



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

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

E-Tender No.	B.C Date	Material Description & Quantity
SSI4329P15 DT: 23.07.2014 (SINGLE STAGE COMPOSITE BID SYSTEM)	11.09.2014	DEOILER – 72,000KG

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 ...” 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 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 User ID and Password.



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.	: SSI4329P15 Dt: 23.07.2014
Tender Fee	: Rs 1,000.00
Bid Security Amount	: Rs.56,000.00
Bidding Type	: SINGLE STAGE COMPOSITE 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 the supply of **DEOILER (72,000 KG)** through its e-Procurement site under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents

The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be **found in the Item Data and details uploaded under Technical RFX.**

The tender will be governed by:

- “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.
- Technical specifications and Quantity as per **Annexure – 1A**.
- The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- 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.
- 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**) 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:

BIDDERS' FINANCIAL CAPABILITY

Annual turnover of the firm in any of the last 3 financial years or current financial year should not be less than Rs.56.26 lakhs.

BIDDERS' TECHNICAL CAPABILITY

Bidder should have experience of executing single order of value not less than Rs.16.88 lakhs for supply of Deoiler during last 3 (three) years as on Bid Closing date of the tender.

2.0 Application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted **only upto one week prior to Bid Closing date (or as amended in e-portal). The envelope containing the application for participation should clearly indicate “REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ...” for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL’s e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using “Guest Login” provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL’s web site www.oil-india.com.**

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 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **Head Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.

- a) **Original Bid Security**
- b) **Detailed Catalogue (if any)**
- c) **Any other document required to be submitted in original as per tender requirement**

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

4.0 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.

5.0 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.

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

7.0 **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 : gopaldaswamin@gmail.com
- ii) **SHRI RAMESH CHANDRA AGARWAL, IPS (Retd.)**
Former Director General of Police
E-mail Id : rcagarwal@rediffmail.com

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

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

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

Yours Faithfully

Sd-
(BIVASH DAS)
SENIOR PURCHASE OFFICER (IP)
FOR : HEAD-MATERIALS



ऑयल इन्डिया लिमिटेड
OIL INDIA LIMITED

P.O. DULIAJAN-786602,
INDIA ASSAM
Phone : 0374-2808792
Fax : 0374-2800533
Email : bivashdas@oilindia.in
erp_mm@oilindia.in



ANNEXURE-IA

Tender No. : SSI4329P15 Dt: 23.07.2014

TECHNICAL SPECIFICATIONS WITH QUANTITY

SLNO & MATERIAL CODE NO.	MATERIAL DESCRIPTION	QUANTITY	UNIT
10 ----- 85055277	<p>CHEMICALS - DRILLING MUD/CEMENTING DEOILER (TO BE USED ALONGWITH OIL SOLUBLE DEMULSIFIER.)</p> <p>1. PHYSICAL CHARACTERISTICS :</p> <p>a) Type of Chemical: Cataionic Polyelectrolyte b) Appearance : Transport Liquid c) Solubility : The product should be soluble in water in all proportions. d) Physical State : The product should be in liquid and homogeneous form and easily pumpable without dilution under all ambient temperature conditions (5 to 45 Deg.C). It should be free from any insoluble matter. e) Compatiblity : The product should be non-corrosive, it must have pH between 6.5 and 7.5 and must be compatible with all materials of construction, including alloys. f) Shelf life : 12 Months (Minimum)</p> <p>2. PERFORMANCE :</p> <p>The performace of the tender sample will be tested in the laboratory on oil-in-water emulsions (formation water) collected from the oil-water separation plants situated in the oilfields. This test emulsion may normally contain up to 2000 PPM of emulsified oil. This emulsion will be treated with the tender sample, and the treated water will be aerated for 15 minutes and then allowed a quiescent time of 5 minutes. After this treatment process, the oilcontent in the treated water should not be more than 50 PPM, as measured spectrophotometrically. The test dosage of the tender sample normally would not exceed 30n PPM and shall be pegged with the minimum dosage of a field proven product (latest</p>	72,000	KG

bulksupply), at which it yields the specified oil content in that test emulsion under identical test conditions.

3. ACCEPTANCE CRITERIA FOR BULK SUPPLIES :

3.a.Regular Order : A field - approved product submitted against the tender will be considered directly for Regular Order (bulk procurement) in case it passes the technical evaluation and the suppliers's offer meets all other tender requirements. Every batch of material supplied against a Regular Order has to meet the laboratory performance specification (para 2 above), and also match the physical characteristics and the laboratory performance of its tender sample (against the performance of which the order has been placed and which is kept as a reference sample in the laboratory) when tested after arrival of the consignments in Duliajan. The supply will be deemed acceptable after passing this laboratory evaluation.

3.b. Trial and Development Order : A new product (which is not yet field-approved in OIL) which passes the tender sample evaluation in the laboratory will be considered for a Trial Order of 2 MT on "no-cure, no-pay" basis. Material supplied against a Trial Order will be tested in the laboratory as described in para [3.a.] above, and shall be deemed acceptable for payment after passing such evaluation. However, its performance will also be monitored at various field locations, where its performance should be at par with the standard product under existing field conditions, failing which the new product will not be considered for further procurement. If found acceptable, a Developmental Order (normally 10 MT) may follow the Trial Order to confirm the quality and consistency of the product supplied in larger volumes. Following the acceptable performance - both in the laboratory and in the fields - of the material supplied against a Trial Order and the Developmental Order that may follow, the Product would be deemed as "Field-approved".

4. PACKING :

4.a.Tender Sample : 500 gms (250 gms x 2) of sample should be submitted free of cost in two airtight and sealed bottles made of either glass or metal (plastic bottles not acceptable) for laboratory evaluation, along with all relevant product information detailed below. The sample

	<p>will not be accepted for evaluation unless delivered in specified manner, with complete product information.</p> <p>4.b.Bulk Supply : 200 Kg nett in new ISI marked EPOXY-COATED Mild Steel (M.S.) drums or new HMHDPE drums (9.2 Kg tare wt) conforming to IS:6312 specification. For international supplies, the drums should carry appropriate certification from an international standardizing agency. Name of the product, manufacturer's name and address, order number, batch number and date of manufacture should be stenciled on every drum in bold letters and contrasting colour.</p> <p>5. PRODUCT INFORMATION TO BE PROVIDED BY THE SUPPLIER ALONG WITH OTHER BID DOCUMENTS :</p> <p>a) GENERAL DESCRIPTION Product Name : Colour : Generic Composition : Type of Solvent and its Boiling Point/Range (Deg.C.) : Viscosity (cP) at 20 Deg.C : Specific Gravity at 20 Deg. C : Pour Point (Deg.C) : pH (without dilution) : Date of Manufacture : Shelf Life (Months)</p> <p>b) MATERIAL COMPATIBILITY: Compatibility with materials of Construction like Mild Steel, Galvanized Iron, Brass, PVC, Rubber, Polypropylene, Polyethylene (HD), Newprene, Vinyl, Ethylene Propylene and polyurethane.</p> <p>c) SAFETY, HANDLING AND STORAGE INSTRUCTIONS (MSDS).</p> <p>d) TOXICITY AND ECOLOGICAL EFFECTS: Chemical Oxygen Demand, Dissolved Organic Carbon, Biodegradability, Toxicity for Bacteria etc.</p>		
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Tentative Delivery: 12 MT PER MONTH FROM FEBRUARY'2015 ONWARDS.

ITEM NOTES

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

ii) The manufacturer should have at least 3 years of manufacturing experience with bulk supply records to various E&P companies. Documentary evidence in support of the order executed with quantity should be submitted to OIL. OIL reserves the rights to verify the same.

iii) The bidder should submit a tender sample of the product in duplicate along with the bid. The quantity of tender sample should be 500 gms (250 gms x 2) in two airtight bottles made of either glass or metal. Tender samples submitted in plastic bottles will be rejected.

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.

iv) The tender sample will be evaluated in OIL's laboratory as per OIL's tender specification for acceptance.

v) The bidder must produce a quantity assurance certificate stating that the subsequent supply will be of same quality as the tender sample submitted along with the bid.

vi) The Bidder has to submit a Product Information Sheet (containing all the information asked for in para 5 of the technical specification) and the Material Safety Data Sheet (MSDS) of the offered product along with the bid.

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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.

However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per Annexure- A) contradict the Clauses of the tender and / or “General Terms & Conditions” for Indigenous e-Tender vide MM/LOCAL/E-01/2005 elsewhere, those in the BEC / BRC shall prevail.

1.0 BID REJECTION CRITERIA (BRC):

Bidder’s Experience :

i) Bidder should preferably be the manufacturer of the product. In case the bidder is not a manufacturer, he should be an authorized representative /dealer/supplier of the product. The authorized representative /dealer/supplier should produce authority letter in original from their manufacturer along with the bid. Such authority letter should be valid for the entire period of execution of the order.

ii) The manufacturer should have at least 3(Three) years of manufacturing experience (as on Bid Closing date) with bulk supply records to various E&P companies.

Documentary evidence in support of the order executed with quantity should be submitted to OIL. OIL reserves the rights to verify the same.

iii) The bidder should submit a tender sample of the product in duplicate along with the bid. The quantity of the tender sample should be 500 gms(250 gms x2) in two airtight bottles made of either glass or metal. Tender samples submitted in plastic bottles will be rejected.

iv) The tender sample will be evaluated in OIL’s laboratory as per OIL’s tender specification for acceptance.

v) The bidder must produce a quality assurance certificate stating that the subsequent supply will be of same quality as the tender sample submitted along with the bid.

vi) The bidder has to submit a Product Information Sheet (containing all the informations asked for in para 5 of the technical specification in Annexure-I) and the Materials Safety Data Sheet (MSDS) of the offered product along with the bid.

Contd.....2/-

(B) COMMERCIAL :

(i) Bid Security :

All the Bids must be accompanied by Bid Security of Rs.56,000/- (Rupees fifty six Thousand) only. For details please refer General Terms and Conditions vide Annexure- MM/LOCAL/E-01/2005 for Indigenous Tenders. Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 8.1 and 8.2.1 of MM/LOCAL/E-01/2005 will be rejected outright without any further reference. For exemption for submission of Bid Security, please refer Clause No. 8.8 of MM/LOCAL/E-01/2005. The Bid Security if submitted in the form of bank guarantee should be valid upto 08.07.2015.

ii). Performance Bank Guarantee:

Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. For exemption for submission of Performance Bank Guarantee, please refer Clause No. 9.12 of MM/LOCAL/E-01/2005. Performance Bank Guarantee for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning or 18 months from the date of despatch whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Bank Guarantee shall be valid for 12 months from the date of despatch.

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

iv). Validity of the bid shall be minimum 120 days from the Bid Closing Date. Bids without minimum validity shall be rejected.

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

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

vii) INTEGRITY PACT :

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

Contd.....3/-

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

SHRI N. GOPLASWAMI, I.A.S. (Retd.),
Former Chief Election Commissioner of India
E-mail Id : gopaldaswamin@gmail.com

SHRI RAMESH CHANDRA AGARWAL, IPS (Retd.)
Former Director General of Police
E-mail Id : rcagarwal@rediffmail.com

1.2 BID EVALUATION CRITERIA (BEC):

(A) TECHNICAL :

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 :

(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). The evaluation of bids will be done as per the Price Schedule given in the General Terms and Conditions vide Annexure- MM/LOCAL/E-01/2005 for Indigenous **e-Tenders**.

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. SSI4329P15 The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including

- the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
 4. 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.

BIVASH DAS
SR. PURCHASE OFFICER(IS)

For the Principal

For the Bidder/Contractor

Place: Duliajan

Witness 1 :

Date: 23.07.2014

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 been filled in by the bidders for the items quoted by them.		
7	Confirm that the the price bid is in conformity with OIL's online bidding format ?		
8	Confirm that the Bid comply with all the terms & conditions ?		
9	Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.		
10	CONFIRM THAT YOU HAVE SUBMITTED THE DULY SIGNED INTEGRITY PACT DOCUMENT (Wherever Applicable)		
11	CONFIRM THAT YOU HAVE SHALL SUBMIT PERFORMANCE BANK GUARANTEE AS PER NIT IN THE EVENT OF PLACEMENT OF ORDER ON YOU (Wherever Applicable)		
12	CONFIRM THAT YOU HAVE SUBMITTED DOCUMENTS AS PER GENERAL QUALIFICATION CRITERIA		

NOTE: Please fill up the greyed cells only.

Bidders Response Sheet**Annexure-FFF**

Tender No.	
Bidders Name	

Sl No.	Description	Remarks
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.