**

**16.0** While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria).**

**17.0** Bidders should fill-up and submit alongwith their bid an **Undertaking** towards **authenticity of information/documents** furnished by them, as per enclosed **ANNEXURE-K.**

**18.0** The applicable GST on the Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.

**19.0** For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of thee-tender.

**20.0** **DISCLAIMER:** Rates/Costs shown above are as calculated/ quoted by the respective Bidder. Company does not assume any responsibility and shall not be liable for any calculation error or omissions. However, for placement of order/award of contract, Company shall evaluate the cost details to determine the inter-se-ranking of Bidders strictly as per their Price-Bids and Bid Evaluation Criteria of the Tender. OIL INDIA LTD accepts no liability of any nature resulting from mismatch of "Total Bid Value" & price submitted under "Notes & Attachment" by any bidder and no claim whatsoever shall be entertained thereof.

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “**New Vendor Manual (effective 12.04.2017)**” available in the login Page of the OIL’s E-tender Portal.



**Oil India Limited e-Procurement**

User ID \*

Password \*

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Competability Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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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.**

Yours Faithfully,

-Sd/-  
(Manish Kumar Chowdhury)  
Manager Materials (IP)  
For General Manager Materials (HoD)  
For Resident Chief Executive



**ANNEXURE-I**

**Tender No. : SSI9757L22/L1**  
**Tender Date : 25.02.2022**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 85050019	<p><b>CHEMICALS - DRILLING / CEMENTING</b></p> <p><b><u>B A R Y T E S</u></b></p> <p><u>Product description and use</u></p> <p>Barium sulphate, BaSO<sub>4</sub>, a mined product used in drilling fluids and cement slurry for increasing fluid density.</p> <p><u>Specification:</u></p> <p>1. <u>Physical Properties:</u> 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. <u>Fineness:</u> (a) Wet Screen Analysis - Passing through 75 micron sieve, (ISS 6/ BSS 200/ASTM 200), % by mass, minimum : 97.00 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. <u>Performance Test:</u> 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 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. Apparent Viscosity, cp, maximum : 60</p> <p>N.B. Apparent viscosity will be measured by a Fann VG meter.</p> <p>7. <u>Packing:</u></p> <p>(a) 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 withstand rigours of transit and storage. Capacity : 50 Kilogram (Net) per bag.</p> <p>(b) Along with the materials, empty spare bags numbering 10% of the total filled bags should be supplied free of cost. The empty bags should be HDPE bags and strong enough to withstand the rigours of rough handling and storage. Capacity : 50 Kilogram (Net) per bag.</p>	500	MT



**ANNEXURE-I**

**Tender No. : SSI9757L22/L1**  
**Tender Date : 25.02.2022**

Item No./ Mat. Code	Material Description	Quantity	UOM
	<p><u>Note:</u> Empty bags should have one end fully open for manual filling.</p> <p>8. <u>Markings:</u> Each bag should have clear legible markings as given bellow :            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> <p>9. <u>THIRD PARTY INSPECTION:</u></p> <p>a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by OIL. BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER. However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.</p> <p>b) Manufacturer QAP for Third Party Inspection to be submitted by the bidder.</p> <p>c) Bidder shall clearly indicate in the Technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.</p> <p>d) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.</p> <p>e) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.</p> <p>f) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.</p> <p>g) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.</p> <p>h) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.</p>		

**ANNEXURE-I**

**Tender No. : SSI9757L22/L1**  
**Tender Date : 25.02.2022**

Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>i) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.</p> <p>j) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.</p> <p>k) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to Purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.</p> <p>l) Third party inspection of items will be carried out by any of the TPI agencies indicated below. The details of Third party inspection agency shall be provided after placement of Purchase order:</p> <p>(i) M/s Lloyds.</p> <p>(ii) M/s Bureau Veritas</p> <p>(iii) M/s RITES</p> <p>(iv) M/s I.R.S</p> <p>(v) M/s Tuboscope Vetco (To be considered after opening of office in India).</p> <p>(vi) M/s DNV-GL</p>		

**Standard Notes: 1) Validity of the bid must be minimum 90 days from the Bid Closing Date. Offer with inadequate validity will be rejected.**

**2) Performance Security:**

The successful bidder shall submit Performance Security @ 3% of PO value within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in the following form :

A Bank Guarantee in the prescribed OIL's format valid for 90 days beyond delivery period and applicable warranty/guarantee period (if any).

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.

However, PBG will be applicable only if value of Purchase Order exceeds Rs 5(five) lakhs.

Note: The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

**ANNEXURE-I**

**Tender No. : SSI9757L22/L1**  
**Tender Date : 25.02.2022**

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code - HDFC0002118; SWIFT Code - HDFCINBBCAL.

Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN - 786602."

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

4) 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.

5) 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.

6) Price should be maintained in the "online price schedule" only. The price submitted other than the "online price schedule" shall not be considered.

7) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.

8) The bids will be evaluated strictly as per NIT specifications, terms & conditions.

9) RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA: It is for information of all Bidders that Office Memorandum No. F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division under Department of Expenditure of Ministry of Finance will also be applicable against the tender. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed Annexure-N of this tender. In this respect, the format of Undertaking to be submitted by the bidders is given vide Annexure-XX of this tender.

(10) Request for placement of purchase order to an entity, other than the bidder, shall not be considered.

**Special Notes : (I) The ordered materials must be ready for delivery Ex-works within a period of maximum 07 (seven) days from the date of appointment of TPIA by OIL. Bidders must categorically confirm their compliance to this tender requirement in their respective offers. In case any bidder regrets to accept this tender requirement, their offer shall be rejected straightaway.**

**(II) The freight charges (through road mode via trucks) upto Destination (viz. Duliajan) must be quoted separately by the bidders in their priced bids.**

**(III) In view of urgency of requirement associated with the instant tender, the requirement for submission of sample (prior to bulk delivery) has been waived off. However, after receiving the ordered materials at Duliajan, sample will be collected for necessary laboratory testing as per OIL's specifications.**

**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 **SSI9757L22/L1** 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 Organization "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 h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

**(2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

**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.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

#### **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 Earnest Money Deposit / Bid Security.

(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 Security Deposit / Performance Bank Guarantee.

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 Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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**

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. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
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. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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.

**MANISH KR. CHOWDHURY**  
**MANAGER MATERIALS (IP)**

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. DULIAJAN  
Date . 26.02.2022