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### **FORWARDING LETTER & INSTRUCTION TO BIDDERS**

**OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Maharatna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport to Dibrugarh, 45 km away. Rajasthan Field of Oil India Limited (OIL) is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. OIL has also strategically diversified into Renewable Energy Business and O&M activities. The Field Office of OIL at Jodhpur is well connected by Road, Rail & Air.

In connection with its operations, OIL invites Bids for procurement of **Vacuum Insulated Tubing (VIT) with Crossovers** from competent and experienced bidders through OIL's e - procurement site via International Competitive Bidding (ICB). One complete set of Bid Document for above is uploaded in OIL's e -procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e - procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

### **TENDER INFORMATION SUMMARY**

E -Tender No.	:	<b>SJG1715P27 dated 23.04.2026</b>
Type of Tender	:	International Competitive Bidding (ICB)
Type of Bidding	:	<b>Single Stage Two Bid System</b>
Pre-Bid Conference	:	a) A pre-bid conference to explain Company's exact requirements and to reply to queries of bidders, if any, on the tender stipulations will be held on <b>06.05.2026 at 11:30 hrs (IST)</b> in OIL's Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan, India. b) Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate General Manager (C&P), Oil India Limited, Jodhpur latest by <b>04.05.2026 up to 17:30 Hrs (IST)</b> . c) All pre-bid queries should be submitted to the dealing officer over email ( <a href="mailto:adarsh.padhy@oilindia.in">adarsh.padhy@oilindia.in</a> ) latest by <b>04.05.2026 up to 17:30 Hrs (IST)</b> . Only those queries received within the cut-off period shall be discussed and replied to during pre-bid meeting. d) OIL expects that the bidders should comply with the tender conditions in Toto. However, clarifications/ exceptions/ deviations, if required, should be brought out by the bidders prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company shall communicate the changes/ modifications in this regard, if agreed any, through an addendum to tender document in GeM portal and thereafter Company shall be at liberty to reject all such non-compliant Bids.

	e) All costs associated with attending the pre-bid conference by bidders' representatives shall be borne by the interested bidders.
Bid Closing Date & Time	: <b>20.05.2026, 13:00 PM, IST</b>
Technical Bid Opening Date & Time	: <b>20.05.2026, 14:00 PM, IST</b>
Price Bid Opening Date & Time	: To be decided later and shall be informed separately to the technically qualified bidders only.
Bid Security	: <b>INR 2,03,34,210.00 or USD 216,360.00 with validity upto 16.12.2026</b>
Bid Security Declaration	: Not applicable
Bid Submission Mode	: Bids must be uploaded online in OIL's e-procurement portal
Bid Opening Place	: Office of GM (C&P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan
Bid Validity	: Bid should be valid for <b>120 days</b> from actual bid opening date.
Performance Guarantee	: Applicable@5% if order value is more than Rs. 10.00 Lakhs
Integrity Pact	: Applicable
MSE Preference Purchase	: Applicable
Preference To Make in India order (MII Purchase Preference)	: Applicable
Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	: Not Applicable
Document Verification by Third Party	: Applicable
Restrictions on procurement from a bidder of a country which shares a land border with India	: Applicable
Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy	: Applicable
Pre - despatch inspection	: Not Applicable
Third party inspection (TPI)	: Applicable; In OIL's scope
Installation & Commissioning	: Not Applicable
Training	: Not Applicable
Annual Maintenance Contract	: Not Applicable
Contact Details	: A. R. Padhy, Manager (C&P) TEL: 0291-2729473 E -MAIL: Adarsh.padhy@oilindia.in
E -Tender Support technical	: TEL: 0374- 2804903, 2807171, 2807192 E -MAIL: erp_mm@oilindia.in
Bids to be addressed to	: GM (C&P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan

## **LIST OF ANNEXURES/ PROFORMAS**

<b>ANNEXURES</b>	
Annexure - I	: Technical specifications, quantity and special notes
Annexure - II	: Price Bid Format/ Price Schedule (Attached in 'Notes & Attachments' in e-portal)
Annexure - III	: Bid Evaluation Criteria
Annexure - IV	: Technical & Commercial Check List
Annexure - V	: General terms & conditions (GTC) & Special terms & conditions (STC)
Annexure - VI	: Bid Evaluation Matrix (Technical Specification)
Annexure - VII	: Bid Evaluation Matrix (Bid Evaluation Criteria)
Annexure - VIII	: Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP)
Annexure - IX	: Questionnaire, along with an Explanatory Note for guidance for Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy.
Annexure - X	: General Conditions of Contract ( <i>For all services to be rendered including AMC</i> )
<b>PROFORMAS</b>	
Proforma - A	: Format for undertaking towards compliance of Financial Criteria
Proforma - B	: Format for Annual Turn Over and Net Worth Certificate
Proforma - C	: Format for Corporate Guarantee for Financial Standing
Proforma - D	: Format for Integrity Pact
Proforma - E(I), E(II), E(III)	: Formats for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India
Proforma - F	: Format for Performance Security
Proforma - G A	: Format for Bid Security
<del>Proforma - G B</del>	<del>: Format for Bid Security Declaration</del>
Proforma - H	: Format for undertaking towards submission of authentic information/ documents
Proforma - I	: Format for Authorization letter for attending Tender Opening
Proforma - J	: Format for Exception/ Deviation
Proforma - K	: Format for Undertaking for Local Content
Proforma - L	: Format for Power of Attorney/ Authorization letter (Regarding authority for submission of bid)
Proforma - M	: Format for bidders financial standing
Proforma - N	: Format for declaration of Blacklisting/ Holiday Listing/ NCLT/ NCLAT/ DRT/ DRAT/ Court Receivership/ Liquidation
Proforma - O	: Format for declaration that bidder is not under holiday list/ delisted/ blacklisted/ debarred
Proforma - P	: Format for "insurance surety bond" for "bid security"
Proforma - Q	: Format for "insurance surety bond" for "performance security"
Proforma - R	: Format for Inspection Certificate to be issued by Independent Inspection Agencies against Document Verification Clause

**ANNEXURE-I**  
**TECHNICAL SPECIFICATIONS**



**(To be filled and duly signed up by bidder and submit along with Technical Bid)**

**TECHNICAL SPECIFICATIONS:**

Item Number	Mat. Code	Long Description	Quantity	Bidder's Remark (Complied/ Not complied)
1	02305251	<p>VACUUM INSULATED TUBING  VIT 114.3mm (4.5") N 80 X 73.02 mm (2 7/ 8") L80;  Premium connection.  Standard: Tube for VIT (L 80 &amp; N 80 Tubes) according to API 5CT (latest edition)  Nominal liner masses: 19.25 to 20 lbs/ ft  Tube Outer dia.: 114.3mm (4.5")  Tube Inner dia.: 73.02 mm (2-7/ 8")  Outer Pipe OD &amp; Wall Thickness: 114.3 X 6.35-6.88mm (range)  Inner Pipe OD &amp; wall Thickness:73.02 X 5.51 mm  Connection: Integral connection or thread and coupled premium connection only (to withstand high temperature)  Connection Tension efficiency:100%  Connection Compression efficiency: 80% (Minimum)  Material outer tube: N 80  Material Inner Tube: L80  Length, Joint: R2 (30 to 32 ft)  Max. Injection Steam Pressure: 3045 PSI (21 Mpa)  Max. Injection Steam temperature: 662 °F (350 °C)  Insulation System: Multi silica-based material with annulus vacuum  Thermal conductivity at 350°C, # W/ (m.K): 0.006 - 0.02 K value; BTU/ h.ft.°F: 0.00346758~0.0115586  Connection on the tube Overall Heat Transfer Coefficient; U: Value to be given by bidder  Sealing Mechanism: Metal to Metal  Premium connection: Hunting, ATLAS BRADFORD TC-4S, JFE Fox &amp; JFE Bear, NS-CT, TENARIS, VAM, TMK brand of premium connections</p>	43000 M	
2	02305252	<p>Crossover from VIT connection to the Tubing Hanger (top) - Crossover- Hanger Connection- 73.02 mm (2-7/ 8") EUE Pin  Material Grade - L80, 6.5 PPF (Approx. length: 0.6 to 1 m)</p>	75 no.	
3	02305253	<p>Crossover from the VIT to the Packer/ Jar/ Guide Shoe at the bottom - Crossover Packer/ Guide shoe Connection- 73.02 mm (2-7/ 8") EUE Pin  Material Grade - L80, 6.5 PPF (Approx. length: 0.6 to 1 m); VIT Box</p>	75 no.	

4	02308261	Crossover from 4-1/ 2" VIT connection PIN to the 4-1/ 2" EUE PIN Crossover- Hanger Connection- 4-1/ 2" EUE Pin Material Grade & Weight - L80 12.5 ppf Approx. length: 0.6 to 1 m To be supplied with openable couplings in both sides	2 no.	
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**SPECIAL NOTES:**

NOTES	Bidder's Remark (Complied/ Not complied)
<b>1.0 SPECIFICATION:</b>	
1.1 The VIT inner & outer tubing must be manufactured as per API 5CT latest edition. The grade of the inner tube of the VIT shall be L80 Type 1, PSL-1 and that of the outer tube shall be N-80.	
1.2 The Tubing to be used for VIT shall be brand new, unused, and of prime quality.	
1.3 Coating: Coating shall be done as per API 5CT latest edition and adequately oiled to withstand sea voyage.	
1.4 Pipe ends: Ends must be prepared as per relevant API specifications. Suitable end protectors as specified shall be used to protect the ends.	
1.5 The offer must contain detailed description of the materials. Insufficient description will lead to rejection of the offer.	
<b>1.6 QUANTITY TOLERANCE:</b> Bidders should note that, in the event of order, quantity tolerance of +0%/ -2% of order quantity will be applicable.	
1.7 Technical data sheet for the connections should be provided with the offer. Compression efficiency and tension efficiency for the connection should be as per technical specification.	
<b>2.0 MILL AUDIT/ INSPECTION/ CERTIFICATION:</b>	
All Tubing (inner & outer) shall be manufactured tested and certified in accordance with the relevant API Spec. 5CT, latest edition.	
Inspection report by OIL's authorized TPI agency/ OIL's representative during manufacturing and before final dispatch of the equipment to be submitted. Material to be dispatched only after obtaining IRN (Inspection Release Note) from OIL's TPI/ OIL's representative.	
<b>3.0 PHYSICAL/ CHEMICAL TESTS:</b>	
The following tests shall be carried out on each heat of steel from which the VIT tubing is manufactured as per API spec.5CT and test results thereof shall be submitted to OIL: i) Heat Analysis ii) Product Analysis iii) Recheck Analysis iv) Mill-Control Check Analysis v) Tensile tests vi) Yield strength tests vii) Mill control tests viii) Dimension and weight tests including drift and straightness.	
3.1 While conducting the above tests if any one of them fails, retest of the same shall be carried out as per API Spec. 5CT.	
<b>3.2 Hydrostatic Test:</b> Each joint of tubing shall be tested hydrostatically to the recommended pressure at the mill in accordance with the relevant API 5CT specifications before insulating for fabricating the VIT. Also, VIT pipes should be subjected to hydro testing with made up coupling.	

3.3 End threading, gauging and thread inspection: Threading, gauging and thread inspection shall be done as per relevant Standard of Premium connection.	
3.4 Non-Destructive Tests: Non-destructive tests shall be carried out as specified in API Spec 5CT.	
3.5 Bidders should give details of mills inspection and QC methods available. OIL may require such details in case of an order.	
3.6 Bidders should Test the Apparent Thermal Conductivity of VIT by Steady state method details of which needs to be furnished.	
3.7 All welds should be tested for vacuum leak test.	
<b>4.0 IDENTIFICATION MARKING:</b>	
4.1 Marking is to be done on each joint of VIT, manufacturer's mark/ name, size, weight, grade, class, manufacturing process, heat treatment, test pressure, length, thread identification, make up marking etc. Marking should be in metric unit.	
4.2 Additionally, 'OIL' logo, and the purchase order number shall be die stamped or paint stencilled on each joint.	
4.3 Colour coding: The colour coding ON THE OUTER TUBING shall be done as per API Spec. 5CT. The colour band shall be 50.8 mm (2") wide.	
<b>5.0 THIRD PARTY INSPECTION:</b>	
5.1 Inspection by an independent third party to cover the following shall be required against all tubing of the VIT. (i) Material Identification. (ii) Stage inspection at random visit basis during manufacturing. (iii) Audit and endorsement of all chemical analysis and physical test reports for tubing. (iv) Witness dimensional checks for tubing to be used. (v) Witness mechanical tests for tubing to be used. (vi) Witness hydrostatic tests of the VIT. (vii) Visual inspection for imperfections on the outer tube of VIT as per API 5CT (viii) Grade comparison. (ix) End area defect identification. (x) All markings in outer tube of VIT as per API 5CT (xi) Check and verify length of each joint. (xii) Thread inspection, couplings & connection as per API 5CT (xiii) Verify X-ray flaw detection test results for test carried on the welding seam to guarantee the welding effect and insulating capability (xiv) Review & verify Heat conductivity coefficient test results (xv) Hydro test of VIT (xvi) Issue of certificate.  <b>Note:</b> Proper Tally sheet (in Original) indicating length of each joint of VIT with heat number of the joint should be furnished to OIL. The Tally sheet should be duly signed & stamped by the Manufacturing Mill and will be endorsed (certified) by the third-party inspection agency. A soft copy of above tally sheet is to be sent in MS EXCEL FORMAT along with the despatch document. Bidder to confirm the same while quoting.	
5.2 Third party inspection is required for all the tubing & assembled VIT.	
5.3 The bidder shall confirm supplying of 95% VIT Tubing with length 9.0 mtr. and above in the offer.	
<b>6.0 THIRD PARTY INSPECTION AGENCY &amp; CHARGES:</b>	
6.1 The bidder is to arrange for Third Party Inspection at manufacturer's plant as per the broad scope of work. Bidder should confirm that equipment/ material supplied by them will be inspected by any of the following third-party inspection agencies <b>at OIL's cost (bidder shall not include TPI charges in their prices)</b> and Third-Party Inspection Report will be submitted along with the Dispatch document. OIL shall appoint any of the	

<p>following TPI agencies to carry out the inspection before despatch and charges for such inspection charges is on <b>OIL's account</b>.</p> <ul style="list-style-type: none"> <li>a) Bureau Veritas (BV)</li> <li>b) LRQA (Formerly Lloyds)</li> <li>c) Det Norske Veritas (DNV)</li> <li>d) RITES</li> <li>e) IRCLASS</li> </ul>	
<p>6.2 OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third-Party Inspection Agency at Bidder's/ Manufacturer's plant/ premises as per the broad Scope of Work. All cost towards the engagement of Third-Party Inspection Agency shall be borne by OIL. <b>BIDDER SHALL NOT QUOTE/ INCLUDE THE COST OF THIRD-PARTY INSPECTION IN THEIR OFFER.</b> However, Bidder shall extend all necessary facility to the satisfaction of Third-Party Inspection Agency for smooth conduct of the inspection.</p>	
<p>6.3 Manufacturer QAP for Third Party Inspection to be submitted by the bidder. QAP/ ITP documents to be submitted by the bidder upon award of the LOA/ purchase order for review and approval by OIL. Relevant testing of the pipe as per OIL's approved QAP (Quality Assurance Plant) and as stated in the NIT and API 5CT.</p>	
<p>6.4 Bidder shall clearly indicate in the technical bid the place/ plant <b>where Third Party Inspection of the materials shall be conducted, in the event of an order</b> along with detailed address, name of contact person &amp; contact details, if any.</p>	
<p>6.4 Supplier shall convey to OIL the production schedule within 02 (two) weeks from the date of receipt of Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/ manufacturer's premises accordingly. <b><u>Additionally, Supplier shall send a notice in writing/ e-mail to OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI)</u></b> as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency. viz. LRQA (Formerly Lloyds), Bureau Veritas, RITES, IRCLASS and DNV-GL.</p>	
<p>6.5 The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.</p>	
<p>6.6 The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.</p>	
<p>6.7 Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.</p>	
<p>6.8 The decision of the Third-Party Inspection Agency nominated by OIL regarding acceptance/ rejection of material shall be final and binding on the supplier.</p>	
<p>6.9 Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/ Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched <u>only after receipt of dispatch clearance from OIL.</u></p>	
<p>6.10 Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.</p>	
<p>6.11 Notwithstanding clauses contained herein above, in the event the material under inspection fails to conform to Purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.</p>	

<p>6.12 Third party inspection of items will be carried out by any of the OIL's approved TPI agencies indicated below which shall be nominated after placement of order: i) M/ s LRQA (Formerly Lloyds) ii) M/ s Bureau Veritas iii) M/ s RITES iv) M/ s IRCLASS v) M/ s DNV-GL.</p>	
<p>6.13 Following documents are to be submitted to C&amp;P dept., Rajasthan Field, Oil India Limited, 2A District Shopping Center, NH62, Saraswati Nagar, Jodhpur, Rajasthan 342005.  (i) Original TPI certificate.  (ii) Original Mill Test Certificate.  (iii) Original Tally Sheet duly sealed and signed by TPI &amp; Manufacturer.  (iv) Original Certificate of Compliance from the Manufacturer</p>	
<p><b>ADDITIONAL NOTES:</b></p>	
<p>1) The VIT is required for the wells which will be horizontal/ Jbend/ vertical. All these wells are expected to produce heavy oil of API-14-18 &amp; viscosity of approx 11000 cp at 50 deg C. All these wells will be thermally completed with thermal wellhead. Thermal well completion is planned aiming Cyclic Steam Injection. The approximate production potential is estimated at 100-150 bbls per day. VIT will be used for thermal EOR process where maximum steam temperature may be upto 345 deg C and pressure 120-170 Kg/cm2.</p>	
<p>2) The Bidder should submit running in and pulling out procedure manual alongwith the supply of the goods. Initial few operations (at least in two wells) of lowering/ running in VIT/ Crossover should be assisted by manufacturer's technical representative free of cost, if required by OIL. (After receipt of notice from OIL). Bidder must categorically confirm the acceptance of the same.</p>	
<p><b>3) ALL THE TENDERED ITEMS ARE REQUIRED TO BE PROCURED FROM THE SAME SOURCE FOR THE REASON OF COMPATIBILITY AND SMOOTH OPERATIONS. EVALUATION SHALL BE DONE ACCORDINGLY. BIDDERS MUST QUOTE FOR ALL THE ITEMS FAILING WHICH THEIR BID SHALL BE REJECTED.</b></p>	

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**ANNEXURE – II**  
**PRICE BREAK UP**

**A) PRICE BREAK UP OF ITEMS WHOSE COST IS TO BE INCLUDED IN “PRICE SCHEDULE”**

<b>Item no.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit Price including GST (In Rs)</b>	<b>Applicable GST rate</b>

**B) PRICE BREAK UP OF ITEMS WHOSE COST IS NOT TO BE INCLUDED IN “PRICE SCHEDULE”**

<b>Item no.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit Price including GST (In Rs)</b>	<b>Applicable GST rate</b>

**Notes:**

- 1. Price break up to be provided as above, if asked for in the tender.*
- 2. Bidders should fill up, sign and upload this price break up under “Financial documents” of Priced bid only. The price breakup should not be uploaded under Technical bid as it shall lead to rejection of the bid.*

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**ANNEXURE - III**

**BID EVALUATION CRITERIA (BEC)**

<b>BID EVALUATION CRITERIA (BEC) FOR VACUUM INSULATED TUBING (VIT)</b>	<b>(Complied/ Not Complied/ Deviation/ Not Applicable)</b>	<b>Relevant Location of their Bid to support the remarks/ compliance (Reference of Document name/ Serial number/ Page number of bid for documentary evidence)</b>
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The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this Tender document. Bids shall be rejected in case the Equipment and Services offered do not conform to the required parameters stipulated in the technical specifications/ Scope of Work. Notwithstanding the general conformity of the bid to the stipulated specifications/ Scope of Work, the following requirements will have to be particularly met by the Bidders, without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/ deviation to the Bid Documents. If any exceptions/ deviations are maintained in the bid, such conditional/ nonconforming bids shall not be considered, but shall be liable for rejection.

**A) BID EVALUATION CRITERIA:**

**A.1) TECHNICAL:** Bidder must meet the following criteria failing which the bid shall be rejected.

**1.0 MANUFACTURING DETAILS:**

1.1 Bidders must specify categorically in their offer if the following jobs in respect of the Tubing/ Tubular required to manufacture Vacuum Insulated Tubing (VIT) offered by them would be carried out by themselves.

- i) Manufacture of the Green pipe (Unprocessed Plain End Pipe)
- ii) Manufacture of the mother/ processed pipe
- iii) Manufacture of Coupling Stock/ blanks
- iv) Manufacture of Coupling
- v) Threading of item (ii) or (iii) and End finishing jobs.

In case any or all the above jobs would be carried out in their plant, bidder must forward valid API/ ISO/ GOST certificate(s), issued in their name for respective job(s) together with the offer.

1.2 In case some of the above jobs are not carried out in their plant but would be carried out in some other works, the bidders must submit API/ ISO/ GOST certificate(s) issued in the vendors' name for respective job(s). These certificates must be furnished along with the offer.

1.3 Bidders doing none of the above jobs would be treated as supply house/ traders.

1.3.1 Bidder (Supply Houses/ Traders) must forward the following certificates along with the offer failing which the offer will be rejected.

<p>i) A certificate from the manufacturing mill guaranteeing supply of the <b>VIT (Tubing &amp; connection)</b> to the bidder in the event of an order on the bidder.</p> <p>ii) Valid API/ ISO/ GOST certificates from the manufacturer of Threaded and coupled Tubing/ Tubular <b>for the VIT</b>.</p>		
<p>1.3.2 It may be noted that no change in manufacturing mill will be allowed after placement of order. Bidder must confirm the same in their bid.</p>		
<p>1.4 Bidders must clearly indicate the country of origin.</p>		
<p>1.5 Manufacturer's/ Processor's/ Threader's (<b>for connection of VIT</b>) Experience: Manufacturer/ Processor/ Threader (<b>for connection of VIT</b>) of the offered item(s) should satisfy the following clauses along with documentary evidence which should be enclosed along with the techno-commercial bid.</p>		
<p>1.5(a) Minimum 5 (five) years of experience of manufacturing/ processing/ threading and ultimately supplying similar material i.e. Vacuum Insulated Tubing (same or higher grade and same or higher outer diameter) to companies which are in the business of exploration and production of hydrocarbons. For this purpose, the period reckoned shall be the period prior to the original bid closing date of the tender. Copies of <i>API-5CT/ ISO 11960/ GOST 31446 certificates for the tubulars to make the VIT</i> for the last 5 (Five) years from original bid closing date of the tender (i.e. continuous without having any break in between) shall be submitted along with techno commercial bid.</p> <p>The bidder has to submit an undertaking regarding the manufacturing and testing of the tendered items as per API 5CT, latest edition.</p>		
<p>1.5 (b) Should have manufactured/ processed/ threaded and ultimately supplied similar material i.e. <b>Vacuum Insulated Tubing</b> (same or higher grade and same or higher outer diameter) at least 50% of tendered quantity of VIT to companies which are in the business of exploration and production of hydrocarbons during the last 5 (five) Years. For this purpose, the period reckoned shall be the period prior to the original bid closing date of the tender.</p> <p>However, a Bidder who is a domestic manufacturer (excluding Threader/ Processor) and has manufactured and successfully executed at least one (01) order either to OIL or ONGCL (irrespective of supplied quantity) for similar materials i.e. <b>Vacuum Insulated Tubing</b> (same or higher grade and same or higher outer diameter) during the last 5 (five) Years prior to original Bid Closing Date of the tender, shall be considered as established source and shall be qualified with respect to this clause (1.5.b), subject to submission of documentary proof.</p>		
<p>1.5 (c) Domestic manufacturer who has satisfactorily executed development order(s) placed by OIL/ ONGCL for similar material i.e. Vacuum Insulated Tubing (same or higher grade and same or higher outer diameter) during recent years i.e., less than five years</p>		

<p>from the original bid closing date of this tender shall also be considered as established sources for supply of the tendered item(s). Under such situation, documents to fulfil BEC clause 1.5.a &amp; 1.5.b above are not required to be submitted. But they must submit the following along with their techno-commercial bid:</p> <p>i) Copy of valid API 5CT/ ISO11960/ GOST 31446 Certificate for the tubulars to make the VIT.</p> <p>ii) Copy of successful Field Trial Report issued by OIL in its official letter head highlighting the development Order No. &amp; Date, if executed to OIL.</p> <p>iii) Copy of development Purchase Order (PO) and successful Field Trial Report issued by ONGCL (bearing the PO No. &amp; Date in their letter head), if executed against ONGCL's development order.</p>		
<p>1.5 (d) Documentary evidence in respect of 1.5(a) &amp; 1.5 (b) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/ L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno commercial bid.</p>		
<p>1.5 (e) In case bidder is a manufacturer then bidder should have valid API-5CT/ ISO 11960/ GOST 31446 certificate for the tubulars to make the VIT for last 5 (five) years (i.e. continuous without having any break in between) for manufacturing Threaded and Coupled Tubular for VIT &amp; its connection and documentary evidence thereof should be submitted along with the techno-commercial bid. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno commercial bid.</p> <p>The bidder has to submit an undertaking regarding the manufacturing and testing of the tendered items as per API 5CT, latest edition.</p>		
<p>1.5 (f) In case the bidder is sole selling agent/ distributor/ dealer/ supply house of any API/ ISO/ GOST approved manufacturer, then bidder must furnish the following documents. Such bidder can offer the desired product only from API/ ISO/ GOST approved manufacturer having all the required authorization to manufacture Threaded and Coupled <b>Tubular for VIT &amp; its connection</b> (Bids from Sole selling agents/ distributors/ dealers/ supply houses for processor or Threader will not be accepted.):</p>		
<p>i) Back-up authority cum Warranty letter in original on manufacturer's letter head, valid at the time of bidding which should remain valid during the entire execution period of the order, from the concerned manufacturer guaranteeing supply of the <b>Vacuum Insulated Tubing</b> to the bidder in the event of an order on the bidder and also authorized them to market their products.</p>		
<p>ii) Copies of valid API-5CT/ ISO 11960/ GOST 31446 the last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of the techno-commercial bid.</p>		

iii) Bidder should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom their Manufacturer has supplied similar material i.e. **Vacuum Insulated Tubing** (same or higher grade and same or higher outer diameter) during the last 5 (five) years along with documentary evidence to satisfy above clause 1.5b. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno commercial bid.

iv) Documentary evidence in respect of (iii) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/ L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.

1.5 (g) In case the bidder is API/ ISO/ GOST approved Processors/ Threaders who intend to purchase plain end pipes and coupling stock from other manufacturers and do heat treatment/ threading - end finishing and testing should indicate the sources from where they intend to purchase plain end pipes and coupling stock and should also submit the following documents:

i.a) Copy of valid API-5CT/ ISO 11960/ GOST 31446 certificate for tubulars to make the VIT in favor of manufacturer of green pipes, coupling blank/ stock must be submitted with the bid.

i.b) Copy of valid API-5CT/ ISO 11960/ GOST 31446 certificate for tubulars to make the VIT in favor of manufacturer of coupling for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno commercial bid in case the processor/ threader should purchase the coupling from other mills.

ii) Copy of valid API-5CT/ ISO 11960/ GOST 31446 certificates for tubulars to make the VIT in favor of processor/ threader to do heat treatment/ threading – end finishing and testing of Casing/ Tubing/ Tubular for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid.

iii.a) Processors must purchase the green pipes, coupling stock/ blank from API/ ISO/ GOST approved mills only and should submit the list of those API approved mills together with their valid API 5CT/ ISO 11960 (Latest Edition)/ GOST 31446 (Latest Edition) certificate for tubulars to make the VIT.

iii.b) Threaders must purchase processed mother pipes & Coupling stock/ blank from API/ ISO/ GOST approved mills only and should submit the list of those API/ ISO/ GOST approved mills together with their valid API 5CT/ ISO 11960/ GOST 31446 certificates for tubulars to make the VIT for last 5 (five) years (i.e. continuous without having any break in between) along with the techno commercial bid. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno- commercial bid.

<p>iv) Processors/ Threaders should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom they have supplied similar material i.e. <b>Vacuum Insulated Tubing</b> (same or higher grade and same or higher outer diameter) during the last 5 (five) Years along with documentary evidence to satisfy above clause 1.5b. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid</p>		
<p>v) Documentary evidence in respect of (iv) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/ L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.</p>		
<p>1.5 (h) Documents in any language other than English should be got translated in English and the copy of the original version English translation should be got verified from any one of the following:</p> <p>i) Official of Indian Embassy/ High Commission/ Consulate General situated in the country where language has been translated.  ii) Official of Embassy/ High Commission/ Consulate General of the country where language has been translated, in India.</p>		
<p>1.6 Bidder should confirm to submit API-5CT/ ISO 11960/ GOST 31446 certificates for tubulars to make the VIT as specified elsewhere in the tender, in subsequent Price bid(s). Price bid of those bidders who fail to submit valid API-5CT/ ISO 11960/ GOST 31446 certificates for tubulars to make the VIT or whose API-5CT/ ISO 11960/ GOST 31446 certificates for tubulars to make the VIT is suspended will not be opened. However, the bidder has to submit an undertaking regarding the manufacturing and testing of the tendered items as per API-5CT, latest edition.</p>		
<p><b>NOTES:</b></p> <p>[i] Manufacturer/ manufacturing mentioned above means Manufacturer/ manufacturing of Plain end Green Pipe, Coupling Stock through processing, Vacuumization and threading to finish Threaded or Coupled Vacuum Insulated Tubing (VIT).</p> <p>[ii] No change in API/ ISO/ GOST mill(s) other than those indicated in the techno-commercial bid will be allowed after placement of order.</p> <p>[iii] The Purchase Orders/ contracts date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply must be within 5 (five) years preceding the original bid closing date of this tender.</p> <p>[iv] In the event of any extension to the bid closing date of the tender, the original scheduled bid closing date shall be considered for evaluation of BEC clauses.</p> <p>[v] Against all supporting documents submitted by the bidder along with the technical bid, originals must be kept ready and to be produced for verification of OIL, if called for.</p>		

[vi] Satisfactory supply/ completion/ installation report (if submitted) should be issued on client's official letterhead with signature and stamp.

**Note:** ISO and GOST certificates shall be considered applicable only for those manufacturers whose American Petroleum Institute (API) certification has been revoked by API for reasons other than non-conformity with technical manufacturing systems and procedures. Bidder must submit documentary evidence regarding the same.

**A.2) FINANCIAL:**

1.0 The bidder shall have an annual financial turnover from Operations equal to minimum **INR 5083.55 Lakhs** during any of the preceding 3 (Three) financial/ accounting years reckoned from the original bid closing date of the tender.

{Annual Financial Turnover of the bidder from operations shall mean -"Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91)}.

2.0 "Net Worth" of the bidder must be positive for the financial/ accounting year just preceding to the original Bid Closing Date of the Tender.

{Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".}

3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/ accounting year falls within the preceding six months/ or within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/ notifications issued by CBDT from time to time), whichever is later reckoned from the original bid closing date and the Financial Statements of the preceding financial/ accounting year are not available with the bidder, then the financial turnover of the previous three financial/ accounting years excluding the preceding financial/ accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking (**Proforma - A, if applicable**) certifying that 'the balance sheet/ Financial Statements for the financial year 2025-26 has actually not been audited so far'

**Note:**

a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the technical bid: -

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma - B**.

OR

ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/ digitally signed printed published accounts are also acceptable.

b) In case the bidder is a Central Govt. Organization/ PSU/ State Govt. Organization/ Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

4.0 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the Bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the Bidder regarding converted figures in equivalent INR or US\$.

5.0 In case the Bidder is subsidiary company (should be wholly owned subsidiary of the parent/ ultimate parent/ holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:

(i) Turnover of the parent/ ultimate parent/ holding company should be in line with Para A.2 (1.0) above.

(ii) Net Worth of the parent/ ultimate parent/ holding company should be positive in line with Para A.2 (2.0) above.

(iii) Corporate Guarantee (**Proforma - C**) on parent/ ultimate parent/ holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them.

(iv) Documents to substantiate that the bidder is as wholly subsidiary of the parent/ ultimate parent/ holding company.

**A.3) COMMERCIAL:**

Commercial Bid Evaluation Criteria will be as per Section D & Section-E of General Terms & Conditions of Global Tender (MM/ RP/ GLOBAL/ E-01/ 2005) with following Special Bid Evaluation Criteria.

1.0 Bids are invited online under **SINGLE STAGE TWO BID SYSTEM**. Bidders must prepare the Techno-Commercial Bid (Unpriced) as well as the Priced Bid separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The "Unpriced Bid" shall contain all techno-commercial details except the prices/

costs. The rate and amount columns in the unpriced technical bid must be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.

2.0 The prices/ rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/ prices quoted must be net of all discounts.

3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.

4.0 Bids containing incorrect/ false/ misleading statement(s) shall be rejected.

5.0 Validity of the bid shall be **minimum 120 days** from the date of actual Bid opening. Bids with lesser validity shall be rejected.

6.0 Bidders must confirm that goods/ materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed the supplies for a period of 18(Eighteen) months from the date of shipment/ dispatch or 12(Twelve) months from the date of receipt of items at destination, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/ materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier’s expenses at no extra cost to OIL.

7.0 Bid Security in ORIGINAL shall be furnished by the Bidder as a part of their TECHNICAL BID. The amount of Bid Security and its validity shall be as specified in the Bid Document. Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration. A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/ or if the Bid Security validity is shorter than the validity indicated in Tender and/ or if the Bid Security amount is lesser than the amount indicated in the Tender.

For exemption for submission of Bid Security please refer Bid security clause under Amendments of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/ RP/ GLOBAL/ E-01/ 2005 for E-procurement (ICB Tenders) including Amendments & Addendum to “General Terms & Conditions” for e-Procurement)].

8.0 Successful bidder will be required to furnish a Performance Bank Guarantee of **5% of the order value** for PO value more than INR 10 Lakhs. The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/ contract agreement [Please refer “General

Terms & Conditions” for e-Procurement as per Booklet No. MM/RP/ GLOBAL/ E-01/ 2005 for E-procurement (ICB Tenders) including Amendments & Addendum to “General Terms & Conditions” for e-Procurement)]. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.

9.0 The Integrity Pact (enclosed as per **Proforma - D**) must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

10.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:  
 (a) Validity of bid shorter than the validity called for in the Tender.  
 (b) Undertaking regarding Bid Security not submitted.  
 (c) In case the Party refuses to sign Integrity Pact, if applicable.

11.0 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:  
 i) Liquidated Damages  
 ii) Guarantee of material  
 iii) Arbitration/ Resolution of Dispute  
 iv) Force Majeure  
 v) Applicable Laws

12.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

13.0 Any exception or deviation to the Tender requirements must be tabulated in “Statement of Compliance” (enclosed as per **Proforma - J**) by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

14.0 **PRICE SCHEDULE:** Bidder shall submit the Price Break up as per Price Bid Format [**ANNEXURE - G**]. Bidders should fill up the annexure(s), sign and upload under “Notes & Attachments” > “Attachments” only. No price should be given in above Technical Rfx otherwise the offer will be rejected.

15.0 **Document Verification:** Oil India Limited (OIL) has engaged the 17 (Seventeen) Independent Inspection Agencies to verify and certify of various documents required against BEC of the tender. The Bidders have to get the various documents required against BEC of the tender verified and certified by anyone of the above Independent Inspection Agencies and submit the duly certified documents alongwith the Inspection Certificate issued by the Inspection Agencies as part of their Technical Bids. It may be noted

that the scope of inspection is primarily to verify the authenticity of the documents being submitted as part of the bid. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.

As mentioned above, Bidder(s) have to submit the verified documents and the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents against BEC without getting all/ some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead as per **Proforma - R** to submit the duly verified copies/ verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/ verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third-party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

Bidders are requested to Refer to **Clause No. 26 of Special Terms & Conditions** for more details in this regard.

**B) PRICE EVALUATION CRITERIA:** The bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Evaluation Criteria shall be considered for further evaluation as per General Terms and Conditions for Global Tender and the Price Evaluation Criteria given below:

1.0 All the tendered items are required to be procured from the same source for the reason of compatibility and for smooth operations. Evaluation shall be done accordingly. Bidders must quote for all the items failing which their bid shall be rejected.

2.0 The evaluation of bids shall be done as per the Price Bid Format provided in the Tender/ e-tender portal.

3.0 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

4.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision

exceed 3(three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

5.0 To ascertain the inter-se-ranking, bid prices shall be in Indian Rupees and the comparison of responsive bids shall be made strictly as per online Price bid format, subject to corrections/ adjustments, if any.

6.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender (MM-RP-GLOBAL-E-01-2005). However, if any of the Clauses of the Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/ or elsewhere, those mentioned in this BEC shall prevail.

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**ANNEXURE - IV**  
**TECHNICAL & COMMERCIAL CHECKLIST**

**A. TECHNICAL CHECKLIST:**

Nil

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**B. COMMERCIAL CHECKLIST:**

Sl. No.	Requirement	Bidder's Response
1	Whether quoted as manufacturer?	
2	Whether quoted as OEM Dealer/ Supply House?	
3	If quoted as OEM Dealer/ Supply House -	
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/ supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty/ Guarantee certificate submitted?	
4	Whether agreed to the tender warranty clause of the tender?	
5	Whether submitted EMD/ Bid Security/ Bid Security Declaration as per tender requirement?	
5.1	EMD/ Bid Security (Amount & Validity)	
6	EMD/ Bid Security Exemption Certificate with Validity	
7	Whether quoted a firm delivery period as per the tender requirement?	
8	Whether confirmed to submit PBG as asked for in tender?	
8.1	Whether agreed to submit PBG within 30 days of placement of order?	
9	Whether confirmed Bid Validity as per the tender requirement?	
10	Whether confirmed Payment Terms as per the tender?	
11	Whether quoted as MSE unit? If yes, whether necessary document submitted?	
12	Whether submitted Integrity Pact duly signed and sealed as per <b>Proforma - D?</b> <i>(If applicable as per the tender)</i>	
13	<p>Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/ 18/ 2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable.</p> <p>In this regard, bidders must submit duly sealed &amp; signed undertaking as per format provided vide, <b>Proforma – E(I), E(II) &amp; E(III)</b> along with the technical bid. Whether uploaded along with the bid?</p>	
14	Whether indicated the country of origin for the items quoted? Please mention the "Country of origin" under Remarks here?	
15	Whether submitted format of undertaking by bidders towards submission of authentic information/ documents as per <b>Proforma – H?</b>	
16	Whether indicated 'Local Content' required as per PPP-MII Policy?	
	Local content amount and percentage. Details of locations at which the local value addition is made.	
17	Whether indicated the import content in Price Bid?	

18	Whether all documents have been submitted as required for fulfilling Experience criteria clause of BEC-Technical?	
19	Name and details of the company to whom the bidder has successfully executed orders/ contracts as per Experience criteria clause of BEC-Technical.	
20	Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)	
21	Name of Manufacturer	
22	Place of Despatch	
23	Name, Address, Phone No & E-mail ID of Bidder	
24	Bank details of Bidder	
25	Whether submitted <b>Proforma - J</b> Format for Exception/ Deviation	
26	Whether submitted <b>Proforma - K</b> Format for Undertaking for Local Content	
27	Whether submitted <b>Proforma - L</b> Format for Power of Attorney/ Authorization letter (Regarding authority for submission of bid)	
28	Whether submitted <b>Proforma - M</b> - Format for Bidders financial standing	
29	Whether submitted <b>Proforma - N</b> - Format for declaration of Blacklisting/ Holiday Listing/ NCLT/ NCLAT/ DRT/ DRAT/ Court Receivership/ Liquidation	
30	Confirm submission of undertaking/ questionnaire for Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy as per format provided in <b>ANNEXURE- IX</b>	

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## ANNEXURE - V

### GENERAL TERMS & CONDITIONS (GTC)

**1.0** The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet No. MM/ GLOBAL/ E-01/ 2005 for E-procurement (ICB Tenders) including Amendments & Addendum to “General Terms & Conditions” for e-Procurement. However, if any of the clauses of the Bid Evaluation Criteria (BEC) mentioned here contradict the clauses in the “General Terms & Conditions” for e-Procurement as per Booklet No. MM/ GLOBAL/ E-01/ 2005 for E-procurement (ICB Tenders) of the tender and/ or elsewhere, those mentioned in this BEC shall prevail.

**2.0** General terms and conditions of Purchase Order have been revised in March,2021. If any of the clauses of the booklet MM-RP-GLOBAL-E-01-2005 for e-procurement (ICB tenders) contradict with General terms and conditions of purchase order, March-2021; those in the General terms and conditions of Purchase Order, March-2021 shall prevail.

**3.0** Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and due date to **GM (C&P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan** on or before the Bid Closing Date mentioned in the Tender.

- a) Original Bid Security
- b) Any other document required to be submitted in original as per tender requirement.

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. 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 bidder’s risk and may result in rejection of its offer without seeking any clarifications.

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

**6.0** OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017, and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guidelines for getting Digital Signature and other related information are available on the e-tender website [www.oil-india.com](http://www.oil-india.com). The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection. All the bidders are available to go through the following documents available on the login Page of the OIL's E-tender Portal before uploading their bid.

- a) Guidelines to Bidders for participating in OIL.

- b) Vendor User Manual
- c) Instruction to bidders

**7.0** Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

**8.0** All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only 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 liable for rejection.

**9.0** Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site [https:// etender.srm.oilindia.in/irj/ portal](https://etender.srm.oilindia.in/irj/portal)

**10.0** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/ incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

**11.0** The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid 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 Work & Technical Specification of the tender. Upload the same in the Technical RfX Response-> User -> Technical Bid. Please go through the help document in detail before uploading the document and ensure uploading of technical bid in the Technical RfX Response-> User -> Technical Bid and "PRICED BID" as per the Price Bid format under "NOTES & ATTACHMENT" tab.

**12.0** In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID" should contain details as mentioned in the technical specifications as well as BEC and upload the same in the Technical RfX Response-> User -> Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in detail before uploading the document and ensure uploading of technical bid in the Technical RfX Response-> User -> Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **The prices of the items should be quoted as per the price bid format under the "NOTES & ATTACHMENT"**

**13.0** PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALY ACCEPTABLE.

**14.0 ONLINE VIEWING OF PRICE BY BIDDERS:** For convenience of the qualified Bidders and to improve transparency, the rates/ costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such bidder whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE

CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding sharing the "Total Bid Value" or the same whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

**15.0** The prices must be strictly submitted as per the price bid format only uploaded under tab "Notes & Attachment". The prices/ rates offered against the tender must remain firm through delivery and not subject to variation in any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/ prices quoted must be net of all discounts.

### **SPECIAL TERMS & CONDITIONS (STC)**

**1.0** Bidders shall submit their offer mentioning pointwise compliance/ noncompliance to all the terms & conditions, BEC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.

**2.0** Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.

To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**3.0** The Bidder to submit following Technical Evaluation Sheet along with technical bid -  
Annexure – VI: Bid Evaluation Matrix (Technical Specification)  
Annexure – VII: Bid Evaluation Matrix (Bid Evaluation Criteria)

#### **4.0 INTEGRITY PACT**

OIL shall be entering into an Integrity Pact, **if applicable** with the bidders as per format enclosed vide **Proforma - D** 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. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have 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.

OIL's Independent External Monitors at present are as under:

Dr. Tejendra Mohan Bhasin,  
Former Vigilance Commissioner, CVC  
E-mail: tmbhasin@gmail.com

Shri Ajit Mohan Sharan, IAS (Retd.)  
Former Secretary, Ministry of Ayush, Govt. of India  
E-mail: ams057@gmail.com

4.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

4.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle disputes through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

#### **5.0 MICRO AND SMALL ENTERPRISES (MSE)**

Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. Bidders are requested to take note of the same and to submit their offers accordingly.

a) Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises and subsequently amended vide CG-DL-E-21032025-261838 dated 21.03.2025.

The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

#### **Udyam Registration Number with Udyam Registration Certificate.**

**Note:** *In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ ST entrepreneur/ Woman Entrepreneurs should also be enclosed.*

b) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturer of tendered item (Primary Product Category) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate

authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/ costs with non-MSE L1 Bidder.

#### **6.0 PREFERENCE TO MAKE IN INDIA (MII)**

Department for Promotion of Industry and Internal Trade (DPIIT), has issued the revised 'Public Procurement (Preference to Make in India), Order 2017" vide Order no. No. P-45021/ 2/ 2017-PP (BE-II) dated 04.06.2020. PPP-MII Policy (including its latest modifications/ amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this tender. Bidders are requested to go through the policy and take note of the following while submitting their offer.

In order to avail purchase preferences and to comply PPP-MII policy, the undertaking for percentage of Local content shall be submitted by the bidder alongwith their offer as per Proforma - K to undertake that for the tendered Goods/ Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/ 2/ 2017-FP- PNG-Part (4) (E-41432) dated 26.03.2024.

The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract. In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

#### **7.0 DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP):**

Tender will be governed by the Domestically Manufactured Iron & Steel Products Policy-2025 notified vide Gazette Notification No. CG-DL-E-26052025-263378 (Notification No.298) Dated 26.05.2025 (including its modifications/ amendments), Ministry of Steel (MoS) in case of tenders for Iron & Steel products as per DMI & SP policy. Bidders must confirm acceptance to the conditions of this policy and submit all the undertakings and documents applicable under this policy. A copy of the said Gazette notification is enclosed as ANNEXURE-VIII. Bidders are requested to take note of the same and to submit their offers accordingly, wherever applicable.

Bidders are required to confirm acceptance to the conditions of this policy. Bidders who comply with all the provisions specified in Government Gazette Notification and any amendments thereafter and submit all the undertakings and documents applicable under policy to avail purchase preferences as per the policy.

As policy for providing preference to domestically manufactured Iron & Steel Products (DMI&SP) is applicable in this tender, the bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products, shall furnish the authorization certificate issued by their domestic manufacturer if the bidders themselves opt to participate in the tender on behalf of their manufacturer.

If manufacturer itself submits bid, the bids of its authorized dealers will not be considered.

#### **8.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:**

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/ 18/ 2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules

(GFRs), 2017 w.e.f. 23rd July, 2020 and amended vide O.M. No. F.7/ 10/ 2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/ 7 (4)/ 2017-Fin dated 24.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

(1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

(2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(3) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(4) The beneficial owner for the purpose of para (3) above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(7) **Validity of Registration:** The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

(8) **Undertaking regarding compliance:** The bidders are required to provide undertakings as per **Proforma - E(I), Proforma - E(II) & Proforma - E(III)** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by bidder whose bid is accepted are found to be false, this would be ground for debarment/ action as per OIL's Banning Policy and further legal action in accordance with law.

## **9.0 SETTLEMENT OF DISPUTES:**

### **A) Arbitration (Applicable for Suppliers/ CONTRACTORs other than PSU and MSME):**

1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh	Sole Arbitrator	OIL

Upto Rs.25 Crore		
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

7) Parties agree and undertake that neither shall be entitled for any pre- reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

(i) 20% of the fees if the claimant has not submitted statement of claim.

(ii) 40% of the fees if the pleadings are complete

(iii) 60% of the fees if the hearing has commenced.

(iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/ stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11) The fees and other administrative/ secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/ Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**B) Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/ Organizations (excluding disputes - concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/ 2013-DPE(GM)/ FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration

shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

**C) Arbitration (Applicable to Micro, Small and Medium Enterprise):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

**D) Resolution of disputes through conciliation by OEC: (Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)**

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside (CBC), OIL as provided hereunder:

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/ commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/ counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/ executives. No party shall bring any advocate or outside consultant/ advisor/ agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

**E) Exclusions:**

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning or, decision to suspend or to ban or to debar business dealings with the bidder/ CONTRACTOR and/ or with any other person involved or connected or dealing with bid/ contract/ bidder/ CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under provisions of Integrity Pact executed between OIL and the Bidder/ CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory/ government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

**10.0 TAX COLLECTIBLE AT SOURCE (TCS):**

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/ materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/ s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And
- b. Total supply of goods to OIL in FY ..... (As applicable) exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/ s 206C (IH) of Income tax Act, 1961.

## **11.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

11.1 Company's Banning Policy as revised on 17.03.2023 inline with the provisions of Office Memorandum No. F.1/ 20/ 2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/ contractor/ supplier/ vendor/ service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/ or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/ performance security/ cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

- a) Backing out by bidder within bid validity
- b) Backing out by successful bidder after issue of LOA/ Order/ Contract
- c) Non/ Poor performance and order/ contract execution default

The bidders who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/ evaluation/ award. If the bidding documents were issued inadvertently/ downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/ evaluation/ Award of Work.

11.2 The bidder shall submit an undertaking/ declaration as per **Proforma - O** confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/ Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

11.3 The bidder shall fill up and submit proforma of declaration of Blacklisting/ Holiday Listing/ NCLT/ NCLAT/ DRT/ DRAT/ COURT RECEIVERSHIP/ LIQUIDATION (as per Proforma - N) along with the technical bid).

## **12.0 PERFORMANCE SECURITY**

Successful bidder shall be required to furnish a Performance Security equivalent to **Five (5%) percent** of total evaluated value of Order within 30 days of receipt of LOA/ Notification of Award if the order value exceeds Rs. 10.0 lakhs only. The Performance Bank Guarantee must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/ termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.

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

- (i) MT 760/ MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/ MT 767 COV for amendment of bank guarantee.

***[Order Number should reflect in the SFMS text under MT 760/ MT 760 COV]***

The above message/ intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh-786602. The Bank details are as follows:

<b>Bank Details of Beneficiary</b>	
Bank Name	ICICI Bank Ltd.
Branch Name	Duliajan
Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602

IFSC Code	ICIC0000213
UIC (Field 7037)	OIL503988890
Company name	Oil India Limited

Whereas in case of Online payment of Performance Security, bidder shall submit Online transaction details to OIL as proof of submission of Performance security in the online bid. The online payment of Performance Security amount should be received in OIL's bank account.

<b>Oil India Limited, Jodhpur Bank account Details for Online submission of Security</b>		
a	Bank Name	State Bank of India
b	Branch Address	Dist.- Jodhpur
c	Bank Account No.	00000010827354741
d	Type of Account	Current Account
E	IFSC Code	SBIN0000659

**The vendor shall submit to OIL a copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee to GM-C&P, C&P Department (Rajasthan Fields) 02-A, District Shopping Centre, Saraswati Nagar, Basni Jodhpur – 342 005 Rajasthan, India.**

12.1 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

12.2 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/ Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

12.3 Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.

12.4 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

12.5 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/ Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally, and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2023.

12.6 The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/ contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/ Contract, validity of the Performance Security shall be extended by the Seller/ Contractor by the equivalent period.

12.7 The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

12.8 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2023.

12.9 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the Purchase Order placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2023. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

12.10 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (5% of annualized contract value valid for three months beyond entire execution period).

**12.11 Furnishing "Performance Bank Guarantee (PBG)" by "Insurance Surety Bond":**

a) Bidders can submit Performance Bank Guarantee (PBG) in the form of Insurance Surety Bonds. The prescribed Format for Insurance Surety Bond for Bid Security is shown in attached **Proforma - Q**.

b) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

c) The Company shall be the creditor, the Bidder shall be the principal debtor, and the Insurance company/ Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

d) The Insurance Surety Bond should be on non-judicial stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/ e-stamp paper shall be purchased in the name of Bidder/ Insurer issuing the Insurance Surety Bond.

e) The expiry date and values should be arrived at in accordance with instructions provided in the Tender.

f) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

g) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond/ all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned in the NIT.

h) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail/ Phone from where the Insurance Surety Bond has been issued.

i) Bidder must indicate Name, Address, contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by the Company.

**13.0 BID SECURITY:**

If Bid Security/ Earnest Money Deposit (EMD) is applicable: Bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format (**Proforma - GA**) as Bank Guarantee (BG) or Online payment.

In case of the Bid Security is submitted in the form of Bank Guarantee, scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and **Original Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing**

**which the bid may be treated as incomplete and may lead to rejection of the bid by OIL without making any reference to the bidder.**

The Original Bid Security shall be submitted manually in sealed envelope **superscribed** with tender no., tendered item detail and due date to: **GM-C&P, C&P Department (Rajasthan Fields) 02-A, District Shopping Centre, Saraswati Nagar, Basni Jodhpur – 342 005 Rajasthan, India.**

In case of Online payment of Bid Security, bidder shall provide the Online transaction details in their online bid as proof of submission of Bid Security to OIL. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference.

<b>Oil India Limited, Jodhpur Bank account Details for Online submission of Security</b>		
a	Bank Name	State Bank of India
b	Branch Address	Dist.- Jodhpur
c	Bank Account No.	00000010827354741
d	Type of Account	Current Account
E	IFSC Code	SBIN0000659

13.1 Bid Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

13.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

13.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/ Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

13.4 Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.

13.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

13.6 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

13.7 The Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

13.8 In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of OIL's Banning Policy. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as OIL may think appropriate.

13.9 In case of Bank Guarantee, the Bank Guarantee issuing bank branch must ensure the following:

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

- (i) MT 760/ MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/ MT 767 COV for amendment of bank guarantee.

***[Tender Number should reflect in the SFMS text under MT 760/ MT 760 COV]***

The above message/ intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

<b>Bank Details of Beneficiary</b>	
Bank Name	ICICI Bank Ltd.
Branch Name	Duliajan
Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602
IFSC Code	ICIC0000213
UIC (Field 7037)	OIL503988890
Company name	Oil India Limited

The bidder shall submit to OIL copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

13.10 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will, however, extend validity of the Bid Security till such time the Performance Security is furnished.

13.11 The Bid Security will be forfeited:

a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,

OR

b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

13.12 Bidders are requested to contact OIL within 4 months of Bid submission for return of their Bid Security. A copy of Bid security and Tender No. against which the Bid security was submitted should be sent to concerned dealing officer of OIL for return of the Bid security.

13.13 For timely return of Bid Security, bidders shall submit following details along with their technical bid.

- For Bank Guarantee((BG): Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.
- Online payment: Name, Email id, Phone number and Bank details (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.

In case of non-submission of above details, return of Bid Security may be delayed.

13.14 If Bid Security/ Earnest Money Deposit (EMD) is not applicable. Instead of EMD/ Bid Security, all the bidders shall be required to sign a “Bid Security Declaration” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit “Bid Securing Declaration” as per enclosed Proforma - GB along with their Technical bids.

**13.15 Submission of Bid Security and Performance Security in the form of Electronic Bank Guarantee (e-BG)**

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Bid Security/ Performance Security, as applicable, in the form of electronic bank Guarantee (e-BG) is also acceptable:

Sl. No.	Bank name	Sl. No.	Bank name
1	AU Small Finance Bank	12	IDFC First Bank
2	Axis Bank	13	Indian Bank
3	Bank of Baroda	14	Indian Overseas Bank
4	Bank of India	15	IndusInd Bank
5	Canara Bank	16	Karur Vysya Bank
6	City Union Bank	17	Kotak Mahindra Bank
7	Federal Bank	18	Punjab National Bank
8	HDFC Bank	19	RBL Bank
9	HSBC Bank	20	State Bank of India
10	ICICI Bank	21	South Indian Bank
11	IDBI Bank	22	Yes Bank

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	
5	Mobile No.	
6	Local Address	
7	Registered Address	Duliaian, Dibrugarh, Assam-786602

**13.16 Furnishing "Bid Security Deposit" by "Insurance Surety Bond":**

- a) Bidders can submit Bid Security in the form of Insurance Surety Bonds. The prescribed Format for Insurance Surety Bond for Bid Security is shown in attached **Proforma - P**.
- b) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- c) The Company shall be the creditor, the Bidder shall be the principal debtor, and the Insurance company/ Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

d) The Insurance Surety Bond should be on non-judicial stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/ e-stamp paper shall be purchased in the name of Bidder/ Insurer issuing the Insurance Surety Bond.

e) The expiry date and values should be arrived at in accordance with instructions provided in the Tender.

f) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

g) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond/ all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned in the NIT.

h) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail/ Phone from where the Insurance Surety Bond has been issued.

i) Bidder must indicate Name, Address, contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be confirmed by the Company.

#### **14.0 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSEs) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.**

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/ s RXIL and M/ s A TReDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/ electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

#### **Note:**

(i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

#### **15.0 UNLOADING:**

Unloading at the site will be done by OIL at its own cost.

**16.0 SET-OFF:**

Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

**17.0 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:**

If it is found that a Bidder has furnished fraudulent document/ information, the Bid Security/ Performance Security shall be forfeited and necessary action as per OIL's Banning Policy, 2023 shall be taken, besides the legal action. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA - H** along with their offer failing which their offer shall be liable for rejection.

**18.0 GENERAL CONDITIONS OF CONTRACT FOR SERVICES (ANNEXURE - IX)**

**General Conditions of Contract FOR SERVICES (GCC - SERVICES)** shall be applicable for all services to be rendered including AMC (as and when entered into).

**19.0 MODIFICATION/ AMENDMENT OF TENDER DOCUMENT:** At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/ Addendum(s). The Corrigendum(s)/ Addendum(s) will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the e-tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued. Bidders are requested to visit OIL website regularly to keep themselves updated.

**20.0 THIRD PARTY INSPECTION (TPI) (if to be arranged by OIL).**

a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third-Party Inspection Agency at Bidder's/ Manufacturer's plant/ premises as per the broad Scope of Work mentioned the tender. All costs towards the engagement of Third-Party Inspection Agency shall be borne by OIL. **BIDDER SHALL NOT QUOTE/ INCLUDE THE COST OF THIRD-PARTY INSPECTION IN THEIR OFFER.** However, Bidder shall extend all necessary facilities to the satisfaction of Third-Party Inspection Agency for smooth conduct of the inspection.

b) Bidder shall clearly indicate in the technical bid the place/ plant where Third Party Inspection of the materials shall be conducted, in the event of an order along with detailed address, name of contact person & contact details, if any.

c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/ Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/ manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/ e-mail to the OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify the supplier the date and time when the materials would be inspected by OIL nominated

**TPI Agency. Manufacturer QAP for Third Party Inspection must be submitted by the bidder after placement of order.**

- d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.
- e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.
- f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.
- g) The decision of the Third-Party Inspection Agency nominated by OIL regarding acceptance/ rejection of material shall be final and binding on the supplier.
- h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/ Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.
- i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.
- j) Notwithstanding clauses contained above, in the event the materials under inspection fails to conform to purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.

**20.1 THIRD PARTY INSPECTION (TPI) (if to be arranged by Supplier).**

Supplier shall arrange for inspection (TPI) of the materials through OIL's empaneled Third-Party Inspection Agency at Bidder's/ Manufacturer's plant/ premises as per the broad Scope of Work mentioned the tender. All costs towards the engagement of Third-Party Inspection Agency shall be borne by Supplier. At present, there are six OIL's empaneled Third-Party Inspection Agency as under:

- (i) M/ s. LRQA Inspection Services LLP (formerly Lloyds)
- (ii) M/ s. BureauVeritas
- (iii) M/ s. RITES
- (iv) M/ s. IR Class System and Solutions Private Limited
- (v) M/ s. DNV MES India Private Limited

**21.0 DOCUMENTATION (FOR DOMESTIC/ INDIGENOUS SUPPLIERS):**

21.1 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.

21.2 Seller shall ensure that all the documents have clear reference for OIL's Purchase Order number.

21.3 Seller shall forward the complete set of documents by courier service immediately after the dispatch is made to GM-C&P, C&P Department (Rajasthan Fields) 02-A, District Shopping Centre, Saraswati Nagar, Basni Jodhpur – 342 005 Rajasthan, India.

## **22.0 FORCE MAJEURE:**

22.1. In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the purchase order the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

22.2. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/ undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the SELLER's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by SELLER's fault; declared epidemic/ pandemic or disaster; acts and regulations of respective Govt. of the two parties, namely the PURCHASER and the SELLER and civil commotions, lockout not attributable to the SELLER.

22.3. Upon occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party by a registered letter duly certified by the statutory authorities immediately but not later than 7(seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

22.4. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts. The extension of time shall be the sole remedy of the Seller for any delay under this clause and the Seller shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Seller hereby waives and disclaims any and all contrary rights.

22.5. If the force majeure conditions persist for a period exceeding two (2) months, the Purchaser reserves the right to cancel the purchase order in full or in part.

## **23.0 SIGNING OF BIDS:**

Bids are to be submitted online in OIL's e-tender portal. The bid including all uploaded documents shall be signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract. The letter of authorization (as per Proforma - L) shall be indicated by written Power of Attorney accompanying the Bid.

## **24.0 BIDDERS FINANCIAL STANDING:**

The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking (as per Proforma - M) to this effect with bid.

## **25.0 SAFETY PRACTICES:**

(i) The successful bidder shall abide by all safety and security rules and regulations existing in the OIL's Installations. The successful bidder shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc. The successful bidder shall be required to take work

permits from respective shifts in charges for each day and each shift for all kinds of jobs. There can be instances of not getting permits, withdrawing permits already issued at any stage of work due to some operational safety and security reasons. For any stoppage of work for such reasons no claim whatsoever will be considered.

(ii) Stand by firefighting equipment will be deployed at the work site by OIL. However, at least two of the successful bidder's personnel deployed for the work must be capable of handling the firefighting

equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required, the successful bidder's nominated persons will be imparted training on

handling such equipment by OIL's Fire Service department.

(iii) Any compensation arising out of the job carried out by the successful bidder whether related to pollution, Safety or Health will be paid by the successful bidder only.

(iv) Any compensation arising due to accident of the successful bidder's personnel while carrying out the job, will be payable by the successful bidder.

(v) The successful bidder shall have to report all incidents including near miss to Installation Manager/ departmental representative of the department concerned of OIL.

(vi) In case the successful bidder is found noncompliant of HSE laws as required, the company will have the right for directing the successful bidder to take action to comply with the requirements, and for further non-compliance, the successful bidder will be penalized as per prevailing relevant Acts/ Rules/ Regulations.

(vii) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures, Company will have the right to direct the successful

bidder to cease work until the non-compliance is corrected.

(viii) All safety gears like safety boots, helmets, safety belts, hand gloves, safety goggles, gas masks etc. required for carrying the job in a safe manner shall be arranged by the successful bidder. In case the successful bidder fails to provide the safety gears, the same will be provided by OIL and the cost of such safety items will be deducted from the successful bidder's bills.

(ix) CLEARANCE OF SITE: - As a part of the job, the successful bidder shall completely remove all the temporary/ disposable materials if needed while execution of work or after completion of work at his own cost and dispose of the same as directed by Engineer-in-Charge.

(x) The successful bidder shall maintain first aid facilities for its employees. All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of the successful bidder's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

(xi) The successful bidder shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work, the successful bidder shall consult with Employer's safety Engineers and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this job or to any of the Employer's existing property.

**26.0 DOCUMENT VERIFICATION:** Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/ s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:Pradeep.mathur@rcaindia.net">Pradeep.mathur@rcaindia.net</a> c. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
ii.	M/ s. TUV India Private Limited	a. <a href="mailto:noida@tuv-nord.com">noida@tuv-nord.com</a> b. <a href="mailto:mumbai@tuv-nord.com">mumbai@tuv-nord.com</a> c. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a>

iii.	M/ s Conformity India International Private Limited	a. <a href="mailto:mktg@ciindia.in">mktg@ciindia.in</a>
iv.	M/ s Ravi Energetic Private Limited	a. <a href="mailto:baroda@ravienergetic.com">baroda@ravienergetic.com</a> b. <a href="mailto:tpia@ravienergetic.com">tpia@ravienergetic.com</a>
v.	M/ s SGS India Private Limited	a. <a href="mailto:dhaval.vora@sgs.com">dhaval.vora@sgs.com</a> b. <a href="mailto:sgs.india@sgs.com">sgs.india@sgs.com</a>
vi.	M/ s Assure Quality Management Certification Services Private Limited	a. <a href="mailto:aqmcs@aqmcs.com">aqmcs@aqmcs.com</a>
vii.	M/ s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a> b. <a href="mailto:Bhavesh.satam@irclass.org">Bhavesh.satam@irclass.org</a>
viii.	M/ s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.deotale@ind.tuv.com">Shailesh.deotale@ind.tuv.com</a> b. <a href="mailto:Kaushal.gohil@ind.tuv.com">Kaushal.gohil@ind.tuv.com</a> c. <a href="mailto:info@ind.tuv.com">info@ind.tuv.com</a> d. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a>
ix.	M/ s Gulf Lloyd Industrial Services (I) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a>
x.	M/ s Baltic Testing India Pvt. Ltd.	a. <a href="mailto:office@balticcontrolindia.com">office@balticcontrolindia.com</a>
xi.	M/ s Sanmarg Engineering Validation & Assessment	a. <a href="mailto:Amitra@sanmargeva.com">Amitra@sanmargeva.com</a>
xii.	M/ s Meenar Global Consultants LLP	a. <a href="mailto:sales@mgellp.in">sales@mgellp.in</a>
xiii.	M/ s Rites Limited	a. <a href="mailto:nrinspn@rites.com">nrinspn@rites.com</a> b. <a href="mailto:info@rites.com">info@rites.com</a> c. <a href="mailto:sbu.ninsp@rites.com">sbu.ninsp@rites.com</a>
xiv.	M/ s Bureau Veritas (India) Private Limited	a. <a href="mailto:bvindia.corporate@bureauveritas.com">bvindia.corporate@bureauveritas.com</a>
xv.	M/ s TUV SUD South Asia Private Limited	a. <a href="mailto:Hemant.chavan@tuvsud.com">Hemant.chavan@tuvsud.com</a> b. <a href="mailto:Jayashree.rane@tuvsud.com">Jayashree.rane@tuvsud.com</a>
xvi.	M/ s Adornment Engineers India Private Limited	a. <a href="mailto:jks@adornmentengineers.com">jks@adornmentengineers.com</a>
xvii.	M/ s TCRC Inspections Pvt. Ltd.	a. <a href="mailto:admin@tereinspections.com">admin@tereinspections.com</a> b. <a href="mailto:ashismallick@teregroup.com">ashismallick@teregroup.com</a> c. <a href="mailto:tenders@teregroup.com">tenders@teregroup.com</a>

**26.2** Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

**26.3** The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC without getting all/ some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening.** No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder.

**26.4** The methodology of verification/ certification of documents followed by the agencies is broadly as under, but not limited to:

(a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC. The bidders must present all relevant documents to any of the empaneled third-party certifying agencies for verification/ certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/ certified in support of BEC compliance.

(b) The Independent Third-Party Inspection Agencies concerned shall depute their qualified/ competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/ Certification of documents by OIL's empaneled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

(c) Verification/ Certification of documents are normally categorized as under:

**i General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check Bidder's Certificate of Incorporation
- Power of Attorney

**ii Additional Documents: (If applicable against the tender)**

- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/ Parent/ Subsidiary/ Sister Subsidiary/ Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

**iii Technical Criteria**

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/ Contract Copy and any other document(s), if called for vide BEC of the Tender.
- Health, Safety and Environmental Management Policy

**iv Financial Criteria**

- Line of credit, if incorporated in the tender.

**Notes:**

(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/ or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/ LOA/ Contracts, etc., submitted towards BEC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.

(ii) Undertaking from TPI Agency as per format (**Proforma - R**) enclosed should be submitted along with the Bid.

(iii) **In case of clarifications sought by OIL against BEC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.**

**27.0 SUSTAINABLE DEVELOPMENT (SD) AND ENVIRONMENT, SOCIAL & GOVERNANCE (ESG) POLICY:** Consequent to the implementation of Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy in OIL, effective from 28.08.2024. For purchase orders value INR 20 Crores and above the successful bidder shall be required to submit a duly filled ESG Questionnaire in the prescribed format within fifteen (15) calendar days from the date of issue of purchase order. Failure to submit the completed ESG

Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly.

The ESG Questionnaire, along with an Explanatory Note for guidance, is provided as **Annexure-IX** of the tender document.

**28.0 TAX RESIDENCY CERTIFICATE CLAUSE:** In accordance with Income Tax Act, 1961, Foreign bidders shall undertake in their technical bid that in the event of placement of order on them, they shall submit below documents within 15 days from the date of issue of Purchase order. The documents are required to be furnished by OIL to Income Tax Department to comply with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- a) Tax Residency Certificate (TRC)
- b) Form No. 10 F as per Rule 21AB of the Indian Income Tax Rules; 1962
- c) Non-Permanent Establishment in India Declaration

Payment to Foreign supplier shall be released only after receipt of the above documents. Any delay in submission of Tax Residency Certificate (TRC), Form No. 10 F and/ or Non-Permanent Establishment in India Declaration within specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the Foreign Supplier.

However, in cases of pure supply of goods (other than the cases of software or any other intellectual property); where installation and commissioning is not involved, the following modalities will be adopted:

**a. If there exists a DT AA between India and the country of tax residency of the supplier:**

Since the above amendment in Section 9(1) would not have any bearing on DTAA provisions, the receipts of the supplier may continue to be treated as non-taxable under DTAA subject to fulfilment of following conditions:

- (i) Remittances are to be made exclusively for supply of goods, and no service of any kind is to be rendered by the non-resident whether in or outside India.
- (ii) Risk and title to the goods passes from the non-resident supplier to OIL outside India.
- (iii) Payment would be received by the non-resident supplier outside India; and
- (iv) The non-resident, at its option, furnishes copy of a valid Tax Residency Certificate (TRC), Form 10F and confirms that it does not have a Permanent Establishment (PE) in India in terms of the applicable Double Taxation Avoidance Agreement (DTAA)

**OR**

A nil Tax Deduction Certificate from the Income Tax Authority of India with requisite jurisdiction.

**b. If the non-resident supplier obtains a certificate u/ s. 197/ 195(3)-** TDS need to be deducted as per the directions contained in such certificate.

**c. In any other case- (i.e. where there is no DTAA)** and supply involves pure supply of goods and payment exceeds Rs. 2 Crore as per amendment u/ s 9(I): The non-resident shall be deemed to constitute Business connection in India and in such a situation TDS has to be made based on a 197/ 195(3)/ 195(2) certificate issued by the Income Tax Authorities in India in order to avoid any future litigation.

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**ANNEXURE – VI**

**BID EVALUATION MATRIX (TECHNICAL)  
(TO BE FILLED IN BY BIDDER DULY SIGNED)  
TECHNICAL SPECIFICATIONS**

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**ANNEXURE – VII**

**BID EVALUATION MATRIX (BID EVALUATION CRITERIA)  
(TO BE FILLED IN BY BIDDER DULY SIGNED)**

**BID EVALUATION CRITERIA**

<b>Clause Number</b>	<b>DESCRIPTION</b>	<b>BIDDER'S RESPONSE (Complied/ Not Complied/ Deviation/ Not Applicable)</b>	<b>TO BE FILLED BY THE BIDDER</b>  <b>Relevant Location of their Bid to support the remarks/ compliancee</b>  <b>(Reference of Document name/ Serial number/ Page number of bid for documentary evidence)</b>
A.1	BEC – TECHNICAL		

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**Proforma - A**

**FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA**  
***(ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE***  
***AUTHORIZED SIGNATORY OF THE BIDDER)***

**Ref: Clause No. A.2 (3.0) - Financial Criteria of the BEC**  
**Tender No.:** \_\_\_\_\_

I ..... the authorized signatory(s) of  
..... (Company or firm name of address) do hereby affirm and declare as  
under:

The balance sheet/ Financial Statements for the financial year \_\_\_\_\_ (as the case  
may be) has actually not been audited as on the Original Bid closing Date.

Place: .....

Date: .....

**Signature of the authorized signatory**

**Note: *This certificate is to be issued only considering the time required for preparation of  
Financial Statements i.e. if the last date of preceding financial/ accounting year falls within  
the preceding six months reckoned by the original bid closing date.***

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**Proforma - B**

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

**TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR  
LETTER HEAD**

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from audited financial statements of M/ s..... (Name of the bidder) for the last 3 (three) completed accounting years upto..... (as the case may be) are correct.

YEAR	TURNOVER In INR (Rs.) Crores/ USD Million*	NET WORTH In INR (Rs.) Crores/ USD Million*

\*Rate of conversion (if used any): USD 1.00 = INR .....

Place:

Date:

Seal:

Membership No.:

Registration Code:

UDIN:

Signature:

*\*Applicable for Global Tenders.*

**NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.**

\*\*\*\*\*

**Proforma - C**  
**PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE**  
**GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)**  
**(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/ s .....(mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/ country), having its Registered Office at.....herein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/ s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/ s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/ s..... [Parent/ Ultimate Parent/ Holding Company(Delete whichever not applicable)] and whereas Parent/ Ultimate Parent/ Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD ..... during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/ job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
  - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
  - (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
  - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
  - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
  - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
  - (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of (Parent/ Ultimate Parent/ Holding Company) (Delete whichever not applicable) <u>Witness:</u> 1. 2.	for and on behalf of (Bidder) <u>Witness:</u> 1. 2.
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**Proforma - D**

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/ s for -----  
----- . 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.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process 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:

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during 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.

(ii) 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.

(iii) 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 substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

**Section: 2 -Commitments of the Bidder/ Contractor**

**(1)** The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

(i) The Bidder 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 subsequent contract execution, if awarded.

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

(iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) 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.

(iv) The Bidder 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.

(v) Bidders to disclose any transgressions with any other public/ government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions(s) is/ are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationships to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

1. If the Bidder 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 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 2 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 can prove that he has restored/ recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

#### **Section 4 -Compensation for Damages**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/ Bid Security.

(2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 for such reason.

#### **Section: 6 -Equal treatment of all Bidders/ Contractor/ Subcontractors**

(1) The Principal will enter into Pacts on identical terms with all bidders.

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

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

### **Section: 7 -Criminal charges against violating Bidders/ Contractors/ Subcontractors**

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

### **Section: 8 -External Independent Monitor/ Monitors**

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

(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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Bidder. The parties offer the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

**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. The Arbitration clause provided in the main tender document/ contract shall not be applicable for any issue/ dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take responsibility for the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(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><b>Adarsh Ranjan Padhy</b> <b>For the Principal</b></p> <p>Date:</p> <p>Place:</p>	<p>..... <b>For the Bidder/ Contractor</b></p> <p>Witness 1: .....</p> <p>Witness 2: .....</p>
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**Proforma - E(I)**

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS  
ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND  
BORDER WITH INDIA**

(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

To,  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

**Dear Sirs,**

We, M/ s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/ or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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**Proforma - E(II)**

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-  
CONTRACTING**

(To be typed on the letter head of the bidder)

**Ref. No.** \_\_\_\_\_

**Date:** \_\_\_\_\_

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

To,  
**OIL INDIA LIMITED  
C&P DEPARTMENT,  
JODHPUR, RAJASTHAN, INDIA**

**Dear Sirs,**

We, M/ s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/ or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,  
For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

\*\*\*\*\*

**Proforma - E(III)**

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER  
OF TECHNOLOGY**

(To be typed on the letter head of the bidder)

**Ref. No** \_\_\_\_\_

**Date:** \_\_\_\_\_

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

To,  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

We, M/ s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with competent authority.

OR

We, M/ s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

\*\*\*\*\*

**Proforma - F**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

To,  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

WHEREAS

..... (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact No. .... to execute (Name of Contract and Brief Description of the Work) ..... (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we ( May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) ..... (in words .....), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the ..... day of .....

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- (b) This guarantee shall be valid till .....
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).
- (d) At the end of the claim period that is on or after ..... (Date of expiry of ..... the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

**SIGNATURE AND SEAL OF THE GUARANTORS**

Designation: .....

Name of the Bank: .....

Address: .....

\*\*\*\*\*

**UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE**

To,  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

We, M/ s ..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Jodhpur in the form of bank guarantee bearing Reference No. .... for an amount of INR ..... valid up to ..... as per terms and conditions of Tender/ Contract No. ....

**BG issuing bank details:**

Bank:	
Branch:	
IFS Code:	
<b>Contact Details</b>	Mobile No.:
E-mail Addresses:	Telephone No.:
	Fax No.:
<b>Correspondence Address</b>	State:
H No/ Street/ City:	Country:
	Pin Code:

**Declaration:**

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Vendor Code: \_\_\_\_\_  
Email ID: \_\_\_\_\_  
Mobile No.: \_\_\_\_\_

Enclosure: Original bank guarantee

\*\*\*\*\*

**Proforma - G (A)**

**BID SECURITY FORM**

To:  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

Whereas ..... (hereinafter called 'the Bidder') has submitted their Bid No. .... dated..... against OIL INDIA LIMITED, JODHPUR, RAJASTHAN, INDIA (hereinafter called the Purchaser) 's Tender No. .... for the supply of ..... (hereinafter called 'the Bid') KNOW ALL MEN by these presents.

That we ..... of .....having our registered office at ..... (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this ..... day of .....

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder,  
or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity:
  - a) fails or refuses to accept the order; or
  - b) fails or refuses to furnish the performance securityor
3. If the Bidder furnishes fraudulent document/ information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter/ fax/ Email) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ..... (Bidder to indicate specific date as mentioned in the tender), and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs .....
- b) This guarantee shall be valid till .....
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

\*\*\*\*\*

**Proforma - G (B)**

**BID SECURITY DECLARATION**

To,  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

Sub: .....  
Tender No:.....

Dear Sir,

After examining/ reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/ s. .... (Name of Bidder) have submitted our offer/ bid no.....

We, M/ s ..... (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/ holiday/ banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/ fraudulent/ collusive/ coercive practice as per procedure.

Place:  
Date:  
Name:  
Designation:  
Seal:

[Signature of Authorized Signatory of Bidder]

\*\*\*\*\*

**Proforma - H**

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION  
OF AUTHENTIC INFORMATION/ DOCUMENTS**

(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

To,  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

**Sub: Undertaking of authenticity of information/ documents submitted**

**Ref: Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_**

Sir,

With reference to our quotation no. .... dated..... against your above-referred tender, we hereby undertake that no fraudulent information/ documents have been submitted by us.

We take full responsibility for the submission of authentic information/ documents against the above cited bid.

We also agree that, during any stage of the tender/ contract agreement, in case any of the information/ documents submitted by us are found to be false/ forged/ fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/ or PBG and/ or cancel the award of contract and/ or carry out any other penal action on us, as deemed fit.

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name:  
Designation:  
Phone No.  
Place:  
Date:

(Affix Seal of the Organization here, if applicable)

\*\*\*\*\*

**Proforma - I**

**PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

Ref. No.

Date

To,  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

Dear Sir,

Sub: OIL's Tender No. \_\_\_\_\_

For Mr. \_\_\_\_\_ has been authorized to be present at the time of opening of above tender due on at on my/ our behalf.

Yours faithfully

Signature of Bidder

Name:

Designation:

For & on behalf of:

**Copy to:** Mr. \_\_\_\_\_ for information and for production before the (MM) at the opening of bids.

\*\*\*\*\*

**Proforma - J**

**EXCEPTION/ DEVIATION PROFORMA**

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remarks

**Signature of the Bidder**

**Name:**

**Seal of the company**

\*\*\*\*\*

**Proforma - K**

**UNDERTAKING FOR LOCAL CONTENT  
(To be submitted in the letter head of the bidder)**

Tender No. \_\_\_\_\_

We, \_\_\_\_\_ (Name of the bidder) have submitted Bid against Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_. We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/ 2/ 2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/ 2/ 2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is \_\_\_\_\_ %.

We further declare that the percentage of Local content for the tendered Goods/ Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/ 2/ 2017-FP- PNG-Part (4) (E-41432) dated 26.03.2024.

For and on behalf of \_\_\_\_\_

Authorized signatory \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. \_\_\_\_\_

\*\*\*\*\*

**Proforma - L**

**LETTER OF AUTHORITY**

To,  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

Dear Sir,

Sub: OIL's Tender No. \_\_\_\_\_

We \_\_\_\_\_ of \_\_\_\_\_ confirm that Mr. \_\_\_\_\_  
(Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our  
behalf with you against OIL's Tender No. \_\_\_\_\_ for any commercial/ Legal  
purpose etc.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Yours faithfully,  
Signature:

Name & Designation \_\_\_\_\_  
For & on behalf of \_\_\_\_\_

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person  
competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder.

\*\*\*\*\*

**Proforma - M**

**UNDERTAKING FOR BIDDERS FINANCIAL STANDING**

To,  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

Dear Sir,

Sub: OIL's Tender No. \_\_\_\_\_

We, \_\_\_\_\_ (Name of the bidder) have submitted Bid against Tender No. \_\_\_\_\_ dated \_\_\_\_\_. We hereby undertake that we are not under liquidation, court receivership or similar proceedings, we are not bankrupt.

For and on behalf of \_\_\_\_\_  
Authorized signatory \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Contact No. \_\_\_\_\_

\*\*\*\*\*

**Proforma - N**

**PROFORMA OF DECLARATION OF BLACKLISTING/ HOLIDAY LISTING/ NCLT/  
NCLAT/ DRT/ DRAT/ COURT RECEIVERSHIP/ LIQUIDATION**

To,  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

Dear Sir,

Sub: OIL's Tender No. \_\_\_\_\_

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Oil India Limited, nor any inquiry is pending by Oil India Limited. We are also not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and/ or inquiry and in the absence thereof state "NIL")

In understood that if this declaration is found to be false in any particular , Oil India Limited shall have the right to reject my/ our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing ) available to Oil India Limited.

For and on behalf of \_\_\_\_\_  
Authorized signatory \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Contact No. \_\_\_\_\_

\*\*\*\*\*

**Proforma - O**

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/ DELISTED/  
BLACKLISTED/ DEBARRED**

To,  
**OIL INDIA LIMITED**  
**C&P DEPARTMENT,**  
**JODHPUR, RAJASTHAN, INDIA**

**TENDER NO.** \_\_\_\_\_

**Tender Description:** \_\_\_\_\_

**Sub:** Undertaking/ Declaration regarding Holiday List, debarment etc.

**Ref:** Tender No. \_\_\_\_\_

a) We, \_\_\_\_\_ (Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website [https:// www.oil-india.com/banning-policy](https://www.oil-india.com/banning-policy) and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.

b) We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/ banning list by OIL debarring us/ them from carrying on business dealings with OIL.

c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

Sl. No.	Name	Address	PAN No.	GST No.	OIL Vendor Code

Place: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name & Signature of the authorized signatory  
of the bidder)

\*\*\*\*\*

**Proforma - P**

**PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"**

**(To be stamped in accordance with the Stamp Act)**

<b>To M/ s OIL INDIA LIMITED, Address: GM (C&amp;P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur- 342005, Rajasthan. PIN-342005</b>	<b>Insurance Surety Bond (ISB) No.</b>	
	<b>Date of ISB:</b>	
	<b>ISB Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./ e-Stamp Certificate No.</b>	

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Jodhpur, Rajasthan, India (hereinafter called the Company's) Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we \_\_\_\_\_ (Name & address of the "Insurer") \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. ....(Rupees ..... only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer.

SEALED with the said Insurer this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/ extended validity; or
2. The Bidder modifies/ revises their bid suo-moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/ contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

**NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:**

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:

- a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) \_\_\_\_\_ (currency in words only).
- b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ and any extension(s) thereof; and
- c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ..... (indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

**Witness:**

---

(Signature)

---

(Name)

---

(Designation & Official Address)

**Issuing Authority:**

---

(Signature of the Authorised Signatory)

---

(Name)

---

(Designation with Insurer Stamp)

Authorised Vide  
 Power of Attorney No.....  
 Date.....

\*\*\*\*\*

**Proforma - Q**

**PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"**

**(To be stamped in accordance with the Stamp Act)**

<b>To M/s OIL INDIA LIMITED, Address: GM (C&amp;P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur- 342005, Rajasthan. PIN-342005</b>	<b>Insurance Surety Bond (ISB) No.</b>	
	<b>Date of ISB:</b>	
	<b>ISB Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./ e-Stamp Certificate No.</b>	

WHEREAS, (Name and address of Contractor) \_\_\_\_\_ (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we, undertake to pay you, upon your first written demand stating the default/ breach committed by the Contractor without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this ISB, and we hereby waive notice of such change, addition or modification.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:

- a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) \_\_\_\_\_ (currency in words only).
- b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ and any extension(s) thereof; and
- c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ..... (indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

**Witness:**

---

(Signature)

---

(Name)

---

(Designation & Official Address)

**Issuing Authority:**

---

(Signature of the Authorised Signatory)

---

(Name)

---

(Designation with Insurer Stamp)

Authorised Vide  
 Power of Attorney No.....  
 Date.....

\*\*\*\*\*

**Proforma - R**

**PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY**

**(to be submitted on official letter head)**

To,  
**OIL INDIA LIMITED  
C&P DEPARTMENT,  
JODHPUR, RAJASTHAN, INDIA**

Sir,

**SUB: OIL's Tender No. \_\_\_\_\_**

M/ s. \_\_\_\_\_ having registered office at \_\_\_\_\_ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third-Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having \_\_\_\_\_ nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

**Authorised Person's Signature: \_\_\_\_\_**  
**Name: \_\_\_\_\_**

\*\*\*\*\*