

Annexure-II

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

E-Tender No	Bid Closing/Opening Date	Item Description
SDI9798P16 Dtd. 06.01.2016 Single Stage Two Bid	25.02.2016	Rate Contract for Liquid Nitrogen
SDI9809P16 Dtd. 06.01.2016 Single Stage Two Bid	25.02.2016	16KL LDO Tanks

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.

NOTE: All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e-portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.



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

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533

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

FORWARDING LETTER

Tender No. : SDI9798P16 DT: 06.01.2016

Tender Fee : Rs 1,000.00

Bid Security Amount : Applicable

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Bid Closing on : As mentioned in the e-portal

Bid Opening on : -do-

Performance Security : Applicable

Integrity Pact : Applicable

OIL invites Bids for **Rate Contract for Liquid Nitrogen for 6,500 M3** 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 Deptt at following: Tel Nos = 0374-2807171 , 0374-2807192. Email id = erp_mm@oilindia.in.

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

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

Vendors should contact OIL officials at above timings only.

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

- d) Technical specifications and Quantity as per **Annexure – 1A**.
- e) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents.
- f) 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.
- g) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL's website (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.
- 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 RFX Response**.

Special Note:

1.0 General Qualification Criteria:

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

Criteria	Complied / Not Complied.
	Documentary evidence submitted / not submitted
a) Annual financial turnover of the firm in any of the last 3 financial years or current financial year should not be less than Rs 926.51 Lakhs.	

Note: For Annual financial turnover enclose the audited Annual Reports or balance sheet certified by a chartered accountant.

2.0 Vendors having OIL's User ID & password shall purchase bid documents on-line through OIL's electronic Payment Gateway upto one week prior to the bid closing date (or as amended in e-portal).

Vendors who do not have OIL's User ID & password shall obtain User ID & password through online vendor registration system in e-portal and can subsequently purchase bid

documents through OIL's electronic Payment Gateway upto one week prior to the bid closing date (or as amended in e-portal).

Alternatively application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in 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 the bid closing date (or as amended in e-portal). The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ...". for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site www.oil-india.com.

NOTE:

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

3.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> User - > Technical Bid only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in** Technical RFx Response.

3.2 The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **The prices of the items should be quoted in "Conditions Tab". Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments".**

3.3 **A screen shot in this regard is given below.** Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in [Annexure-CCC](#).

Display RFx Response:

Edit | Print Preview | **Technical RFx Response** | Close | Withdraw | Verify

RFx Response Number 60006452 RFx Number TEST2 Status Submitted
 RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Response Version 1

RFx Information | Items | Notes and Attachments | Conditions

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delivery Information

Incoterms

and Statistics

Created On

Created By

Last Processed On

Last Processed By

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

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

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

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

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Edit RFx Response:

Submit | Read Only | Print Preview | Check | **Technical RFx Response** | Close | Save | Verify signature

RFx Response Number 60006452 RFx Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
 RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Response Version Number 2 RFx Version Number 5

RFx Information | Items | **Notes and Attachments** | Conditions | Summary

▼ Notes

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid*

Area for uploading Priced Bid**

Note :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices.**

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

5.0 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.

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

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

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

9.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

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

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

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

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

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

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

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

NOTE:

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

Yours Faithfully

**Sd-
(R BARMAN)
SR MANAGER MATERIALS (IP)
FOR : HEAD-MATERIALS**

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

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

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

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
1.0 BID REJECTION CRITERIA (BRC): The bid shall conform generally to the specifications and 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. A) TECHNICAL: <u>BID REJECTION CRITERIA (BRC):</u> The bid shall conform generally to the specifications and 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. All the documents related to BRC must be submitted along with the bid. <u>1.0 Bidder’s Qualification</u> 1.1 The bidder shall be an Original Manufacturer of Liquid Nitrogen. OR 1.2 The bidder shall be an authorized dealer of Original Manufacturer of Liquid Nitrogen. <u>2.0 Bidder’s Experience</u> 2.1 In case the bidder is an Original Manufacturer of the offered item, the bidder shall satisfy the followings along with documentary evidence: 2.1.1 The bidder shall be in the business of manufacturing Liquid Nitrogen at least for last 03 (Three) years reckoned from the date of bid closing date of this tender. 2.1.2 The bidder shall have the experience of manufacturing and supplying of minimum Rs 277.95 lakhs of tendered quantity of Liquid Nitrogen to any Oil and Gas Industry in	

the last 3 years preceding from the bid closing date of this tender.

2.2 In case the Bidder is an authorized dealer of an Original Manufacturer of Liquid Nitrogen, the following criteria shall be met by the Bidder:

2.2.1 The Bidder shall confirm supply of Liquid Nitrogen from a Liquid Nitrogen Manufacturer who meets the qualification requirements stipulated under clauses 2.1.1 & 2.1.2 above.

2.2.2 Bidder shall enclose an Authorization Certificate with back up Warranty & Guarantee from the Original Manufacturer to quote against this tender.

2.2.3 The bidder shall have the experience of successful supplying of minimum 10% of tendered quantity of Liquid Nitrogen to any Oil and Gas Industry in the last 03 years preceding from the bid closing date of this tender.

2.2.4 The bid shall be rejected in case of any change of the proposed Original Manufacturer after submission of the bid.

2.2.5 Original Manufacturer of Liquid Nitrogen quoting through authorized dealer is not allowed to quote separately/independently against this tender and the bid from such Original Manufacturer will be rejected.

2.4 Supporting Documents

a) Possession of a supply order without complete execution or partially completed order will not be considered as previous experience of the bidder with respect to the Bidder's Experience criteria.

b) In support of the experience as noted in Para 2.1.1, 2.1.2 and 2.2.3 above, the bidder shall submit the following self-attested documents:

- i) Copy of the Purchase Order
- ii) Completion Certificate from the clients.

c) In support of clause nos. 2.2.2 certificate copies shall be enclosed.

3.0 Technical Rejection Criteria

The following vital technical conditions shall be strictly complied with failing which the bid will be rejected.

3.1 Bid shall be completed in all aspects covering entire scope of supply and shall conform to the technical specifications indicated in the bid document duly supported with technical catalogues/ literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.

3.2 The bidder shall have the required facilities for testing the quoted material as per International Standards at their premises and also agree to allow inspection by OIL or any other agency nominated by OIL. In case the bidder is not a manufacturer, a certificate from the manufacturer that the manufacturer possesses the required facilities for testing the quoted material shall be enclosed along with the techno-commercial bid.

3.3 The bidder shall submit an undertaking, in original, that their capacity is adequate to cover the quantity offered to OIL against the tender in addition to their other commitment. In case, the bidder is not a manufacturer then the bidder shall provide a certificate from the concerned manufacturer.

4.0 GENERAL:

Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/specifications of the items to be supplied etc. Generalized response like - 'As per NIT Specifications/Technical Leaflet', 'Noted', 'Accepted' or in any similar fashion is not acceptable.

B) COMMERCIAL:

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

ii). Bid security:

Bid security of **Rs.9,27,000.00** shall 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. If bid security in ORIGINAL of above mentioned amount is not received within bid closing date and time , the bid submitted through electronic form will be rejected without any further consideration. For exemption for submission of Bid Security, please refer Clause No. 8.8 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. **The Bid Security shall be valid for 10 months from Bid closing date. (i.e upto 25.12.2016)**

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

iii). Performance Security:

The successful Bidder will have to provide Performance @ 3.33% 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.

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

- iv). *The Bank Guarantee should be allowed to be encashed at all branches within India.*
- v). Validity of the bid shall be minimum 120 days from the Bid Closing Date.
- vi). The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- vii). Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.
- viii). All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3 with Organisation’s Name” digital certificate, will be rejected.
- ix). Technical RFx Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFx Response folder, otherwise the offer will be rejected.
- x). Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.

xi). Integrity Pact :

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide [Annexure DDD](#) of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be 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.

2.0 BID EVALUATION CRITERIA (BEC)

The bids conforming to the technical specifications, 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 to must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- iii) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "priced bid".

NOTE:

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

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TECHNICAL SPECIFICATIONS WITH QUANTITY

Tender No & Date: SDI9798P16 DT: 06.01.2016

MATERIAL DESCRIPTION	Complied / Not Complied. (Remarks if any)
<u>ITEM NO. 1</u> LIQUID NITROGEN – Qty = 5,500 M3 LIQUID NITROGEN of purity not less than 99%. <u>Special Terms and Conditions</u> 1. The successful bidder shall ensure uninterrupted supply of liquid nitrogen as and when required by OIL. For the sake of reliability and to have an uninterrupted supply of material for smooth operation of works, OIL reserves the right to award the contract between L1 & L2 successful bidder subject to the condition that L2 bidder agrees to match down their rates with the acceptable rates of L1 bidder. The quantity shall be awarded to the successful L1 & L2 bidders in the ratio of 60:40 (of the estimated quantity). At the time of placing the order, the quantity shall be released in the same ratio against the rate contract so finalized as and when the requirement is received. 2. Purity of Liquid Nitrogen shall be the essence of the supply contract and OIL shall have the right not to accept any supply with purity less than 99%. The bidder shall have the facilities for testing of Liquid Nitrogen as per International standards at their premises and agree for inspection by OIL officials or by any other agency nominated by OIL if desires so. 3. The successful bidder will have to make his own arrangements to supply 5,500 Cu. Mtr. of Liquid Nitrogen through suitable cryogenic road tankers and to unload in OIL's trailer mounted transport unit at Duliajan base / Moran base / well sites located within 100 KM from Duliajan. 4. OIL will give atleast 7 days notice for supply. The successful bidders shall have to ensure that the supply is made positively within 7 days of receipt of the notice from OIL. However, in case of operational exigency, the bidder shall supply within 24 hours of receipt of notice from OIL. Generally, the notice for supply shall be given by OIL representative over telephone. 5. Weighing of the Supplier's tankers shall be done in OIL's weigh bridge located in Materials department inside OIL's Industrial Area in Duliajan during the office hours on all working days. The tankers reporting beyond the working hours on any working day shall be weighed on the next working day. Again, the tankers reporting after office hours of the last working day of the week will be weighed on the first working day of the following week. OIL will not be responsible for the period for which the supplier's tankers become standby and also for any evaporation losses incurred during such standby period. However, OIL reserves the right to allow the tankers to be weighed outside in Govt. Authorized weigh bridges even during holidays / working days in order to meet exceptional operational exigencies. After the award of the contract, the successful bidders shall submit to OIL a list of atleast 3 (three) Govt. Authorized weigh bridges located one each in Sibsagar, Dibrugarh and Tinsukia for the same. 6. The tentative monthly requirement is 270 Cu. Mtr. However, the actual requirement may vary	

and the selected bidder must supply as per OIL's requirement. 7. Payment will be made against bills for the actual quantities received by OIL against each supply.	
<u>ITEM NO. 2</u> LIQUID NITROGEN – Qty = 500 M3 LIQUID NITROGEN of purity not less than 99%. <u>Special Terms and Conditions</u> 1. The successful bidder shall ensure uninterrupted supply of liquid nitrogen as and when required by OIL. For the sake of reliability and to have an uninterrupted supply of material for smooth operation of works, OIL reserves the right to award the contract between L1 & L2 successful bidder subject to the condition that L2 bidder agrees to match down their rates with the acceptable rates of L1 bidder. The quantity shall be awarded to the successful L1 & L2 bidders in the ratio of 60:40 (of the estimated quantity). At the time of placing the order, the quantity shall be released in the same ratio against the rate contract so finalized as and when the requirement is received. 2. Purity of Liquid Nitrogen shall be the essence of the supply contract and OIL shall have the right not to accept any supply with purity less than 99%. The bidder shall have the facilities for testing of Liquid Nitrogen as per International standards at their premises and agree for inspection by OIL officials or by any other agency nominated by OIL if desires so. 3. The successful bidder will have to make his own arrangements to supply 500 Cu. Mtr. of Liquid Nitrogen through suitable cryogenic road tankers and to unload in OIL's trailer mounted transport unit at OIL's operational areas in Arunachal Pradesh which is situated at a distance of around 150 KM from Duliajan. 4. OIL will give atleast 7 days notice for supply. The successful bidders shall have to ensure that the supply is made positively within 7 days of receipt of the notice from OIL. However, in case of operational exigency, the bidder shall supply within 24 hours of receipt of notice from OIL. Generally, the notice for supply shall be given by OIL representative over telephone. 5. Weighing of the Supplier's tankers shall be done in OIL's weigh bridge located in Materials department inside OIL's Industrial Area in Duliajan during the office hours on all working days. The tankers reporting beyond the working hours on any working day shall be weighed on the next working day. Again, the tankers reporting after office hours of the last working day of the week will be weighed on the first working day of the following week. OIL will not be responsible for the period for which the supplier's tankers become standby and also for any evaporation losses incurred during such standby period. However, OIL reserves the right to allow the tankers to be weighed outside in Govt. Authorized weigh bridges even during holidays / working days in order to meet exceptional operational exigencies. After the award of the contract, the successful bidders shall submit to OIL a list of atleast 3 (three) Govt. Authorized weigh bridges located one each in Sibsagar, Dibrugarh and Tinsukia for the same. 6. The tentative monthly requirement is 21 Cu. Mtr. However, the actual requirement may vary and the selected bidder must supply as per OIL's requirement. 7. Payment will be made against bills for the actual quantities received by OIL against each supply.	

ITEM NO. 3**LIQUID NITROGEN – Qty = 500 M3****LIQUID NITROGEN of purity not less than 99%.****Special Terms and Conditions**

1. The successful bidder shall ensure uninterrupted supply of liquid nitrogen as and when required by OIL. For the sake of reliability and to have an uninterrupted supply of material for smooth operation of works, OIL reserves the right to award the contract between L1 & L2 successful bidder subject to the condition that L2 bidder agrees to match down their rates with the acceptable rates of L1 bidder. The quantity shall be awarded to the successful L1 & L2 bidders in the ratio of 60:40 (of the estimated quantity). At the time of placing the order, the quantity shall be released in the same ratio against the rate contract so finalized as and when the requirement is received.

2. Purity of Liquid Nitrogen shall be the essence of the supply contract and OIL shall have the right not to accept any supply with purity less than 99%. The bidder shall have the facilities for testing of Liquid Nitrogen as per International standards at their premises and agree for inspection by OIL officials or by any other agency nominated by OIL if desires so.

3. The successful bidder will have to make his own arrangements to supply 500 Cu. Mtr. of Liquid Nitrogen through suitable cryogenic road tankers and to unload in OIL's trailer mounted transport unit at OIL's operational areas in Mizoram which is situated at a distance of around 1100 KM from Duliajan.

4. OIL will give atleast 7 days notice for supply. The successful bidders shall have to ensure that the supply is made positively within 7 days of receipt of the notice from OIL. However, in case of operational exigency, the bidder shall supply within 24 hours of receipt of notice from OIL. Generally, the notice for supply shall be given by OIL representative over telephone.

5. Weighing of the Supplier's tankers shall be done in OIL's weigh bridge located in Materials department inside OIL's Industrial Area in Duliajan during the office hours on all working days. The tankers reporting beyond the working hours on any working day shall be weighed on the next working day. Again, the tankers reporting after office hours of the last working day of the week will be weighed on the first working day of the following week. OIL will not be responsible for the period for which the supplier's tankers become standby and also for any evaporation losses incurred during such standby period. However, OIL reserves the right to allow the tankers to be weighed outside in Govt. Authorized weigh bridges even during holidays / working days in order to meet exceptional operational exigencies. After the award of the contract, the successful bidders shall submit to OIL a list of atleast 3 (three) Govt. Authorized weigh bridges located one each in Sibsagar, Dibrugarh and Tinsukia for the same.

6. The tentative monthly requirement is 21 Cu. Mtr. However, the actual requirement may vary and the selected bidder must supply as per OIL's requirement.

7. Payment will be made against bills for the actual quantities received by OIL against each supply.

NOTE:

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

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. **SDI9798P16** 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.

R BARMAN
SR MANAGER MATERIALS (IP)

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 :

Date 07.01.2016 .

Witness 2 :]

Technical Bid Checklist**Annexure-EEE**

Tender No.			
Bidder's Name :			
		Compliance by Bidder	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Bidder to confirm that he has not taken any exception/deviations to the bid document .		
2	Confirm that the product offered strictly conform to the technical specifications.		
3	Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer (Wherever Applicable) ?		
4	Confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial bid.		
5	Confirm that the prices offered are firm and / or without any qualifications?		
6	Confirm that all relevant fields in the on-line bidding format have been filled in by the bidder for the items quoted by them.		
7	Confirm that 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 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**

Tender No.	
Bidders Name	

Bidders Response Sheet

Sl No.	Description	Remarks
1	Name of Bidder	
2	Whether tender document purchased from OIL's offices.	
3	Place of Despatch	
4	Whether Freight charges have been included in your quoted prices	
5	Whether Insurance charges have been included in your quoted prices	
6	Make of quoted Product	
7	Offered Validity of Bid as per NIT	
8	Delivery Period in weeks from placement of order	
9	Complied to Payment terms of NIT (if applicable) otherwise 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.