



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

## Annexure-II

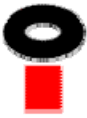
A) OIL INDIA LIMITED invites Indigenous Competitive Bid (e-tenders) through its e-Procurement portal - <https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/> for following e-tender :

E-Tender No.	B.C Date	Material Description & Quantity
SSI3304P15 Dt: 22.04.2014 (SINGLE STAGE TWO BID SYSTEM)	10.07.2014	LUBE OIL, MG 20W 40 OR EQUIVALENT, QTY. = 420,000 LTR.
SSI3563P15 Dt: 13.05.2014 (SINGLE STAGE TWO BID SYSTEM)	10.07.2014	LINSEED OIL QTY = 216KL
SSI3590P15 Dt: 16.05.2014 (SINGLE STAGE TWO BID SYSTEM)	10.07.2014	BENTONITE POWDER = (5400 MT)
SSI3591P15 Dt: 16.05.2014 (SINGLE STAGE TWO BID SYSTEM)	10.07.2014	BARYTES POWDER = (5400 MT)
SDI3576P15 Dt: 13.05.2014 (SINGLE STAGE TWO BID SYSTEM)	10.07.2014	COMPUTER = 306 NOS

Application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 (Excepting PSUs and SSI units registered with NSIC) in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted one week prior to Bid Closing date. The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ...". On receipt of requisite tender fee, USER\_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site [www.oil-india.com](http://www.oil-india.com).

**Note :**

These are press tender and parties interested to participate against these tenders shall have to purchase the tender document. PSUs and SSI units are provided tender documents Free of Cost ( as per govt guidelines), however they have to apply to OIL's designated office to issue the tender documents before the last date of sale of tender document mentioned in the tender.



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

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533

Email: bivashdas@oilindia.in ; erp\_mm@oilindia.in

**FORWARDING LETTER**

**Tender No.** : SSI3591P15 DT: 16.05.2014

**Tender Fee** : Rs 1,000.00

**Bid Security Amount** : Rs 5,28,000.00

**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 **supply of BARYTES POWDER (5400 MT) as per Annexure IA** 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) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.
- b) Technical specifications and Quantity as per **Annexure – 1A**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- d) In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- e) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons

contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

- f) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFX -> External Area -> Tender Documents. The above filled up document to be uploaded in the **Technical RFX** Response.

### **Special Note:**

#### **1.0 General Qualification Criteria:**

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

a) Bidder should have experience of successfully executing similar order of Rs **158.50 Lakhs** for supply of Barytes Powder during last 3 years.

b) Annual financial turnover of the firm in any of the last 3 financial years or current financial year should not be less than **Rs 528.34 Lakhs**.

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

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

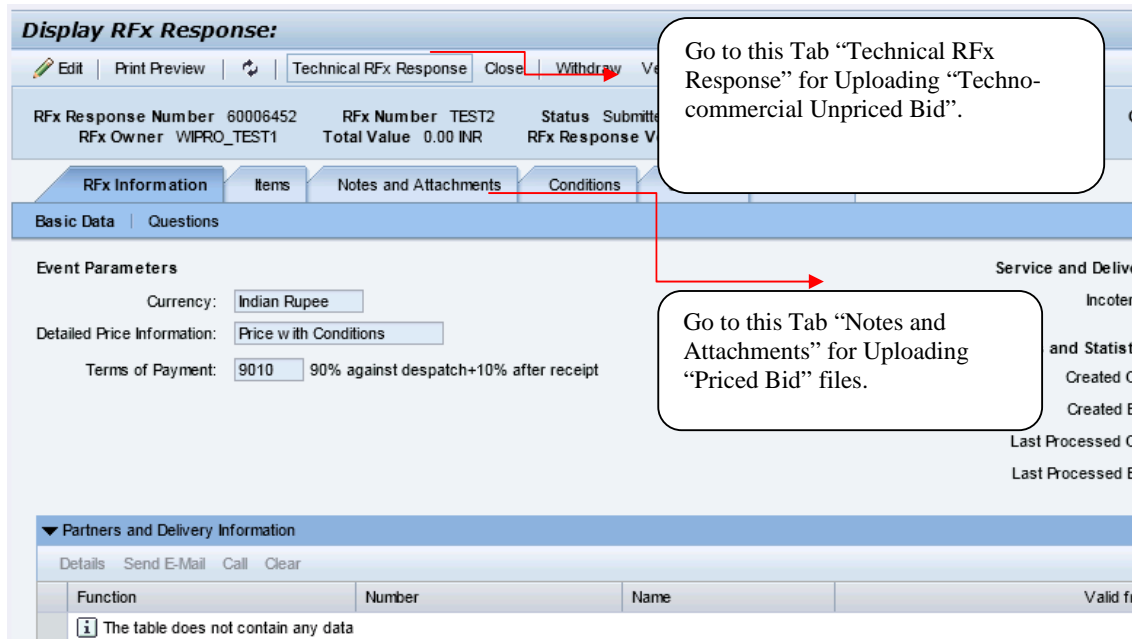
**3.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.**

**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.**

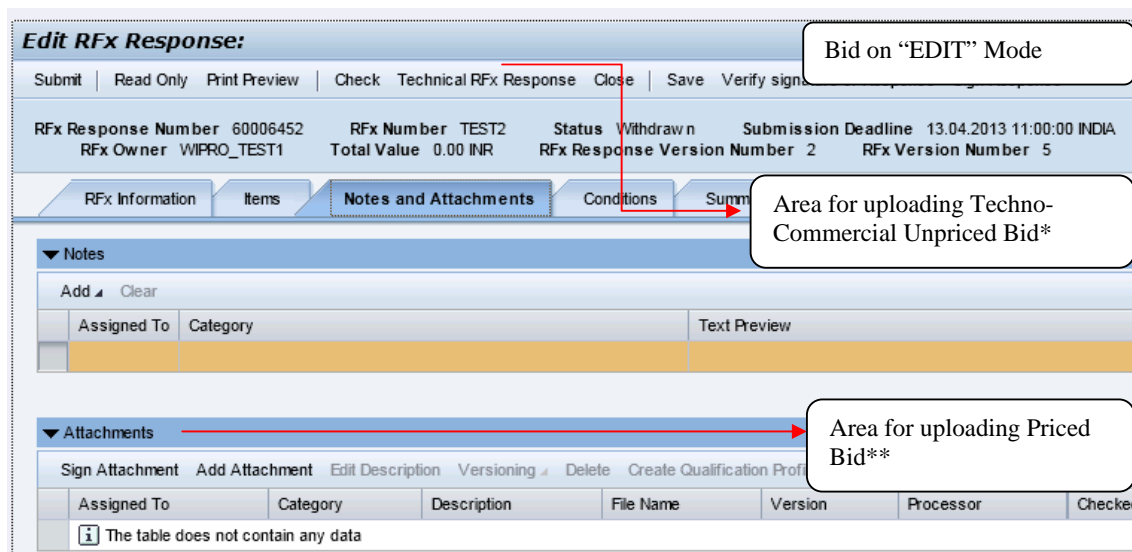
**3.2 The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. The prices of the items should be quoted in "Conditions Tab". Details of**

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.



**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:**



**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 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.** 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.

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

- i) **SHRI N. GOPLASWAMI, I.A.S. (Retd.),**  
**Former Chief Election Commissioner of India**  
**E-mail Id : [gopalaswamin@gmail.com](mailto:gopalaswamin@gmail.com)**
- ii) **SHRI RAMESH CHANDRA AGARWAL, IPS (Retd.)**  
**Former Director General of Police**  
**E-mail Id : [rcagarwal@rediffmail.com](mailto:rcagarwal@rediffmail.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 (LCB Tenders) elsewhere, those in the BEC / BRC shall prevail.

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

**Yours Faithfully**

**Sd-  
(B DAS)  
SR. PURCHASE OFFICER (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.

**Criteria**

**1.0 BID REJECTION CRITERIA (BRC):**

The bids must conform to the specifications, terms and conditions given in the NIT. Bid shall be rejected in case the items offered do not conform to the parameters stipulated in the technical specifications and to the national / international standards.

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:**

1.0 The party should be preferably a Manufacturer of the product. In case the bidder is not a manufacturer, he should be an authorised representative / dealer / supplier of the product of manufacturer. The authorised representative / dealer / supplier should produce authority letter in original from its manufacturer authorizing them to submit the bid along with the bid. Such authority letter should be valid for the entire period of execution of the order.

2.0 In case the bidder is not in a position to submit Authority letter from the manufacturer then bidder must submit Quality Assurance certificate mentioning that the offered product will be of same or higher quality / standard of the tender sample submitted along with the bid in the event of bulk supply against order.

3.0 The manufacturer / vendor should have at least 3 years of manufacturing / supply experiences of tendered item with supply record of minimum one order of 30% tender quantity of tendered material to various E&P / Mud Engineering companies. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid. Documentary evidences in support of above supply should be submitted along with the technical bid. OIL reserves the rights to verify the same.

**4.0 The bidder should submit tender sample of the product in triplicate (i.e. 3 samples) along with the bid. The bid should also accompany test report in original of their latest manufactured product. Further, the bidder should confirm that bulk supply will be same as the tender sample supplied for along with the tender. Tender sample received after bid opening date and time will not be accepted for evaluation.**

**Submission of tender sample is mandatory for all the bidders including those who were earlier exempted from submission of tender samples. All the exemption letters issued by OIL in this**

**regard stand withdrawn. Hence all the bidders are to ensure strict compliance of the above.**

5.0The tender sample should be strictly as per OIL's specification.

**(B) Commercial :**

i). Bids are invited under "Single Stage Two Bid System". Bidders have to submit both the "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 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:**

The bid must be accompanied by Bid Security of **Rs 5,28,000.00** in OIL's prescribed format as Bank Guarantee or a Bank Draft/Cashier cheque in favour of OIL. The Bid Security 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 Bank Guarantee towards Bid Security shall be valid for 10 months from Bid closing date. (i.e upto-10.05.2015).**

iii).**PERFORMANCE BANK GUARANTEE:**

**Successful bidder will be required to furnish a Performance Security @10% of the order value. The Performance Security must be valid for 12 months from the date of last despatch. 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 (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be rejected.

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

**x).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) 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".

**TENTATIVE DELIVERY:-**

**2700 MT IN APRIL 2015 AND BALANCE 2700 MT IN AUGUST 2015**

## SPECIAL NOTES

- i) The quantity of each tender sample should be ½ kg / ½ litre minimum.
- ii) The tender sample will be evaluated in OIL's laboratory as per OIL's tender specification for acceptance.
- iii) Bidder shall submit a copy of Material Safety Data Sheet of the quoted product along with the bid.
- iv) The material should be supplied in the original packaging of the manufacturer with marking as specified in the tender.
- v) Bidder shall confirm shelf life as per NIT requirement. Wherever asked for. Any supply without shelf life or shelf life less than the NIT requirements shall be rejected.
- vi) Generally the products which are field proven will be considered for bulk procurement against this tender. In case the product is not field proven. **OIL** reserve the right to place order for reduced / staggered quantity in order to assess the quality of the product in **OIL**'s operational area. In such cases, party shall be allowed to supply subsequent quantity only after the initial quantity is found suitable upon field trial.
- vii) The supplied material against orders will be accepted after passing the specification test in the OIL's laboratory at Duliajan. The supplied product must meet the order specification and perform at par with the corresponding tender sample submitted by the bidder against this tender during the quality assessment test in the laboratory.

-----XXXX-----

**TECHNICAL SPECIFICATIONS WITH QUANTITY**

**Tender No & Date: SSI3591P15 DT: 16.05.2014**

**Item Description**

**ITEM NO. 10**

**BARYTES POWDER – QTY = 5400 MT**

Product description and use

Barium sulphate, BaSO<sub>4</sub>, a mined product used in drilling fluids and cement slurry for increasing fluid density.

Specification

**1. Physical Properties :**

The material as received shall be white/light greyish white/light pinkish white free flowing powder free from dirt and foreign matter.

**2. Specific Gravity of material : 4.15**

as received, at 26 +/- 2 Deg.C minimum.

**3. Fineness :**

(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

**4. Insoluble Minus Silica % by mass, minimum. : 90.00**

**5. Water Soluble Content : 0.02**

% by mass, maximum.

**6. Performance Test :** Prepare a bentonite suspension by mixing 7.5 gm of OIL approved bentonite per 100 ml distilled water, Stir the suspension in a multimixer for 15 minutes so that 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

**N.B.** Apparent viscosity will be measured by a Fann VG meter.

**7. Packing :**

The material should be packed in brand new Double-Walled (DW) jute bags (9 Oz) with a single polythene lining (100 gauge) or brand new HDPE bags strong enough to withstand rigours of transit and storage.

**Capacity** : 50 Kilogram (new) per bag.

8. **Markings** : 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.

9. **Pre Despatch Inspection** :

Pre despatch inspection will be carried out by M/s. RITES.

The scope of 3rd party inspection will be as follows :

- a) Inspection of quality as per order during production.
- b) Checking of bag specification and weight of bags randomly during the production operation.
- c) Bonding of warehouse after completion of production/ inspection/testing of samples.
- d) De-bonding of warehouse and witnessing of loading operations from warehouse of Railway station.
- e) Apart from specification tests M//s RITES has to test for presence of Mercury in Barytes

10. Bidders to quote inclusive of inspection charges by RITES.

11. OIL reserves the right to depute it's personnel for inspection prior to despatch at successful bidders works.

**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. **SDI3367P15** 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.

<p>_____</p> <p>R BARMAN</p> <p><b>SR. MANAGER MATERIALS (IP)</b></p> <p>_____</p> <p>For the Principal</p>	<p>_____</p> <p>For the Bidder/Contractor</p>
---	---

Place. Duliajan.	Witness 1 : .....
------------------	-------------------

Date 27.04.2014 .	Witness 2 : .....
-------------------	-------------------

**Technical Bid Checklist**

**Annexure-EEE**

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

NOTE: Please fill up the greyed cells only.

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

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

<b>Sl No.</b>	<b>Description</b>	<b>Remarks</b>
1	Name of Bidder	
2	Place of Despatch	
3	Whether Freight charges have been included in your quoted prices	
4	Whether Insurance charges have been included in your quoted prices	
5	Make of quoted Product	
6	Offered Validity of Bid as per NIT	
7	Delivery Period in weeks from placement of order	
8	Complied to Standard Payment Terms of OIL or not.	
9	Bid Security Submitted (if applicable)	
10	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
	c) Name and Full Address of Issuing Bank:	
11	Confirm that the Bid Security submitted (In case of Bank Guarantee) is in toto as per format provided in the tender.	
12	Bid Security if Not submitted reasons thereof	
13	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
14	Integrity Pact Submitted (if applicable)	
15	Confirm that the Integrity Pact submitted is in toto as per format provided in the tender.	
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 guideliness)	

**NOTE:** Please fill up the greyed cells only.