बिड संख्या/Bid Number: GEM/2025/B/6554687

दिनांक /Dated: 09-08-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-09-2025 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-09-2025 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Oil India Limited
संगठन का नाम/Organisation Name	Oil India Limited
कार्यालय का नाम/Office Name	Oil India Limited
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Supply, Installation and Commissioning, Training of Emulsion Stability Analyzer
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Supply, Installation and Commissioning, Training of Emulsion Stability Analyzer
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Stability Chamber • Fully Automatic Biochemistry Analyzer (V2) • Water Quality Meters / Analyzers
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
वार्षिक रखरखाव शुल्क आवश्यक / Annual Maintenance Charges Required	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **21** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	194444

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	21

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

GENERAL MANAGER -MATERIALS (HOD)
Mr. Sathiyaraj.F, Senior Manager-Materials (F.D.), Foreign Purchase Section, Materials Department, Oil India Limited, Field Head Quarters, Duliajan P.O., Dibrugarh District, Assam, India - 786602 Tel: +91-374-2808741 (PR No.: 1427216 / Table: FP-08)
(General Manager-materials Hod)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Rupak Kalita(Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	GM(C&P),Corporate Office (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	OIL, C&P (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
सीए अनुमोदन संख्या/CA Approval Number	OIL 62/C&P/267/2020 (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	24-11-2020
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Oil India Limited has adopted Purchase Preference policy linked with Local Content issued by MOPNG vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and the original policy was approved by the Cabinet. This policy is applicable for tender value more than Rs. 1.0 Crore to treat the local supplier as Class I, Class II and Non-Local Supplier and to extend the benefit of purchase preference accordingly as per policy.

Competent Authority Approval for not opting Make In India Preference : View Document

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

Supply, Installation And Commissioning, Training Of Emulsion Stability Analyzer (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

Annual Maintenance	
Warranty of required product	1 Year
Annual Maintenance Charges Duration (Post Warranty)	3 Year
Annual Maintenance Charges Frequenecy	Bi-annually

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specfication

उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	2%

Number of days allowed for ICT after site readiness communication to seller	31 Days

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ratandeep Gogoi	786602,Oil India Limited, Duliajan, Assam	1	120

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	SCOPE OF SUPPLY, ADDITIONAL TERMS AND CONDITIONS, TECHNICAL SPECIFICATION View	The bidder shall carefully read this document and submit bid as per NIT requirements along with all supporting documents (As applicable). Note- The attached document is deemed to be part of the tendered item specification. Bidder is advised to check the delivery location and delivery period which varies itemwise and bid shall be submitted accordingly.	Supply, Installation And Commissioning, Training Of Emulsion Stability Analyzer(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any

responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. **Generic**

   Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **Generic**

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

6. **Generic**

   Bidder shall submit the following documents along with their bid for Vendor Code Creation:

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

7. **Generic**

   For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

8. **Generic**

   Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

9. **Generic**

   Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

10. **Generic**

    Scope of supply includes Training: Number of employees to be trained

    2
    , Place for Training
    Oil India Limited, Duliajan, Assam
    and Duration of training
    3
    days.

11. **Generic**

    Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

12. **Generic**

    The buyer organization is an institution eligible for concessional rates of GST as notified by the

Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
Applicable Concessional rate of GST :

12
%
Notification No.and date :
08/2022
dated
13/07/2022

13. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

14. **Generic**

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within

60
days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

15. **Generic**

Without prejudice to Buyer’s right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
i) The Seller fails to comply with any material term of the Contract.
ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
iv) The Seller becomes bankrupt or goes into liquidation.
v) The Seller makes a general assignment for the benefit of creditors.
vi) A receiver is appointed for any substantial property owned by the Seller.
vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

16. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

17. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

18. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent

Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

19. **Certificates**

    Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

20. **Certificates**

    Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer’s Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

21. **Certificates**

    The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

22. **Warranty**

    Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

23. **Warranty**

    Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

24. **Forms of EMD and PBG**

    Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

    Oil India Limited
    Account No.
    10494832599
    IFSC Code
    SBIN0002053
    Bank Name
    State Bank of India
    Branch address
    SBI, Duliajan, Dibrugarh District, Assam-786602
    .
    Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-

line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

25. **Forms of EMD and PBG**

    Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

    Oil India Limited
    Account No.
    10494832599
    IFSC Code
    SBIN0002053
    Bank Name
    State Bank of India
    Branch address
    SBI, Duliajan, Dibrugarh District, Assam-786602
    . Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

26. **Buyer Added Bid Specific ATC**

    Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase

Preference sections of the bid, unless otherwise allowed by GeM GTC.

16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

Additional Clause For Annual Maintenance Charges

1.AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.

2. GST shall be included in the AMC Charges quoted.

3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

3.1.1 AMC charges for first year after warranty period – Percentage to be indicated- A1.
3.1.2 AMC charges for second year after warranty period – Percentage to be indicated A2.
3.1.3 AMC charges for third year after warranty period – Percentage to be indicated A3.
3.1.4 AMC charges for fourth year after warranty period – Percentage to be indicated A4.
3.1.5 AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 10% of cost of equipment.

4.Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 10% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976,

The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

OIL INDIA LIMITED
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FORWARDING LETTER, INSTRUCTION TO BIDDERS (ITB) AND STANDARD BIDDING DOCUMENTS (SBDS)

OIL INDIA LIMITED (OIL) is a premier National Oil Maharatna 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 at Dibrugarh, 45 km away.

In connection to its operations, OIL invites **DOMESTIC COMPETITIVE BIDS** from competent and experienced bidders through **GEM portal** for the items mentioned below. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through **GEM portal**. For your ready reference, few salient points of the Tender are highlighted below.

The tender documents & other corrigendum / addendum / amendments, etc. is available in **Government E-Market (GeM) portal (visit www.gem.gov.in)** for participation of prospective bidders and tender information will be available in Oil India Limited's website (**www.oil-india.com**) for reference. Bidders will have to download the tender document before the due date of submission and use the same for participating in the tender.

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TENDER INFORMATION SUMMARY

(1)	Type of Bidding	:	**Single Stage – Two Bid System**
(2)	Bid Security	:	**Applicable** (As per Proforma – G(A) for BG). **NOTE:** **Original Bank Guarantee (If Applicable) will have to be submitted directly to Oil India Limited on or before the Bid closing date and time, failing which the bid may be rejected.** ***(Exempted bidder shall submit bid security declaration as per prescribed format in Proforma-G(B))***
(3)	Bid Security Amount	:	**Rs. 1,94,444.00** **(Indian Rupees One Lakh Ninety Four Thousand Four Hundred and Forty Four Only)**
(4)	Bid Security Validity	:	Bid Security (if applicable & if submitted) in the form of BG/e-PBG must be valid atleast for a **period of 6 months from the date of original bid closing date** of the tender.
(5)	Bid Submission Mode	:	Bid shall be submitted only through Government E-Marketplace (GeM) portal (Visit **www.gem.gov.in**) **Note:** **Bid in any other form / mode of submission other than through Government E-Market (GeM) portal will not be considered as valid for evaluation purpose.**
(6)	Bid Opening Place	:	Office of Head of Department (HoD), Materials Department, Field Head Quarters (FHQ), Oil India Limited, Duliajan P.O., Dibrugarh District, Assam, India - 786602
(7)	Bid Validity	:	Bid should be valid for **minimum 120 days** from the actual bid closing date.
(8)	Performance Guarantee	:	**Applicable @ 5 % of Order value** (As per Proforma – F for BG) Performance Security (if applicable) is to be furnished within 30 days after notification of the award and it should remain **valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the supplier, including warranty / guarantee / defect liability period, etc. (if any).**
(9)	Integrity Pact	:	**Applicable**
(10)	Restrictions on procurement from a bidder of a country which shares land border with India	:	**Applicable**
(11)	PPP-MII Purchase Preference	:	**Applicable**
(12)	MSE Purchase Preference	:	**Applicable (100% of tender / order quantity)**
(13)	Price Variation Clause	:	Not Applicable

(14)	Third Party Document Verification	:	Not Applicable
(15)	Sustainable Development (SD) and Environment Social and Governance (ESG) policy post order Questionnaire	:	Applicable in case of tender / order value exceeds Indian Rupees Twenty Crores (₹ 20,00,00,000.00)
(16)	Evaluation Method	:	All the tendered item(s) shall be evaluated as per **total value-wise evaluation method**; hence bidder(s) are requested to quote accordingly.
(17)	Inspection Method	:	Consignee Inspection at Consignee's site (Default)
	Pre-Dispatch Inspection (PDI)	:	Not Applicable
	Third Party Inspection (TPI)	:	Not Applicable
(18)	Installation & Commissioning (I&C)	:	**Applicable**
(19)	Pre-Bid Conference	:	Not Applicable
(20)	Training	:	**Applicable**
(21)	Annual Maintenance Contract (AMC)	:	**Applicable**
(22)	Contact Details	:	Mr. F. Sathiyaraj Senior Manager - Materials (F.P.) E-Mail: **f_sathiyaraj@oilindia.in	materials@oilindia.in** Phone: +91-374-2808741
(23)	Technical Support regarding GeM Portal	:	Email: **helpdesk-gem[at]gov[dot]in** Toll Free Numbers (Inbound): Call: 1800-419-3436 / 1800-102-3436 (9:00 am - 10:00 pm Mon to Sat)
(24)	Bids to be addressed to	:	The Head of Department, Materials Department, Oil India Limited, Field Head Quarters, Duliajan P.O., Dibrugarh District, Assam, India -786602
(25)	Consignee address	:	**The General Manager – Materials,** **Receiving Section, Materials Department,** **Oil India Limited, Field Head Quarters,** **Duliajan P.O., Dibrugarh District, Assam, India -786602** **Email : receiving_materials@oilindia.in**
(26)	Payment term (Applicable for Domestic bidder)	:	**(i)** Payments shall be made to the seller within 21 days of issue of Consignee Receipt-Cum-Acceptance Certificate (CRAC) and on-line submission of bills. **(ii)** Payment terms where installation and commissioning & Training is involved: Wherever installation and commissioning is involved, 80% payment shall be made against supply of materials and balance 20% after satisfactory commissioning at site along with the installation & commissioning charges. Payment towards training shall be released after successful completion of training.

(27)	Payment currency	:	All payment against the order (if awarded) will be in Indian Rupees only unless or otherwise specified in tender.
(28)	Concessional GST benefit for supply of tendered good(s)	:	**Applicable** **(Concessional GST @ 12% will be applicable *only if total material value is more than Rs.1,00,000 (i.e. 1 Lakh & above). Otherwise, GST at actuals / merit rate* will be reimbursed against submission of documentary evidence. Bidder is advised to take note of above and accordingly submit price bid).**
(29)	Variance in quantity at the time of order placement	:	This tender has a provision for variation of quantity at the time of placement of order up to +/- 25%. The bids, however, will be evaluated based on the tendered quantity to decide the interse ranking of the bidder.
(30)	Variation of quantities during execution	:	The purchaser reserves right to increase or decrease the quantity of the required goods upto plus / minus 20 (twenty) per cent without any change in the terms and conditions and prices quoted by the bidders.
(31)	Clarification of tender documents / Amendment of tender documents	:	**(i)** The prospective bidder requiring clarification on the tender documents may notify to the company in writing well before the due date of submission of bid to enable purchaser to give response in writing to the clarification sought by such bidder. **(ii)** The prospective bidder is advised to submit their queries in relation to the tender document **atleast 5 (five) working days** before the scheduled date of bid closing date. **(iii)** 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 Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s) and such Addendum(s) / Corrigendum(s)/ Amendment(s) will be published in the tender portal and hosted on OIL website only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit the website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid.
(32)	The tendered / ordered (if) goods shall be delivered to	:	**The General Manager – Materials,** **Receiving Section, Materials Department,** **Oil India Limited, Field Head Quarters,** **Duliajan P.O., Dibrugarh District, Assam, India -786602** **(or)** Any other Oil India Limited's installation / operational site located in Assam / Arunachal Pradesh. *The bidder is advised to consider appropriate freight & insurance charges (as applicable) in their quotation/ bid.*
Disclaimer: Refer all tender terms and conditions governing this tender for more information.			

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KEY CONTACT DETAILS

Sl. No.	Subject	:	Contact details	
(1)	**Tender and purchase order related correspondences**	:	**Name**	Mr. F. Sathiyaraj
			Designation	Senior Manager - Materials (F.P.)
			Email Address	**f_sathiyaraj@oilindia.in** **materials@oilindia.in**
			Postal Address	Oil India Limited, Field Head Quarters, Materials Department, Foreign Purchase Section, Duliajan P.O., Dibrugarh District, Assam, India. Postal Code : 786602
			Telephone No.	+91-374-2808741
(2)	**Consignment delivery / Gate Pass / Goods Receipt Note (GRN) / Consignee Receipt-Cum-Acceptance Certificate (CRAC) related correspondences**	:	**Name**	-
			Designation	General Manager - Materials (Receiving)
			Email Address	**receiving_materials@oilindia.in**
			Postal Address	Oil India Limited, Field Head Quarters, Materials Department, Receiving Section, Duliajan P.O., Dibrugarh District, Assam, India. Postal Code : 786602
			Telephone No.	+91-374-2808706 / 2808739 /
(3)	**Performance Security / Bank Guarantee related correspondences**	:	**Name**	-
			Designation	General Manager (Finance & Accounts)
			Email Address	**f&a_bg@oilindia.in**
			Postal Address	Oil India Limited, Field Head Quarters, Finance & Accounts Department, Accounts Payable Section, Duliajan P.O., Dibrugarh District, Assam, India. Postal Code : 786602
			Telephone No.	+91-374-2806177 / 2806183
(4)	**Bills / payment related queries**	:	**Name**	-
			Designation	General Manager (Finance & Accounts)
			Email Address	**f&a_ap@oilindia.in**
			Postal Address	Oil India Limited, Field Head Quarters, Finance & Accounts Department, Accounts Payable Section, Duliajan P.O., Dibrugarh District, Assam, India. Postal Code : 786602
			Telephone No.	+91-374-2808581 / 2808572 / 2806182

IMPORTANT NOTES

(1)	**From the time of bid opening to the time of contract award, no bidder shall contact Oil India Limited on any matter related to the bid, except on request and prior written permission.**
(2)	**Any effort by the bidder to influence Oil India Limited in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the Oil India Limited's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.**

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	DISCLAIMER
(1)	The firm(s) to whom no further business is to be given or dealings with whom have been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered.
(2)	*"If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered"*
(3)	*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 Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s) and such Addendum(s)/ Corrigendum(s)/Amendment(s) will be published in the tender portal and hosted on OIL website only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit the website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid.*
(4)	*The resultant contract / order will be interpreted under Indian laws.*
(5)	**(i)** The prospective bidder requiring clarification on the tender documents may notify to the company in writing well before the due date of submission of bid to enable purchaser to give response in writing to the clarification sought by such bidder. **(ii)** The prospective bidder is advised to submit their queries in relation to the tender document atleast 5 (five) working days before the scheduled date of bid closing date. **(iii)** 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 Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s) and such Addendum(s) / Corrigendum(s)/ Amendment(s) will be published in the tender portal and hosted on OIL website only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit the website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid.
(6)	This tender has a provision for variation of quantity at the time of placement of order up to +/- 25%. The bids, however, will be evaluated based on the tendered quantity to decide the interse ranking of the bidder.
(7)	Authorization to participate in the tender does not guarantee placement of order. Requests received from interested vendors after 10 days of publication of tender shall be considered for future tenders only, subject to meeting the above evaluation criteria.
(8)	The bidder, after submitting its tender, is permitted to withdraw / alter / modify its tender up to the date & time of receipt of tender (bid closing date & time). Government E-Market (GeM) portal / OIL's e-procurement portal (As applicable) will not allow the withdrawal / alteration / modification of bids after the bid closing date & time has been reached and bids have been opened. Any withdrawal / amendment / modification received after the prescribed date & time of receipt of tenders are not to be considered and action will be taken as per Company's Banning Policy.
(9)	Oil India Limited ('Buyer') reserves the right to share, communicate, quote, the information / documents / drawings submitted by bidder / seller with any external agency / organization for purpose of verification, validation, and investigation in the interest of the buyer organization. The bidder / seller by virtue of submitting bid against this tender abide by the buyer organization's right in this regard.

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DISCLAIMER	
(10)	Deviation to the following criteria mentioned in the tender document shall make the bid liable for rejection: **(i)** Firm price **(ii)** EMD / Bid Bond / Bid Security Declaration **(iii)** Scope of work **(iv)** Specifications **(v)** Price Schedule **(vi)** Delivery / Completion Schedule **(vii)** Period of Validity of Bid **(viii)** Liquidated Damages **(ix)** Performance Bank Guarantee / Security deposit **(x)** Guarantee of material / work **(xi)** Arbitration / Resolution of Dispute **(xii)** Force Majeure **(xiii)** Applicable Laws **(xiv)** Integrity Pact, if applicable **(xv)** Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid. However, OIL reserves the sole right to decide on acceptance / rejection of any deviation to tendered requirements by bidder.
(11)	Regarding Annual Maintenance Contracts, the purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms
(12)	If any bidder refuses to sign the Integrity Pact (IP) or refuses to accept the provisions of Integrity Pact (IP), their offers will be rejected.
(13)	A suitable provision has been made this tender for enabling a bidder to submit a representation against the bidding conditions, bidding process and / or rejection of its bid. These provisions have a specific time frame mentioned in the tender document / E-Procurement portal in which buyer will address the bidder's questions. However, Oil India Limited (Buyer) reserves the sole right to decide on acceptance / rejection of any representation / questions by bidder against the tender.
(14)	The provisions in the Special Conditions of Contract (SCC) will supersede the corresponding provisions in the General Conditions of Contract (GCC).
(15)	Wherever installation and commissioning is applicable, OIL reserves the right to seek price break-up of quoted price by respective bidder after price bid opening against the tender. The total quoted price by respective bidder shall have the following price break-up: 1) Price for Goods: 80% to 99% of total quoted price 2) Price for Installation and Commissioning: 1% to 20% of total quoted price.

All other terms and conditions are as per General Terms and Conditions (Ref.: MM/GLOBAL/01/2005) available in Oil India Limited's official website (www.oil-india.com), General Terms and Conditions available in Government E-Marketplace (GeM) portal and various public procurement guidelines / policy issued by Oil India Limited / Government of India from time-to-time.

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LIST OF ANNEXURES

ANNEXURES		
Annexure - I	:	Price Break up
Annexure - II	:	Technical & Commercial Checklist
Annexure - III	:	General Conditions of Contract (GCC) & (Part-A) of Special Conditions of Contract (SCC)
Annexure - IV	:	Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP)
Annexure - V		General Conditions of Contract *(For all services to be rendered including AMC)*
Annexure - VI	:	Technical Specification, Scope of Work
Annexure - VII	:	(Part-B) of Special terms & Conditions & Matrix
Annexure - VIII	:	Bid Evaluation Criteria / Bid Rejection Criteria (BEC/BRC) & Matrix

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LIST OF PROFORMAS

PROFORMAS		
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 towards 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 (A)	:	Format for Performance Security
Proforma – F (B)	:	Format for "Insurance Surety Bond" For "Performance Security"
Proforma – G (A)	:	Format for Bid Security
Proforma – G (B)	:	Format for Bid Security Declaration
Proforma – G (C)	:	Format for "Insurance Surety Bond" For "Bid Security"
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 bidder's information
Proforma – P	:	Format for pre-bid queries from prospective bidder
Proforma – Q	:	Format of Authorization & Backup Warranty by Manufacturers to Sole Selling Agent / Dealer / Distributer
Proforma – R (A,B,C)	:	Proforma For Pre-Qualification Criteria (PQC) Document Details
Proforma – S	:	Proforma for Sustainable Development (SD) and Environment Social and Governance (ESG) policy post order Questionnaire to vendors & suppliers
Proforma – T	:	Proforma for undertaking on acceptance of OIL's 'Banning Policy'
Proforma – U	:	Proforma For Undertaking from Third Party Inspection Agency

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PROFORMAS

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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 from 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 the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to ..... **(as the case may be)** are correct.

YEAR	**TURN OVER** In INR (Rs.) Crores	**NET WORTH** In INR (Rs.) Crores

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).

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"

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
Signature

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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)** Witness: 1. 2.	For and on behalf of (Bidder) Witness: 1. 2.

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808741
EMAIL: materials@oilindia.in | f_sathiyaraj@oilindia.in

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 relationship 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 risibility 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 and contractors.

(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 be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).

(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 intensions.

..... **For the Principal** Date : Place :	**.....** **For the Bidder/Contractor** Witness 1: ..... Witness 2: .....

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808741
EMAIL: materials@oilindia.in | f_sathiyaraj@oilindia.in

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:_____

M/s. OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, 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)

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
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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:** _____

M/s. OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, 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)

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
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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:** _____

M/s. OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

Dear Sir,

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 the 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)

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
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PROFORMA – F (A)

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,

THE GENERAL MANAGER – MATERIALS (HOD)
OIL INDIA LIMITED, MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN – 786602

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.....

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808741
EMAIL: materials@oilindia.in | f_sathiyaraj@oilindia.in

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

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHNE 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 is 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 : ……
……
……

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
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PROFORMA – F (A)

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited,
Materials Department,
Duliajan, Assam - 786602

We, M/s..... are submitting the Bid Security/Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan 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:	
Contact Details E-mail Addresses:	Mobile No.: Telephone No.: Fax No.:
Correspondence Address H No/Street/City:	State: 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**

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
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PROFORMA – F (B)

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

(To be stamped in accordance with the Stamp Act)

To **The General Manager,** **Materials Department,** **M/s Oil India Limited,** **Field Head Quarters,** **Duliajan P.O., Dibrugarh** **District, Assam, India –** **786602.**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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 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 Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely 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: **Issuing Authority:**

…… ……
(Signature) (Signature of the Authorised Signatory)

…… ……
(Name) (Name)

…… ……
(Designation & official address) (Designation with Insurer Stamp)

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

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
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INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

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

b) The Company shall be the Creditor, the Contractor 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.

c) 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 Contractor /Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the “Forwarding Letter” of the Tender.

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

f) 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 at "ITB".

g) Contractor 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.

h) Contractor 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.

OIL INDIA LIMITED
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PROFORMA – G (A)

BID SECURITY FORM

To:
M/s. OIL INDIA LIMITED,
MATERIALS DEPARTMENT

Whereas.....(hereinafter called 'the Bidder') has submitted their Bid No. ..... dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, 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 security

or

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 is 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 : _____

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808741
EMAIL: materials@oilindia.in | f_sathiyaraj@oilindia.in

PROFORMA – G (B)

BID SECURITY DECLARATION

To,

M/s. Oil India Limited
……
……

Sub: ……

Tender No: ……

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addendum), 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:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
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PROFORMA – G (C)

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

(To be stamped in accordance with the Stamp Act)

To **The General Manager,** **Materials Department,** **M/s Oil India Limited,** **Field Head Quarters,** **Duliajan P.O., Dibrugarh** **District, Assam, India –** **786602.**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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, Duliajan, Assam, 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 suomoto; 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 Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely 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: **Issuing Authority:**

…… ……
(Signature) (Signature of the Authorised Signatory)

…… ……
(Name) (Name)

…… ……
(Designation & official address) (Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No……
Date……

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808741
EMAIL: materials@oilindia.in | f_sathiyaraj@oilindia.in

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

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

b) The Company shall be the Creditor, the Contractor 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.

c) 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 Contractor /Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the “Forwarding Letter” of the Tender.

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

f) 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 at "ITB".

g) Contractor 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.

h) Contractor 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.

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
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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,

The General Manager (Materials)
Materials Department
Oil India Limited, Duliajan

Sub : Undertaking of authenticity of information/documents submitted

Ref : Your tender No.: _____ **Date:** _____

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)

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
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EMAIL: materials@oilindia.in | f_sathiyaraj@oilindia.in

PROFORMA - I

PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

Ref No.: **Date :**

To,
The General Manager - Materials (HoD)
Materials Department
Oil India Limited,
P.O. Duliajan, Dist. Dibrugarh,
Assam, India, PIN-786602

Dear Sir,

Sub: OIL's Tender No. _____

For _____

Mr/Ms./Mrs. _____ 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 General Manager-Materials (HoD) during the opening of bids.

****

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
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PROFORMA – J

EXCEPTION / DEVIATION PROFORMA
(To be submitted in the letter head of the bidder)

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 the rate(s) quoted by bidder against the tender is/are the same and not higher than those quoted with other Government, public sector or private organisations (Fall Clause).

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

Or

(c) 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 Bidder

Name :
Designation :
For & on behalf of :

Seal of the company

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808741
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PROFORMA – K

UNDERTAKING FOR LOCAL CONTENT

(To be submitted in the letter head of the bidder)

Tender No.: _____

We, M/s. _____
(Name of the bidder) have submitted Bid against Tender No._____
dated _____ for supply of _____.

We hereby undertake that we meet the mandatory m1mmum 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 behalf of M/s. _____ (type name of the firm here)

Signature of Authorised Signatory

Name :
Designation :
Phone No. :
Place :
Date :

(Affix Seal of the Organization here, if applicable)

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
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PROFORMA - L

LETTER OF AUTHORITY

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.

To,
The General Manager - Materials (HoD)
Materials Department
Oil India Limited,
P.O. Duliajan, Dist. Dibrugarh,
Assam, India, PIN-786602

Dear Sir,

Sub: OIL's Tender No. _____

We _____ of _____ confirm that Mr./Ms./Mrs._____ (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 M/s. :

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
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EMAIL: materials@oilindia.in | f_sathiyaraj@oilindia.in

PROFORMA – M

UNDERTAKING FOR BIDDERS FINANCIAL STANDING

(To be submitted in the letter head of the bidder)

To,
The General Manager - Materials (HoD)
Materials Department
Oil India Limited,
P.O. Duliajan, Dist. Dibrugarh,
Assam, India, PIN-786602

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.

Authorised Signatory

Name :

Designation :

Contact Address :

Contact Email :

Contact Telephone Number :

Seal of the company

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808741
EMAIL: materials@oilindia.in | f_sathiyaraj@oilindia.in

PROFORMA – N

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

(To be submitted in the letter head of the bidder)

To,

The Head of the Department,
Materials Department, Field Head Quarters,
Oil India Limited, Duliajan, Dibrugarh District,
Assam, India, Postal Code – 786602

Tender No. : _____

Tender Description : _____

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

Ref: Tender No. _____

a) We, M/s._____(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** 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 authorised signatory of the bidder)

OIL INDIA LIMITED
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PROFORMA – O

BIDDER INFORMATION

(To be submitted as part of technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No. : _____ Date: .....

Tender Document No. : _____ Date: .....

Tender Title:

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Contractor particulars:

(a) Name of the Company: .....
(b) Corporate Identity No. (CIN): .....
(c) Registration, if any, with Oil India Limited: .....
(d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
(e) Place of Registration/ Principal place of business / manufacture .....
(f) Complete Postal Address: .....

(g) Pin code/ ZIP code: .....
(h) Telephone nos. (with country/ area codes): .....
(i) Mobile Nos.: (with country/ area codes): .....
(j) Contact persons/ Designation: .....
(k) Email IDs: .....

2) Taxation Registrations:

(a) PAN number: .....
(b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....
(c) GSTIN number: ..... in Consignor and Consignee States
(d) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: .....
(e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

☐ We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
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3) Authorization of Person(s) signing the bid on behalf of the Bidder

(a) Full Name: _____
(b) Designation: _____
(c) Signing as:

 A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
 A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
 A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

4) Bidder's Authorized Representative Information

(a) Name:
(b) Address:
(c) Telephone/ Mobile numbers:
(d) Email Address:

(Signature with date)
.....

(Name and designation)
Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]

DA: As above

OIL INDIA LIMITED
MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
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EMAIL: materials@oilindia.in | f_sathiyaraj@oilindia.in

PROFORMA – P

FORMAT FOR PRE-BID QUERIES FROM PROSPECTIVE BIDDER

TENDER NO. :
ITEM :
BIDDER NAME : M/s.

Sl. No.	Tender Clause / Reference	As per tender	Query from prospective bidder
1)			
2)			
3)			

(Signature)

Name :
Designation :
Contact Email :
Contact Mobile Number :

Seal of the company

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808613
EMAIL: **materials@oilindia.in** | **f_sathiyaraj@oilindia.in**

PROFORMA – Q

FORMAT OF AUTHORIZATION & BACKUP WARRANTY BY MANUFACTURERS TO SOLE SELLING AGENT / DEALER / DISTRIBUTOR

(TO BE TYPED ON THE LETTER HEAD OF THE MANUFACTURER)

Ref. No.: _____ **Date:** _____

Sub: Authorization & Backup Warranty

Ref: Your tender No.: _____ **Date:** _____

To,
The Head of Department,
Materials Department - Field Head Quarters (FHQ),
Oil India Limited, Duliajan P.O.,
Dibrugarh District, Assam, India - 786602

Sir,

We, M/s ..... (Name & address of the Manufacturer) hereby authorize M/s..... (Name & address of the Bidder) to submit their Bid against Tender No..... floated by M/s. OIL INDIA LIMITED (OIL) for supply tendered goods, which will be manufactured by us. As we do not participate directly against such tendering process, we authorize M/s. ..... (name of the Bidder) to participate as our only Sole Selling Agent/Dealer/Distributer (strike out whichever is not applicable) against the tender.

We hereby guarantee the supply through M/s..... (name of the Bidder) in the event of placement of purchase order by OIL and shall provide all back-up supports as may be necessary including for the quality & workmanship of supplied materials.

This authorization and back-up warrantee/guaranty shall remain valid throughout the execution by M/s. ..... (Name of the Bidder) including the defect liability and AMC period, in the event of an order by OIL on them.

Yours faithfully,
For (Name of the manufacturer)

Name & Signature of Authorized signatory :
Designation :
Phone No. :
Place :
Date :
Seal of the Manufacturer :

****

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
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PROFORMA-R (A)

PROFORMA / SPECIMEN TEMPLATE FOR PRE-QUALIFICATION CRITERIA (PQC) DOCUMENT DETAILS (IF APPLICABLE)

TECHNICAL – PRE-QUALIFICATION CRITERIA (PQC)

Important Instructions:

Oil India Limited reserves the right to complete the evaluation w.r.t. "Pre-Qualification Criteria", based on the documents mentioned below only without taking cognizance of any other documents submitted towards "PQC", which is not mentioned below. In case required details are not mentioned in the relevant cells and merely enclosed/attached etc. is mentioned, Oil India Limited may not take cognizance of such documents during evaluation. Please submit details of only those complete documents for relevant orders etc., which you consider are meeting Oil India Limited's tender PQC requirements in toto. Oil India Limited ('Buyer')'s decision is final and binding by bidder/seller.

Sl. No.	Purchase Order No./Document name	PO. Dt.	PO ISSUED BY (client name) M/s.	Full address of the client and contact person (Name & Details i.e. Mail ID, Mobile No. etc)	Short description of Items under PO	Order Value (On FOR despatch point / FCA / FOB Port of exit basis)	Order execution /completion dt.	Documentary evidence as proof of execution/completion as mentioned in Tender PQC requirement

(SIGNATURE OF BIDDER WITH COMPANY SEAL)

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
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TEL: (+91) 374 2808613
EMAIL: **materials@oilindia.in** | **f_sathiyaraj@oilindia.in**

PROFORMA-R (B)

PROFORMA / SPECIMEN TEMPLATE FOR PRE-QUALIFICATION CRITERIA (PQC) DOCUMENT DETAILS (IF APPLICABLE)

COMMERCIAL – PRE-QUALIFICATION CRITERIA (PQC)

Important Instructions:

Oil India Limited reserves the right to complete the evaluation w.r.t. "Pre-Qualification Criteria", based on the documents mentioned below only without taking cognizance of any other documents submitted towards "PQC", which is not mentioned below. In case required details are not mentioned in the relevant cells and merely enclosed/attached etc. is mentioned, Oil India Limited may not take cognizance of such documents during evaluation. Please submit details of only those complete documents for relevant orders etc., which you consider are meeting Oil India Limited's tender PQC requirements in toto. Oil India Limited ('Buyer')'s decision is final and binding by bidder/seller.

Sl. No.	Purchase Order No./Document name	PO. Dt.	PO ISSUED BY (client name) M/s.	Full address of the client and contact person (Name & Details i.e. Mail ID, Mobile No. etc)	Short description of Items under PO	Order Value (On FOR despatch point / FCA / FOB Port of exit basis)	Order execution /completion dt.	Documentary evidence as proof of execution/completion as mentioned in Tender PQC requirement

(SIGNATURE OF BIDDER WITH COMPANY SEAL)

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808613
EMAIL: **materials@oilindia.in** | **f_sathiyaraj@oilindia.in**

PROFORMA-R (C)

PROFORMA / SPECIMEN TEMPLATE FOR PRE-QUALIFICATION CRITERIA (PQC) DOCUMENT DETAILS (IF APPLICABLE)

FINANCIAL – PRE-QUALIFICATION CRITERIA (PQC)

Important Instructions:

Oil India Limited reserves the right to complete the evaluation w.r.t. "Pre-Qualification Criteria", based on the documents mentioned below only without taking cognizance of any other documents submitted towards "PQC", which is not mentioned below. In case required details are not mentioned in the relevant cells and merely enclosed/attached etc. is mentioned, Oil India Limited may not take cognizance of such documents during evaluation. Please submit details of only those complete documents for relevant orders etc., which you consider are meeting Oil India Limited's tender PQC requirements in toto. Oil India Limited ('Buyer')'s decision is final and binding by bidder/seller.

Sl. No.	Financial Year	Details of Documentary evidence (i.e. audited balance sheet/ profit and loss statement of audited balance sheet / published annual report / balance sheet in public domain etc.)	Turnover (Rs.)	Remarks if any

(SIGNATURE OF BIDDER WITH COMPANY SEAL)

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PROFORMA – S

SUSTAINABLE DEVELOPMENT (SD) AND ENVIRONMENT, SOCIAL AND GOVERNANCE (ESG) POLICY (IF APPLICABLE)

POST AWARD OF ORDER ESG QUESTIONAIRE FOR SELLER / SUPPLIER
(To be typed and submitted in company letterhead of seller / supplier)

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 award of contract or 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.

Suppliers and vendors may refer to the Explanatory Note for any questions or clarifications pertaining to any of the questions below:

Questionnaire for vendors and suppliers		
Question		**Response**
1.0 Emissions		
1.1	What was the GHG emission for the last financial year (FY_____)?	
(a)	Scope 1 GHG emissions (kg $C0_2e$)	
(b)	Scope 2 GHG emissions (kg $C0_2e$)	
1.2	What was the GHG emission per unit of revenue for the last financial year (FY_____)?	
(a)	Scope 1 GHG emissions (kg $C0_2e$)	
(b)	Scope 2 GHG emissions (kg $C0_2e$)	

(SIGNATURE OF SELLER WITH COMPANY SEAL / STAMP)

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Explanatory Note - ESG Questionnaire for Suppliers and Vendors

1 Emissions Reporting

What are Greenhouse Gas (GHG) Emissions?

Greenhouse gas (GHG) emissions refer to gases that trap heat in the Earth's atmosphere, contributing to global warming and climate change. These include carbon dioxide (CO_2), methane (CH_4), and nitrous oxide (N_2O), among others. GHG emissions are generated from various sources, such as burning fossil fuels, industrial activities, and deforestation.

What are Scope 1 and Scope 2 Emissions?

- **Scope 1 Emissions:** Direct emissions from sources owned or controlled by your company (e.g., fuel combustion in company-owned vehicles, boilers, and generators).
- **Scope 2 Emissions:** Indirect emissions from purchased electricity, steam, heating, and cooling consumed by your company. These emissions occur at the power generation source but are attributed to your business due to electricity consumption.

How to Calculate GHG Emissions?
Emissions are typically calculated using the following formula:
GHG Emissions (kg CO2e) = Consumption data × Emission Factor

- **Consumption Data:** Fuel consumption (liters), electricity use (kWh), etc.
- **Emission Factor:** Standard values published by organizations like the IPCC

Examples:

1. **Fuel Consumption-Based Calculation (Scope 1):**
   - If you use 1,000 liters of diesel in company vehicles, and the emission factor for diesel is 2.68 kg CO_2e per liter, your emissions are: 1,000×2.68=2,680 kg CO2e
2. **Electricity Consumption-Based Calculation (Scope 2):**
   - If your facility consumes 5,000 kWh of electricity, and the emission factor for your electricity provider is 0.4 kg CO_2e per kWh, your emissions are: 5,000×0.4=2,000 kg CO2e

Sample Responses:

Question	Sample Response
What was the GHG emission for FY24?	a) Scope 1: 10,500 kg CO_2e
	b) Scope 2: 8,200 kg CO_2e
What was the GHG emission per unit revenue for FY24?	a) Scope 1: 2.5 kg CO_2e per INR 1,000 revenue
	b) Scope 2: 1.8 kg CO_2e per INR 1,000 revenue

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PROFORMA – S

SUSTAINABLE DEVELOPMENT (SD) AND ENVIRONMENT, SOCIAL AND GOVERNANCE (ESG) POLICY

POST AWARD OF ORDER ESG QUESTIONAIRE FOR SELLER / SUPPLIER
(To be typed and submitted in company letterhead of seller / supplier)

Questionnaire for vendors and suppliers		
Question		**Response**
2.0 Decarbonization strategies and targets		
2.1	Do you have a net zero target? If yes, please state the year.	
2.2	Do you have an emission reduction target? If yes, are the targets absolute emissions based or intensity based?	
2.3	Please state the target for reduction in next financial year (FY _____)?	
(a)	Scope 1 GHG emissions / emissions intensity	
(b)	Scope 2 GHG emissions / emissions intensity	
2.4	Please provide information on a few decarbonization initiatives undertaken (describe the initiatives and their respective impact).	

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Explanatory Note - ESG Questionnaire for Suppliers and Vendors

2 Decarbonization Strategy & Targets

Net Zero and Emission Reduction Targets

- **Net Zero Target:** A Net Zero target refers to a commitment to reducing emissions to as close to zero as possible, with residual emissions offset by carbon capture or other means. OIL would like to know if your organization has set any targets of becoming net zero, and if so, what is the targeted year.

- **There are 2 types of defining the target:**

  Absolute Reduction: A fixed percentage decrease in emissions over a period (e.g., 10% reduction by 2030).
  Intensity-Based Reduction: Reduction in emissions per unit of production or revenue (e.g., 15% reduction per product by 2025).

Sample Responses:

Question	Sample Response
Do you have a Net Zero target? If yes, please state the year	Yes, by 2040
Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?	Yes, we aim for an absolute 40% reduction by 2030, and 100% by 2040
Please state the target for reduction in FY24.	a) Scope 1: 10% absolute reduction
	b) Scope 2: 10% absolute reduction
Please provide information on a few initiatives undertaken (describe the initiatives)	Afforestation EV inclusion Electrification of gas-based equipment Renewable energy setup
How much of the reduction targets have been achieved till date? (eg: more than 80% achieved, less than 20% etc)	~5 % reduction has been achieved

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PROFORMA – S

SUSTAINABLE DEVELOPMENT (SD) AND ENVIRONMENT, SOCIAL AND GOVERNANCE (ESG) POLICY

POST AWARD OF ORDER ESG QUESTIONAIRE FOR SELLER / SUPPLIER
(To be typed and submitted in company letterhead of seller / supplier)

Questionnaire for vendors and suppliers		
Question		**Response**
3.0 Waste and water management		
3.1	Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous wastes?	
3.2	Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?	

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Explanatory Note - ESG Questionnaire for Suppliers and Vendors

3. Waste & Water Management

Waste Management Initiatives

In order to answer the question regarding waste management initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Recycling and reusing materials
- Proper disposal of hazardous waste
- Reducing landfill waste through composting or waste-to-energy programs

Water Conservation Initiatives

Similar to the waste management initiatives, in order to answer the question regarding water conversation initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Monitoring water consumption with meters
- Installing water-efficient fixtures
- Treating wastewater before discharge

Sample Responses:

Question	Sample Response
Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?	Yes, we recycle 60% of our production waste and have SOPs in place for proper dispose of hazardous materials.
Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?	Yes, we have meters to monitor water withdrawals and have a wastewater treatment process.

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PROFORMA – S

SUSTAINABLE DEVELOPMENT (SD) AND ENVIRONMENT, SOCIAL AND GOVERNANCE (ESG) POLICY

POST AWARD OF ORDER ESG QUESTIONAIRE FOR SELLER / SUPPLIER
(To be typed and submitted in company letterhead of seller / supplier)

Questionnaire for vendors and suppliers		
Question		**Response**
4.0 Disclosures		
4.1	Are your current emission verified? If yes, please name the assuring body.	
4.2	Are your emission targets validated? (Eg: SbTi)? If yes, please name the methodology?	
4.3	Are you rated by any of the ESG rating agencies? if yes, please specify the agency and rating	

(SIGNATURE OF SELLER WITH COMPANY SEAL / STAMP)

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Explanatory Note - ESG Questionnaire for Suppliers and Vendors

4. Disclosures

Verification & Validation of Emissions Data

- **Current emissions verification:** There are certain third-party agencies that verify an organization's emissions. These organizations provide independent assessments to ensure transparency and accuracy in emissions reporting. Verification by such agencies enhances credibility and aligns businesses with best sustainability practices. In case your organization's current emissions are validated by such a third-party agency, please specify the name of such an agency.

- **Emissions target validation:** If you have a target of reducing your carbon footprint, certain organizations validate the roadmap of achieving a lower carbon footprint. In case you have prepared a roadmap and submitted it to SBTi or Transition Pathways Initiatives, and have received certificates that have validated the targets, please specify the agency that has validated your targets.

- **ESG Ratings:** Certain agencies assess organizations based on their disclosures, monitoring capabilities, and control measures, among other factors. Some of these agencies, such as CDP and S&P, are globally recognized for their ratings. If your organization has received a rating from any of these agencies, please specify the agency's name and your assigned rating.

Sample Responses:

Question	Sample Response
Are your current emissions verified? If yes, please name the assuring body	Yes, verified by XYZ agency
Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology	Yes, validated by SBTi.
Are you rated by any of the ESGrating agencies? If yes, please specify the agency and rating	Yes, CDP rating: D.

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PROFORMA – T

FORMAT FOR UNDERTAKING ON ACCEPTANCE OF OIL'S 'BANNING POLICY'
(To be typed on the Letterhead of the Bidder)

I _____, age _____years Son/ Daughter of _____, resident of _____ do solemnly affirm and state as under:

1. That _____ *(Name of the Bidder / Firm)* is desirous of submitting its bid against tender no _____ dated _____ for _____ item / works (Name of tender).

2. That I _____ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.

3. That _____ *(Name of the Bidder/Firm)* has read, understood and accepts the OIL's Banning Policy as available at OIL's website (https://www.oil-india.com/banning-policy).

4. That _____ *(Name of the Bidder/Firm)* hereby accepts the OIL's Banning Policy, without any demur, protest, reservations and agree to be bound by the said Policy.

5. That _____ *(Name of the Bidder/Firm)* hereby agrees that in the event of Bidder/Firm is banned under the OIL's *Banning Policy* then in such case the banning order shall also be applicable upon its *allied concern(s), partner(s) or associate(s) or director(s) or proprietor(s) involved in any capacity.*

(Bidder / Authorized signatory of Bidder)

Seal:

Date:

Place:

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PROFORMA - U

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY
(IF APPLICABLE)
(to be submitted on official letter head)

To

The Head of Department,
Materials Department - Field Head Quarters (FHQ),
Oil India Limited, Duliajan P.O.,
Dibrugarh District, Assam, India - 786602

Sir,

Sub: OIL's Tender Number _____

M/s. _____ having registered office at_____ _____ intend to participate in the above referred tender of M/s. 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)/Bid Rejection Criteria (BRC) 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,

Name & Signature of Authorized signatory :

Designation :

Phone No. :

Place :

Date :

Seal / Stamp :

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ANNEXURES

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ANNEXURE - I

PRICE BREAK UP FORMAT

A) PRICE BREAK UP OF ITEMS WHOSE COST IS TO BE INCLUDED IN "GEM PRICE SCHEDULE".

Item Details	*Unit Price (In Rs) including GST*	*Applicable GST rate considered in quoted unit price*
THIS IS A SPECIMEN PRICE BREAK-UP FORMAT FOR REFERENCE ONLY (NOTE: BIDDER SHOULD NOT UPLOAD THIS PRICE BID IN TECHNICAL BID DOCUMENT SUBMISSION AREA UNLESS OR OTHERWISE MENTIONED IN TENDER, FAILING WHICH BID WILL BE LIABLE FOR REJECTION		

B) PRICE BREAK UP OF ITEMS WHOSE COST IS NOT TO BE INCLUDED IN "GEM PRICE SCHEDULE".

Sl. No.	*Description*	*Qty*	*Unit Price (In Rs) including GST*	*Applicable GST rate*

Notes:

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

****

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ANNEXURE-II

TECHNICAL & COMMERCIAL CHECKLIST

A. TECHNICAL CHECKLIST:

Sl. NO.	DESCRIPTION	BIDDER'S RESPONSE (COMPLIED / NOT COMPLIED/ NOT APPLICABLE)	REMARKS
(A)	**TECHNICAL**		
1)	Please categorically confirm whether the offered item / specification is same as mentioned in the tender specification?		
2)	Is your offer item/specification will be manufactured & tested as per relevant API norms as specified in the Tender (IF APPLICABLE)?		
3)	Have you supplied the item to any oil and gas industry? (If yes, please mention the details of client(s) to whom the item was supplied)		
4)	Have you submitted the API license (if applicable) valid till the execution of the Purchase Order?		
5)	Have you submitted all the supporting documents related to past supply experience requirement mentioned in tender?		
6)	If the bidder is a sole selling agent / distributor / dealer of the manufacturer of the tendered item(s), have you submitted the authorization certificate from the manufacturer (in original on manufacturer's letter head) along with the technical bid?		
7)	Items should be manufactured & tested **strictly** as per **technical specification indicated in the tender without any deviation**. Bidder to categorically confirm the same in their technical bid.		
8)	Quotation must be accompanied with relevant product catalogue / drawing, showing dimensional details, bill of material of various parts etc. (where applicable) of all components without which the offer will be liable for rejection.		

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ANNEXURE-II

TECHNICAL & COMMERCIAL CHECKLIST

B. COMMERCIAL CHECKLIST:

Sl. No.	Requirement	Bidder's Response (Complied / Not complied/ Not applicable)
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?	
5.0	Whether submitted EMD/Bid Security / Bid Security Declaration as per tender requirement?	
5.1	EMD/Bid Security (Amount & Validity)	
5.2	EMD/Bid Security exemption certificate with Validity	
5.3	Whether submitted Bid Security Declaration as per Proforma-G(B) ?	
6	Whether quoted a firm delivery period as per the tender requirement?	
7	Whether confirmed to submit PBG as asked for in tender?	
8	Whether confirmed Bid Validity as per the tender requirement?	
9	Whether confirmed Payment Terms as per the tender?	
10	Whether quoted as MSE unit? If yes, whether necessary document submitted?	
11	Whether submitted Integrity Pact duly signed and sealed as per **PROFORMA – D?** *(If applicable as per the tender)*	
12	Whether indicated the country of origin for the items quoted? Please mention the "Country of origin" under Remarks here.	
13	Whether submitted format of undertaking by bidders towards submission of authentic information/ documents as per **PROFORMA – H**	
14	Whether submitted **Proforma – J** - Format for Exception / Deviation	

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ANNEXURE-II

TECHNICAL & COMMERCIAL CHECKLIST

B. COMMERCIAL CHECKLIST:

Sl. No.	Requirement	Bidder's Response (Complied / Not complied/ Not applicable)
15	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. In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide, **PROFORMA – E(I), E(II) & E(III)** along with the technical bid. Whether uploaded along with the bid?	
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 BRC-Technical (If Applicable).	
19	Name and details of the company to whom the bidder has successfully executed orders / contracts for atleast 50% of the tendered quantity as per Experience criteria clause of BRC-Technical (If Applicable).	
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 Dispatch	
23	Name, Address, Phone No & E-mail ID of Bidder	
24	Bank details of Bidder	
25	Whether submitted **Proforma – K** - Format for Undertaking for Local Content	
26	Whether submitted **Proforma-L** - Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)	

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ANNEXURE-II

TECHNICAL & COMMERCIAL CHECKLIST

B. COMMERCIAL CHECKLIST:

Sl. No.	Requirement	Bidder's Response (Complied / Not complied/ Not applicable)
27	Whether submitted **Proforma–M** - Format for Bidders financial standing	
28	Whether submitted **Proforma–N** - Format for declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation	
29	Whether submitted **Proforma – O** - Format for Bidder's Information	
30	Whether submitted **Proforma – G(B)** - Format for Bid Security Declaration (If Applicable)	
31	Whether submitted **Proforma – Q** - Format for Authorization & Backup Warranty by Manufacturers to sole selling agent / Dealer / Distributor?	
32	Whether submitted **Proforma – C** - Format for Corporate Guarantee towards financial standing?	
33	Whether submitted **Proforma – T** - Format for Undertaking on Acceptance of OIL's 'Banning Policy'?	
34	Whether submitted **Proforma – U** – Format for Undertaking from Third Party Inspection Agency (If applicable)?	
35	Whether submitted **Proforma – S** – Format for Sustainable Development (SD) and Environment Social and Governance (ESG) policy post order Questionnaire to vendors & suppliers (If applicable)?	

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808613
EMAIL: **materials@oilindia.in** | **f_sathiyaraj@oilindia.in**

ANNEXURE – III

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 The bid is governed by GeM General terms & conditions (GeM GTC) prevalent on the bid closing date of tender.

(PART-A) - SPECIAL CONDITIONS OF CONTRACT (SCC)

The SPECIAL CONDITIONS OF CONTRACT (SCC) shall supersede the GeM General terms & conditions (GeM GTC).

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

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

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 (Special Conditions of Contract-Part-B)
Annexure – VIII: Bid Evaluation Matrix (Bid Rejection Criteria)

4.0 INTEGRITY PACT (IF APPLICABLE)

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.Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA E-mail: **rpawar61@hotmail.com** **ramphal.pawar@ips.gov.in**	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 dispute 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 organisation may take further action as per the terms and conditions of the contract.

5.0 MICRO AND SMALL ENTERPRISES (MSE)

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-21032025-261838 Dated 21.03.2025 to be read with CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16th June, 2021 issued by Ministry of Micro, Small and Medium Enterprises.

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.

5.1 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).

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 and as amended from time to time. Bidders are requested to go through the policy at department's official website (**www.dpiit.gov.in**) and its subsequent amendments, if any, and take note of the same while submitting their offer.

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

Revised Domestically Manufactured Iron & Steel Products Policy-2025 (DMI&SP Policy 2025) as notified vide Gazette Notification No.: CG-DL-E-26052025-263378 Date: 26/05/2025, Government of India, Ministry of Steel's OM:8(2)/2023-ID-1 (E-16515) Date: 17/06/2025 and as amended from time to time by Ministry of Steel, Government of India is applicable against this tender. The detailed policy may be referred in Ministry of Steel's website (**www.steel.gov.in**). Also, please refer **ANNEXURE – IV** to this tender in this regard.

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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 a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

9.0 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CENTRAL PUBLIC ENTERPRISES (CPSES) INTER-SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ORGANISATIONS(S) - ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD).

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) / Port Trusts inter se and also between CPSEs and Government Department/Organisations (excluding disputes relating to Railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS- 10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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 (I H) of Income tax Act, 1961.

11.0 CONCESSIONAL GST (IF APPLICABLE)

The items covered in this Tender shall be used by Oil India Limited in the Petroleum Exploration License (PEL) and Mining Lease (ML) areas and hence concessional **GST @ 12%** will be applicable as per Govt. Policy in vogue. *Concessional GST @ 12% will be applicable only if total material value is more than Rs.1,00,000 (i.e. 1 Lakh & above). Otherwise, GST at actuals / merit rate will be reimbursed against submission of documentary evidence. Bidder is advised to take note of above and accordingly submit price bid.*

Important Notes:

1) Successful bidder shall arrange to provide all necessary information and documents (invoice etc.) to Oil India Limited for applying Indigenous Supplies Certificate (ISC) with DGH, Government of India to avail concessional GST benefit against order goods (if awarded), **at-least 60 days** before readiness for despatch and date of dispatch to obtain ISC from DGH. OIL will not be responsible for any delay in issuance of ISC & subsequent levy of Liquidated Damage (LD) charges, in case of delay in submission of proforma invoice, requisite information / documents to process ISC application with DGH by seller & delivery of goods as per purchase order (if awarded). Further, successful bidder shall effect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to supplier's account.

2) Please note that Indigenous Supplies Certificate (ISC) issued by DGH will be valid for a period of six (06) months from the date of issuance of ISC and successful bidder / seller is advised to plan for delivery of order goods (if awarded) accordingly.

3) Wherever the delivery period is lesser than 60 days from date of award of purchase order, successful bidder shall arrange to provide all necessary information and documents (invoice etc.) to OIL to avail concessional GST benefit against order goods (if awarded) within five (05) days from the date of receipt of purchase order from seller to obtain ISC from DGH. OIL will not be responsible for any delay in issuance of ISC & subsequent levy of Liquidated Damage (LD) charges, in case of delay in submission of proforma invoice, requisite information / documents to process ISC application with DGH by seller & delivery of goods as per purchase order (if awarded).

4) In case of non-applicability of concessional GST benefit as mentioned in above paragraph, bidder is advised to indicate applicable merit rate of GST for offered good(s) in their bid. However, Oil India Limited / Buyer reserves the right to compile and combine / club requirement of concessional GST eligible tendered goods (as applicable) against various tenders (in case of total offered material value against individual tender is less than Rupees One Lakh (Rs. 1,00,000.00) during ordering stage to avail concessional GST benefits (wherever possible) and bidder / seller is abided by decision of Oil India limited / buyer in this regard.

5) Successful bidder/seller shall effect dispatch only on receipt of Indigenous Supplies Certificate (ISC) and other relevant certificates/shipment clearance from Oil India Limited (Buyer), failing which all related liabilities shall be to supplier's account.

12.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

OIL's Banning Policy, 2023 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.

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.

12.1 The bidder shall submit an undertaking/declaration as per **PROFORMA– N** 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. 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).

12.2 The bidder shall fill up and submit proforma of **Undertaking on Acceptance of OIL's 'Banning Policy'** (As per **Proforma– T**) along with the technical bid).

13.0 PERFORMANCE SECURITY

Successful bidder will be required to furnish a Performance Bank Guarantee @ **5%** of the order value with validity as mentioned in the tender document. The Performance Security must be submitted exactly as per **PROFORMA – F**. Bidder must confirm the same in their Technical Bid.

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, Assam - 786602. The Bank details are as under:

Bank Details of Beneficiary	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

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

13.1 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.

13.2 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.

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

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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. (10% of annualized contract value valid for three months beyond entire execution period).

14.0 BID SECURITY (IF APPLICABLE):

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 – G(A))** as Bank Guarantee (BG) or Online payment. *(Refer GeM GTC for details).*

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-MATERIALS, MATERIALS DEPARTMENT, KIND ATTENTION – Mr. F.SATHIYARAJ, SENIOR MANAGER-MATERIALS, MATERIALS DEPARTMENT, FOREIGN PURCHASE SECTION, OIL INDIA LIMITED, DULIAJAN P.O., DIBRUGARH DIST., ASSAM, INDIA -786602.**

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.

OIL's Bank account Details for Online submission of Bid Security	
Name	Oil India Limited
Bank	State Bank of India
Branch	Duliajan
Account Number	10494832599
Account Type	Current
IFSC Code	SBIN0002053

14.1 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.

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

14.3 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.

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

14.5 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.

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

14.7 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.

14.8 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.

14.9 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:

Bank Details of Beneficiary	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

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

14.10 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.

14.11 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.

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TO BE SUBMITTED BY BIDDER'S LETTER HEAD ALONG WITH TECHNICAL BID

Disclaimer :
In case of non-submission of below requisite details, return of Bid Security may be delayed.

Return of Bid Security / EMD as Bank Guarantee (BG)			
Sl. No.	**Term**	**:**	**Value**
1)	Name	**:**	
2)	Email Address	**:**	
3)	Telephone / Mobile Number	**:**	
4)	Address	**:**	

Return of Bid Security / EMD through Electronic Transfer (RTGS/NEFT/IMPS)			
Sl. No.	**Term**	**:**	**Value**
1)	Name	**:**	
2)	Email Address	**:**	
3)	Telephone / Mobile Number	**:**	
4)	Address	**:**	
5)	Bank Name	**:**	
6)	Branch Name	**:**	
7)	Branch Address	**:**	
8)	IFSC Code	**:**	
9)	Unique Identifier Code	**:**	
10)	Bidder's / Company name	**:**	

14.12 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.

14.13 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	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab & Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First 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	**bg_sfms@oilindia.in**
5)	Mobile No.	+91-374-2806182 +91-9434339797 +91-8429402705
6)	Local Address	Oil India Limited, Materials Department, Field Head Quarters, Duliajan P.O., Dibrugarh District, Assam, India, Postal Code - 786602
7)	Registered Address	Duliajan, Dibrugarh, Assam-786602

15.0 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.

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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).

16.0 UNLOADING FOR BULKY/HEAVY ITEMS:

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. **HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF BULKY/HEAVY ITEMS ONLY**. Supplier shall depute adequate crew, who has experience of unloading of such items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.

16.1 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from Duliajan.

17.0 UNLOADING OF TUBULARS:

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. **HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF TUBULARS ONLY**. Supplier shall depute adequate crew, who has experience of unloading of tubulars, at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. **THE ONLY RESPONSIBILITY OF THE CREW TO BE DEPUTED BY THE SUPPLIER IS TO FASTEN/FIX CRANE'S HOOK SLING TO BUNDLES ON THE LOADED VEHICLE**. Once the hook sling is securely fastened complying to the safety instructions, OIL's Crane shall lift and unload tubulars from the vehicle. Following points are to be noted and complied in this connection:

(a) Supplier to ensure that height of the loaded tubular is below the cabin height of the vehicle for safe off-loading.

(b) Supplier to ensure that tubular bundles are securely fastened by very strong material to withstand the rigors of road transportation and capable of lifting by Crane. In the case tubular bundles are found loosened and/or tubulars found completely resting on the side support/bales of vehicle in way that it may free fall upon unshackling, OIL will not unload such vehicle due to safety reasons.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling tubulars.

17.1 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from Duliajan.

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18.0 UNLOADING OF CONSIGNMENT RECEIVED THROUGH RAIL:

Unloading of consignment from Railway Wagons at Destination **(Duliajan)** shall be completely in OIL's scope.

19.0 QUANTITY TOLERANCE FOR TUBULARS (IF APPLICABLE):

Bidders should note that, in the event of order, quantity tolerance of +0%/-2% of order quantity will be applicable.

20.0 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).

21.0 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.

22.0 GENERAL CONDITIONS OF CONTRACT FOR SERVICES (ANNEXURE - V)

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

23.0 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). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

24.0 THIRD PARTY INSPECTION (TPI) (IF APPLICABLE)

i) Third Party Inspection (TPI) will be under the scope of seller at seller's cost.

ii) All ordered goods shall be inspected by any one of OIL's approved Third-party inspection agencies (viz. M/S Lloyds or M/S Bureau Veritas or M/S RITES or M/S DNGL or M/S IRS or M/S Tuboscope Vecto only Third-party party inspection report shall be submitted along with supply of the materials.

iii) Supplier shall arrange for inspection (TPI) of the materials through OIL's approved Third-Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned in the tender. All cost towards the engagement of Third-Party Inspection Agency shall be borne by Supplier. **Bidder shall quote/include the cost of Third-Party Inspection in their offer**.

iv) At present, there are six OIL's empaneled Third-Party Inspection Agency as under:

(1) M/s. Lloyds
(2) M/s. BureauVeritas
(3) M/s. RITES
(4) M/s. IR CLASS System and Solutions Private Limited
(5) M/s. Tuboscope Vetco
(6) M/s. DNV MES India Private Limited

v) 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.

vi) The bidder shall confirm that the Third-party inspection shall be covering the Scope of Inspection mentioned as part of the material specification / description.

vii) The bidder shall confirm that the bidder shall submit following documents (unless or otherwise specified in order / contract) along with material supply:

(1) OEM's Warranty / Guarantee certificate for performance at the specified operating conditions
(2) Test certificates (As applicable) from the manufacturer
(3) TPI reports
(4) Certified copy of Mill Test Certificates for raw material
(5) Heat treatment graph / certificate
(6) Hydraulic Test Report

viii) 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.

ix) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.

x) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.

xi) The decision of the Third-Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.

xii) 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.

xiii) 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.

xiv) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.

25.0 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):

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

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

25.3 Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

(I) WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY:

A)	General Manager (A/P), Finance & Accounts Department Oil India Limited, Duliajan, PIN - 786602	**i)** Bill in original + one copy. **ii)** Copy of the C-Note/RR. **iii)** Copy of Mill Inspection Certificate, if any. **iv)** Copy of Third-Party Inspection Certificate, if any. **v)** Copy of Delivery Challan. **vi)** Copy of TPI Declaration **vii)** Copy of Tax Invoice. **viii)** Copy of packing list. **ix)** Documentary evidence of payment of Customs Duty, if any.
B)	GM - Materials (Receiving), Materials Department Oil India Limited, Duliajan, PIN - 786602	**i)** Clear Consignee copy of RR/C-Note - Original + 1 copy. **ii)** Copy of Tax Invoice. **iii)** Delivery Challan (Original). **iv)** Packing list (Original). **v)** Mill inspection certificate, if any (Original). **vi)** Copy of Third-Party Inspection certificate, if any. **vii)** Copy of TPI Declaration **viii)** Warranty Certificate (Original)
C)	Senior Manager - Materials (FP) Materials Department Oil India Limited, Duliajan, PIN - 786602	One set consisting copies of all the documents as mentioned in (B) above.

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Note:

Where payment term is after receipt and acceptance of materials, the complete set of documents meant for General Manager (A/P) as indicated in (A) above should be submitted to Dy. General Manager Materials (Receiving).

27.0 FORCE MAJEURE:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

28.0 SIGNING OF BIDS:

Bids are to be submitted online in GeM 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.

29.0 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.

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30.0 SETTLEMENT OF DISPUTES:

30.1. 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 Upto Rs.25 Crore	Sole Arbitrator	OIL
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 the 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 pendente-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.

30.2 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.

30.3 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.

30.4 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 Expert Committee ("OEC") to be constituted by Corporate Business Committee (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.

30.5 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 the 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 or government authority.

(iv) Any claim which is less than Rs. 25 Lakh.

31.0 <u>DISCLAIMERS AND RIGHTS OF BUYER (OIL INDIA LIMITED):</u>

a) The issue of the tender document does not imply that the buyer (Oil India Limited) is bound to select bid(s), and it reserves the right without assigning any reason to:

i) reject any or all of the Bids, or
ii) cancel the tender process; or
iii) abandon the procurement of the Goods; or
iv) issue another tender for identical or similar goods

b) Oil India Limited reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

c) Oil India Limited ('Buyer') reserves the right to reject goods which do not conform to the specifications / terms / conditions mentioned in the contract.

32.0 ACKNOWLEDGEMENT OF CONTRACT BY SUCCESSFUL BIDDER AND EXECUTION

a) After the successful bidder is issued Purchase Order, the supplier should submit the Purchase Order acceptance format duly filled, signed and sealed, within 14 (fourteen) days from the date of issue of the Purchase Order in case of Open Tender / GeM Tender (OTE) and 28 (twenty-eight) days in case of Global Tender Enquiry (GTE).

b) The successful bidder shall furnish the required performance security (if applicable) within the stipulated timeline mentioned in the contract.

c) The successful bidder, in case does not furnish the required performance security (if applicable) or does not accept the Purchase Order within the stipulated target dates, such noncompliance will constitute sufficient ground for forfeiture of its bid security / EMD (if applicable) and processing the case for further action against it (the successful bidder) as per the provision of Company's Banning Policy.

d) The seller must pay all applicable taxes by the contractor or supplier towards execution of contract by Oil India Limited (if awarded).

33.0 FORFEITURE OR ENCASHMENT OF BID SECURITY/EMD (IF APPLICABLE):

The bid security will be forfeited in the following condition:

(1) The bidder withdraws the bid within its original/extended validity.
(2) The bidder modifies/revises their bid sumoto.
(3) Bidder does not accept the order/contract.
(4) Bidder does not furnish Performance Security Deposit (if applicable) within the stipulated time as per tender/order/contract.
(5) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder as specified in OIL's banning Policy.

34.0 SPECIAL TREATMENT FOR ITEMS COVERED UNDER PRODUCTION LINKED INCENTIVE (PLI) SCHEME:

Purchase Preference is applicable to bidder registered with Department of Promotion of Industry and Internal Trade (DPIIT), Government of India under Production Linked Incentive (PLI) Scheme for the tendered good(s) (if applicable) as per DPIIT's public procurement (Preference to Make In India) Revision Order Date: 19.07.2024 or as amended thereafter as notified by Government of India / Oil India Limited from time to time.

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer

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has received incentive from the concerned PLI Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

Bidder claiming purchase preference under PLI scheme shall declare the same in their letter head duly attaching relevant orders issued by Government of India or respective ministries.

35.0 DENIAL CLAUSE:

In case of default of seller to execute the purchase order within the stipulated delivery period indicated in the purchase order, over and above levy of Liquidated Damages charges (if applicable), any statutory variation (increase/decrease) in the rate of Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate (In case of Global tenders and applicable to foreign bidder/seller) after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of Oil India Limited (Buyer) subject to documentary evidence. However, any increase in Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate (In case of Global tenders and applicable to foreign bidder/seller) after the expiry of the scheduled date of delivery stipulated in the purchase order (if awarded) shall be to the seller's account. Any decrease in Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate (In case of Global tenders and applicable to foreign bidder/seller) shall be passed on to Oil India Limited (Buyer).

In case of default of seller to execute the purchase order within the stipulated delivery period indicated in the purchase order, Oil India Limited (Buyer) at its discretion may provide extension of delivery date with or without applicable Liquidated Damage charges as provisioned in tender / purchase order (As applicable) subject to the following Denial Clause:

a) No increases in price on account of any statutory increase in or fresh Imposition of customs duty, GST or on account of any other taxes/duty, including custom duty), leviable in respect of the goods/stores specified in the said purchase order (if awarded) which takes place after the original delivery date indicated in purchase order (if awarded) shall be admissible on such of the said goods/stores, as are delivered after the said date; and

b) Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause (if applicable) or foreign exchange rate variation (if applicable), or any other variation clause, no such increase which takes place after the original delivery date indicated in purchase order (if awarded) shall be admissible on such of the said goods/stores as are delivered after the said date.

c) Nevertheless, Oil India Limited (Buyer) shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause (if applicable) or foreign exchange rate variation (if applicable) or any other variation clause which takes place after the expiry of the original delivery date indicated in purchase order (if awarded).

36.0 CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA) (IF APPLICABLE):

36.1 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/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
1)	M/s. Dr. Amin Controllers Pvt. Ltd.	1) rkjain@rcaindia.net 2) Pradeep.mathur@rcaindia.net 3) info@rcaindia.net
2)	M/s. TUV India Private Limited	1) noida@tuv-nord.com 2) mumbai@tuv-nord.com 3) salim@tuv-nord.com
3)	M/s. Conformity India International Private Limited	1) mktg@ciindia.in
4)	M/s Ravi Energic Private Limited	1) baroda@ravienergic.com 2) tpia@ravienergic.com
5)	M/s SGS India Private Limited	1) dhaval.vora@sgs.com 2) sgs.india@sgs.com
6)	M/s Assure Quality Management Certification Services Private Limited	1) aqmcs@aqmcs.com
7)	M/s. IRCLASS Systems and Solutions Private Limited	1) industrial_services@irclass.org 2) Bhavesh.satam@irclass.org
8)	M/s. TÜV Rheinland (India) Pvt. Ltd.	1) Shailesh.deotale@ind.tuv.com 2) Kaushal.gohil@ind.tuv.com 3) info@ind.tuv.com 4) ravi.kumar@ind.tuv.com
9)	M/s Gulf LIoyd Industrial Services (I) Pvt. Ltd.	1) contact@gulfllloyds.com 2) inspection@gulfllloyds.com
10)	M/s Baltic Testing India Pvt. Ltd.	office@balticcontrolindia.com
11)	M/s Sanmarg Engineering Validation & Assessment	Amitra@sanmargeva.com
12)	M/s Meenar Global Consultants LLP	sales@mgellp.in
13)	M/s Rites Limited	1) nrinspn@rites.com 2) info@rites.com 3) sbu.ninsp@rites.com
14)	M/s Bureau Veritas (India) Private Limited	bvindia.corporate@bureauveritas.com
15)	M/s TUV SUD South Asia Private Limited	1) Hemant.chavan@tuvsud.com 2) Jayashree.rane@tuvsud.com
16)	M/s Adornment Engineers India Private Limited	jks@adornmentengineers.com
17)	M/s TCRC Inspections Pvt. Ltd.	1) admin@tereinspections.com 2) ashismallick@teregroup.com 3) tenders@teregroup.com

36.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) 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.

36.3 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/BRC 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.

36.4 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/BRC. 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/BRC compliance.

(b) The concerned Independent Third-Party Inspection Agencies 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/BRC 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/BRC 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-U**) enclosed should be submitted along with the Bid.

(iii) In case of clarifications sought by OIL against BEC/BRC, 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.

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808613
EMAIL: **materials@oilindia.in** | **f_sathiyaraj@oilindia.in**

ANNEXURE-IV

Preference to Domestically Manufactured Iron & Steel Products (DMI & SP)

ऑयल इंडिया लिमिटेड
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TEL: (+91) 374 2808613
EMAIL: **materials@oilindia.in** | **f_sathiyaraj@oilindia.in**

As per Gazette Notification No. CG-DL-E-26052025-263378 Date: 26/05/2025 published by Ministry of Steel, Government of India (As applicable and amended from time to time). Bidder to refer www.steel.gov.in for more information.

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ANNEXURE-V

GENERAL TERMS AND CONDITIONS FOR SERVICES

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co- ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty

or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY**.**

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value*:*

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods :

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the

services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

(A) The Central Goods & Services Tax Act, 2017;
(B) The Integrated Goods & Services Act, 2017;
(C) The Union Territory Goods & Services Tax Act, 2017;
(D) The respective State Goods & Service Tax Acts'
(E) The Goods and Services (Compensation to States) Act, 2017
(F) The Customs Act and the Customs Tariff Act.
(G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

2.1 **Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 **Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 **Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

3.1 **Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract: The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 **Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

i. Overall supervision, co-ordination and Project Management at site

ii. Proper and optimum utilization of equipment and services.

iii. Monitoring of performance and progress

iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the

performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 <u>PERFORMANCE SECURITY</u>:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of an Insurance Surety Bond/Bank Draft/ Cashier's cheque/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in

India of any Scheduled Bank incorporated in India.

Note: Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

10.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address
Branch Code
Code Nos. of the authorized signatory with full name and designation.
Phone Nos.
Fax Nos.
E-mail address.

10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

10.4 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

10.5 The Performance Security shall be denominated in the currency of the contract.

10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

10.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

10.8 The Performance Security will not accrue any interest during its period of validity or extended validity.

10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims: CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims: CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.3.2 Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)

ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)

iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

12.4.2 Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws &rules should be timely filed by supplier with requisite details.

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

12.4.8 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

14.1 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools,

any other belongings and personnel during the entire period of this Contract including extensions thereof.

b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.

d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

14.2 Deductible:

The Contractor shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

14.3 The Contractor shall require all of its sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees."

14.6 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

14.7 Additional Assured:

"Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

14.8 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

a) Kinds and amounts of insurance as required herein
b) Details of coverage
c) Insurance corporation or companies carrying the aforesaid coverage
d) Effective and expiry dates of policies
e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
f) Waiver of subrogation endorsement has been attached to all policies and

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilisation time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

14.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.10 The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

14.11 On account payment to OIL in case of claim

In case any loss or damage happen and where Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

14.12 The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

i) **Employees Compensation (EC) Policy or Employer's Liability Policy insurance** as required by the laws of the country of origin of the employee.

ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

v) **Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.

vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

vii) Any other insurance policy set forth in the SCC

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility

whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities

arises out of or in connection with the performance of the contract.

15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to

sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORs.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or

b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other

CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.

27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.

27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.

b) Tax audit report for the above period as required under the Indian Tax Laws.

c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/Fee/remuneration of the Indian agent/consultant/associate/

representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).

(ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

1) The furnished information is correct to the best of his knowledge.

2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.

3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.

4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e.

http://www.epfindia.gov.in and http://www.esic.in). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. 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 CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the `force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period**.** [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of :

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

33.7 Withholding will also be effected on account of the following:

i) Order issued by a Court of Law or statutory authority in India.

ii) Income-tax deductible at source according to law prevalent from time to time in the country.

iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6** & **33.7** above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be

governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

a) The Mines Act 1952
b) The Oil Mines Regulations, 1984
c) The Employees' Compensation Act, 1923
d) The Code of Wages, 2019
e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
f) The Employees Pension Scheme, 1995
g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
i) Goods and Service Tax Act
j) Customs & Excise Act & Rules
k) Factories Act, 1948
l) Industrial Disputes Act, 1947
m) Payment of Gratuity Act, 1972
n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 LABOUR LAWS:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

v) CONTRACTOR shall pay equal wages for men and women in accordance with

applicable Labour laws.

vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities

with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

37.5 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 shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORs harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

a) Damage to or loss of any reservoir or producing formation; and/ or

b) Damage to or loss of any well; and/ or

c) Any other subsurface damage or loss; and/ or

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.

ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.

iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.

iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following

disclosure to COMPANY:

i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

42.2 Resolution of Dispute through SAC:

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

42.3 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 through Conciliation/Mediation, the same shall be referred to Arbitration.

2. A party wishing to commence arbitration proceeding shall invoke an 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. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

Claim amount. {excluding claim for interestand counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

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 the 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 pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

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 from time to time)

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:

    a) 20% of the fees if the claimant has not submitted a statement of claim.
    b) 40% of the fees if the pleadings are complete.
    c) 60% of the fees if the hearing has commenced.
    d) 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 and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the 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 the Schedule of the Act and such expenses shall be equally borne by the parties.

12. The seat and venue of the arbitration proceeding shall be New Delhi.

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

1. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

2. A party wishing to commence arbitration proceedings 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.

3. 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.

42.5 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.

42.6 Exclusions

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

a) 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.

b) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

c) 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 or government authority.

43.0 <u>COMPLETION OF CONTRACT</u>:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 <u>TERMINATION</u>:

44.1 **Termination on expiry of the contract**: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 **Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 **Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 **Termination for Unsatisfactory Performance**: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirely or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

44.10 **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

45.0 **TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract

shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 **WITHOUT DETERMINING THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the

COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

****

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808613
EMAIL: **materials@oilindia.in** | **f_sathiyaraj@oilindia.in**

ANNEXURE-VI

TECHNICAL SPECIFICATIONS & SCOPE OF SUPPLY

Oil India Limited
Materials Department – Field Head Quarters
Duliajan, Assam, India – 786602
Tel: +91-374-280 8741 | Email: materials@oilindia.in |f_sathiyaraj@oilindia.in
Website: www.oil-india.com

ANNEXURE-VI

SPECIFICATION OF THE TENDERED ITEM

Supply, Installation and Commissioning, Training of Emulsion Stability Analyzer		
Tender Quantity	**:**	**1**
Unit of Measure	**:**	**Number (NO)**
Installation & Commissioning	**:**	**Applicable**
Pre-Dispatch Inspection	**:**	**Not Applicable**
Training	**:**	**Applicable** **(i)** Type: Onsite (Oil India Limited, Duliajan, Assam) **(ii)** Duration: Three (03) days **(iii)** Number of Person to be trained: 02 Persons
Annual Maintenance Contract (AMC)	**:**	**Applicable** **(i)** Duration: Three (03) years **(ii)** Periodicity: Half-Yearly
Delivery Period		
(1) Maximum allowable delivery period in months after receipt of Purchase Order for the case of supply of goods	**:**	**120 Days**
(2) Maximum allowable period to complete Installation and Commissioning of supplied goods upon receipt of communication from Buyer Organisation	**:**	**31 Days**
(3) Maximum allowable period within which the supplier shall depute their representative after receipt of official intimation from OIL for Installation & Commissioning of the goods	**:**	**15 Days**
Delivery Location	**:**	**Oil India Limited,** **Receiving Section, Materials Department,** **Duliajan P.O., Dibrugarh District,** **Assam, India - 786602.**

Annexure-VI (A)

TECHNICAL SPECIFICATION

SL. NO.	DESCRIPTION

Emulsion stability Analyzer with accessories, with specification as follows:

Technical Specification of "Emulsion Stability Analyzer with Accessories"

The offered analyzer should be able to determine Stability of the crude oil – water emulsion and other Dispersion and Shelf-Life analysis of variety of emulsions, colloids and suspensions using Static Multiple Light Scattering (SMLS) technology or any other optical method to measure the stability of dispersion, which is characterized by fast analysis speed, simple operation, and non-destructiveness.

Measurement Principle:

The system should be based on Static Multiple Light Scattering (SMLS) technology or other as above, with provision to record both back scattered and transmitted light, it should perform scanning of the complete suspension in user defined quick intervals and the date from scans to be compared to provide the required data for quantitative and fast measurements of dispersion stability & shelf life, migration velocity, particle size diameter and others. The system should guarantee measurement of stability without dilution or any external mechanical stress such as centrifugation as it will modify the suspension kinetics.

Technical Specifications

1) Analyzer Technology: Static Multiple Light Scattering (SMLS)

2) Sample types: Colloids, Emulsions, and suspensions.

3) Number of Samples (measurement positions for simultaneous measurement): 6 (Six) or more

4) Sample Volume: 2 - 20 mL or more.

5) Sample Temperature range: 4°C - 80°C

6) Range of Particle size of suspension allowed: 10 nm - 1 mm.

7) Data acquisition scan step: 5 to 20 microns or better

8) Sample cell recognition: Automatic using barcode reader.

9) Sample concentration range: 0.0001% - 95%

10) Reproducibility: (+/-) 0.05% or better

11) Light Source: LED 880nm +/- 30 or better (Near-infrared)

12) Scattered Light Detectors: One for Backscattering light at 40° to 135 ° for opaque samples and second for Transmission light at 0° for transparent samples.

13) Simultaneous Measurement: Simultaneous measurement of backscattering and transmission

14) Facility should be there in the instrument for particle size distribution (PSD) measurement. Suitable software to be provided along with the machine and upgrades of the supplied software must be provided free of cost for the lifetime of the analyzer

15) Scan range: 0 to 50 mm or wider.

	Annexure-VI (A)
TECHNICAL SPECIFICATION	
SL. NO.	**DESCRIPTION**

16) Device control: The analyzer should be fully controllable through computer software.

17) Result Capability: Stability, Dispersion, creaming, sedimentation etc.

18) Software Specifications:

The supplied software should provide for data acquisition, interpretation, and export in standard formats, the software must have facility for Advanced calculation for deep data analysis of stability parameters, rate of sedimentation / creaming migration rate, mean particle size evolution, phase separation, and other important stability parameters. Software should also include fully guided calibration check-up procedure. Upgrades of the supplied software must be provided free of cost for the lifetime of the analyzer.

19) Stability Index:

The supplied system should be able to estimate the stability index of the suspensions to compare and characterize the physical stability of various formulations with a single click and a single defined number.

20) Below ambient operation:

For avoiding condensation on sample in humid climate suitable mechanism should be there for the analyzer when experiments are performed below ambient temperature.

21) System Compliances:

The supplied system must comply with international Standards.

22) Computer:

The analyzers should be controlled by an external and standalone computer for system control & data acquisition, offer should include a suitable branded computer (to be quoted separately). Minimum specifications – I7 processor, 1 TB HDD, 16 GB RAM, USB 3.0 ports, 22 inch LED Screen, Keyboard, mouse, licenced MS windows 10 Pro.

23) Consumables and Operating Supplies:

The system should be supplied with 100 numbers of complete measurement cells (of different sizes available as per requirement), bar code scanner, sampling rack, cables, and operational manuals, 3 KVA online UPS (1 hour back up) etc.

24) Warrantee:

Covering the instrument (including all its component): Minimum 1 year from the date of installation of the instrument. In case of any malfunctioning of the instrument observed, the service engineer must visit at on – site within 15 days after receiving the intimation during the warranty period. Any requirement for the replacement of spare parts due to faults occurring in the instrument during the one-year warranty period shall be borne by the supplier at no cost to OIL.

Annexure-VI (B)

NO DEVIATION CONFIRMATION

(TO BE SUBMITTED BY BIDDER IN COMPANY LETTER HEAD)

Ref. No.: **Date:**

From:

(Insert name and address of Bidding Entity)

Tel.:

Fax:

E-mail address:

To,

THE GENERAL MANAGER (MATERIALS)
MATERIALS DEPARTMENT, FIELD HEAD QUARTERS,
OIL INDIA LIMITED, DULIAJAN,
DIBRUGARH DISTRICT, ASSAM, INDIA, PIN 786602

Sub: Bid for " _____"

Tender No :

Dear Sir,

We understand that any '**deviation / exception**' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any '**exception / deviation**' anywhere in the Bid and we agree that if any '**deviation / exception**' is mentioned or noticed, our Bid may be rejected.

Place: **[Signature of Authorized Signatory of Bidder]**

Date: **Name:**

Designation:

Seal:

Annexure-VI (C)

TECHNICAL COMPLIANCE STATEMENT

Tender No.: **Date:**

Item : Emulsion Stability Analyzer With Accessories

Sl. No.	Tender Specification	Technical Compliance (Yes/No) by bidder
	Emulsion stability Analyzer with accessories, with specification as follows:	
	Technical Specification of "Emulsion Stability Analyzer with Accessories"	
	The offered analyzer should be able to determine Stability of the crude oil – water emulsion and other Dispersion and Shelf-Life analysis of variety of emulsions, colloids and suspensions using Static Multiple Light Scattering (SMLS) technology or any other optical method to measure the stability of dispersion, which is characterized by fast analysis speed, simple operation, and non-destructiveness.	
	Measurement Principle:	
	The system should be based on Static Multiple Light Scattering (SMLS) technology or other as above, with provision to record both back scattered and transmitted light, it should perform scanning of the complete suspension in user defined quick intervals and the date from scans to be compared to provide the required data for quantitative and fast measurements of dispersion stability & shelf life, migration velocity, particle size diameter and others. The system should guarantee measurement of stability without dilution or any external mechanical stress such as centrifugation as it will modify the suspension kinetics.	

(SIGNATURE AND SEAL OF BIDDER)

Annexure-VI (C)

TECHNICAL COMPLIANCE STATEMENT

Tender No.: **Date:**

Item : Emulsion Stability Analyzer With Accessories

Sl. No.	Tender Specification	Technical Compliance (Yes/No) by bidder
	Technical Specifications	
1)	Analyzer Technology: Static Multiple Light Scattering (SMLS)	
2)	Sample types: Colloids, Emulsions, and suspensions.	
3)	Number of Samples (measurement positions for simultaneous measurement): 6 (Six) or more	
4)	Sample Volume: 2 - 20 mL or more.	
5)	Sample Temperature range: 4°C - 80°C	
6)	Range of Particle size of suspension allowed: 10 nm - 1 mm.	
7)	Data acquisition scan step: 5 to 20 microns or better	
8)	Sample cell recognition: Automatic using barcode reader.	
9)	Sample concentration range: 0.0001% - 95%	
10)	Reproducibility: (+/-) 0.05% or better	
11)	Light Source: LED 880nm +/- 30 or better (Near-infrared)	

(SIGNATURE AND SEAL OF BIDDER)

Annexure-VI (C)

TECHNICAL COMPLIANCE STATEMENT

Tender No.: **Date:**

Item : Emulsion Stability Analyzer With Accessories

Sl. No.	Tender Specification	Technical Compliance (Yes/No) by bidder
12)	Scattered Light Detectors: One for Backscattering light at 40° to 135 ° for opaque samples and second for Transmission light at 0° for transparent samples.	
13)	Simultaneous Measurement: Simultaneous measurement of backscattering and transmission	
14)	Facility should be there in the instrument for particle size distribution (PSD) measurement. Suitable software to be provided along with the machine and upgrades of the supplied software must be provided free of cost for the lifetime of the analyzer	
15)	Scan range: 0 to 50 mm or wider.	
16)	Device control: The analyzer should be fully controllable through computer software.	
17)	Result Capability: Stability, Dispersion, creaming, sedimentation etc.	
18)	**Software Specifications:** The supplied software should provide for data acquisition, interpretation, and export in standard formats, the software must have facility for Advanced calculation for deep data analysis of stability parameters, rate of sedimentation / creaming migration rate, mean particle size evolution, phase separation, and other important stability parameters. Software should also include fully guided calibration check-up procedure. Upgrades of the supplied software must be provided free of cost for the lifetime of the analyzer.	

(SIGNATURE AND SEAL OF BIDDER)

Annexure-VI (C)

TECHNICAL COMPLIANCE STATEMENT

Tender No.: **Date:**

Item : Emulsion Stability Analyzer With Accessories

Sl. No.	Tender Specification	Technical Compliance (Yes/No) by bidder
19)	**Stability Index:** The supplied system should be able to estimate the stability index of the suspensions to compare and characterize the physical stability of various formulations with a single click and a single defined number.	
20)	**Below ambient operation:** For avoiding condensation on sample in humid climate suitable mechanism should be there for the analyzer when experiments are performed below ambient temperature.	
21)	**System Compliances:** The supplied system must comply with international Standards.	
22)	**Computer:** The analyzers should be controlled by an external and standalone computer for system control & data acquisition, offer should include a suitable branded computer (to be quoted separately). Minimum specifications – I7 processor, 1 TB HDD, 16 GB RAM, USB 3.0 ports, 22 inch LED Screen, Keyboard, mouse, licenced MS windows 10 Pro.	

(SIGNATURE AND SEAL OF BIDDER)

Annexure-VI (C)

TECHNICAL COMPLIANCE STATEMENT

Tender No.: **Date:**

Item : Emulsion Stability Analyzer With Accessories

Sl. No.	Tender Specification	Technical Compliance (Yes/No) by bidder
23)	**Consumables and Operating Supplies:** The system should be supplied with 100 numbers of complete measurement cells (of different sizes available as per requirement), bar code scanner, sampling rack, cables, and operational manuals, 3 KVA online UPS (1 hour back up) etc.	
24)	**Warrantee:** Covering the instrument (including all its component): Minimum 1 year from the date of installation of the instrument. In case of any malfunctioning of the instrument observed, the service engineer must visit at on – site within 15 days after receiving the intimation during the warranty period. Any requirement for the replacement of spare parts due to faults occurring in the instrument during the one-year warranty period shall be borne by the supplier at no cost to OIL.	

(SIGNATURE AND SEAL OF BIDDER)

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

MATERIALS DEPARTMENT - FIELD HEAD QUARTERS,
P.O., DULIAJAN, DIBRUGARH DISTRICT, ASSAM – 786602
TEL: (+91) 374 2808613
EMAIL: **materials@oilindia.in** | **f_sathiyaraj@oilindia.in**

ANNEXURE-VII

(PART-B) SPECIAL TERMS AND CONDITIONS (SCC) & MATRIX

Oil India Limited
Materials Department – Field Head Quarters
Duliajan, Assam, India – 786602
Tel: +91-374-280 8741 | Email: materials@oilindia.in |f_sathiyaraj@oilindia.in
Website: www.oil-india.com

ANNEXURE-VII

(PART-B) SPECIAL TERMS AND CONDITIONS

TECHNICAL EVALUATION MATRIX FOR (PART-B) SPECIAL TERMS AND CONDITIONS			
(TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance**
1)	The Make and the version of the offered equipment should be clearly mentioned in the offer document. The bidder should submit the original model-specific product catalogue (from the OEM) of the offered model along with the bid document, **Annexure-VI (B) (NO DEVIATION CONFIRMATION)** and **Annexure-VI (C) (TECHNICAL COMPLIANCE STATEMENT)**. The offer should clearly indicate the compliance of offered specification vis-a-vis tender specifications with the deviations clearly marked.		
2)	The bidder should be an Original Equipment Manufacturer (OEM) or selling agent / authorized supply house / authorized dealer / authorized distributor of an OEM of the quoted items. In case the bidder is not an OEM, they must submit (along with other bid documents) an original authorization letter / dealership certificate from the OEM. Such authorization certificate/ letter shall be valid for the entire period of execution of the order. The letter / certificate from the OEM should also confirm that the bidder would be responsible for providing the service and maintenance backup for the supplied instrument.		
3)	The Bidders should quote for all the items in NIT. Incomplete bids shall be rejected.		
4)	The offered instrument should conform to every point in the technical specification as outlined in the enquiry (as mentioned in Item description part of this PR). Any offer either not mentioning or deviating from any of the technical specifications outlined in the enquiry for that item will be rejected.		

(SIGNATURE AND SEAL OF BIDDER)

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ANNEXURE-VII

(PART-B) SPECIAL TERMS AND CONDITIONS

TECHNICAL EVALUATION MATRIX FOR (PART-B) SPECIAL TERMS AND CONDITIONS			
(TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	Description	BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)	
		Complied / Not Complied / Not Applicable	Relevant Location of their Bid to support the remarks / compliance
5)	**Installation – Commissioning and Training:**		
(i)	The successful bidder will be required to install the instrument at R&D Department, Oil India Limited, Duliajan, Assam, India by OEM trained and authorized service engineer. The installation engineer should demonstrate all the features of the instrument. The supplier should clearly mention the Installation and commissioning terms and conditions.		
(ii)	The Bidder/Supplier should provide pre-installation requirements along with the offer.		
(iii)	The Bidder/Supplier should also carry out test run of the instrument at least twice.		
(iv)	Provision should be kept for providing free of cost training to at least two (02) officials of OIL for three (03) working days at R&D Department, OIL, Duliajan, Assam.		
(v)	The scope of the training should include the following minimum steps/tasks but not limited to:		
(a)	Working principles of the instrument.		
(b)	SOP of the instrument.		
(c)	Hands on training on measurement of various parameters.		
(d)	Training on associated software and accessories.		
(e)	Routine maintenance of the system including software and accessories.		
(f)	Calibration, if any.		
(g)	Method Development.		

(SIGNATURE AND SEAL OF BIDDER)

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ANNEXURE-VII

(PART-B) SPECIAL TERMS AND CONDITIONS

TECHNICAL EVALUATION MATRIX FOR (PART-B) SPECIAL TERMS AND CONDITIONS			
(TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	Description	BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)	
		Complied / Not Complied / Not Applicable	Relevant Location of their Bid to support the remarks / compliance
6)	The hard / soft copy of the operation and maintenance manuals of the instrument should be supplied with the instrument.		
7)	The bid documents should include the standard warranty offered by the OEM, which should be for one year (minimum) from the date of installation of the instrument. In case of any technical fault / breakdown of the instrument during the warranty period, the Bidder/Supplier should report to the site for rectification within 15 days after receiving the intimation from the user (if required). Any requirement for the replacement of spare parts due to faults occurring in the instrument during the one-year warranty period shall be borne by the supplier at no cost to OIL.		
8)	**ANNUAL MAINTENANCE CONTRACT (AMC):**		
(i)	The rate for AMC (non-comprehensive) for three years after completion of 1 year support / warranty period, should be quoted with year-wise breakup, which shall be taken into account for evaluation of the bids.		
(ii)	While quoting for AMC, the bidder should take into account One Breakdown down visit (if needed) and two periodic maintenance per year by an OEM trained and authorized service engineer. In case of breakdown visit, the service engineer must come to attend the problem to make it operational within 15 (fifteen) days after receiving the intimation. In case he cannot rectify the problem during his first visit and has to visit again to rectify the problem reported/identified originally, all those visits would be considered as single breakdown visit.		

(SIGNATURE AND SEAL OF BIDDER)

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ANNEXURE-VII

(PART-B) SPECIAL TERMS AND CONDITIONS

TECHNICAL EVALUATION MATRIX FOR (PART-B) SPECIAL TERMS AND CONDITIONS			
(TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	Description	BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)	
		Complied / Not Complied / Not Applicable	Relevant Location of their Bid to support the remarks / compliance
(iii)	The bidders must submit a written undertaking that they would be able to provide AMC service at the quoted rates after expiry of warranty period.		
(iv)	The party should maintain contact with OIL's personnel for any assistance/guidance, through telephone, e-mail, letter, and fax. In case of any issues which cannot be sorted out through e-mail etc., OIL may ask for on-site advice from an expert at no extra cost to OIL. The party shall depute such expert and the dates and duration of his/her visit may be decided mutually.		
9)	In case the OEM is bidding through an authorized distributor / dealer / sole selling agent, the OEM should give a written undertaking that OEM will be responsible for providing the warranty and annual maintenance as per the clauses above, even if there is a change in the authorized distributor / dealer / sole selling agent of the OEM in India. The undertaking from OEM should also include that, if in future, OEM does not have any authorized distributor / dealer / sole selling agent in India at that time, the service will be provided directly by the service engineer of the OEM without any additional charge.		

(SIGNATURE AND SEAL OF BIDDER)

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ANNEXURE-VIII

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

Oil India Limited
Materials Department – Field Head Quarters
Duliajan, Assam, India – 786602
Tel: +91-374-280 8741 | Email: materials@oilindia.in |f_sathiyaraj@oilindia.in
Website: www.oil-india.com

ANNEXURE-VIII

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

TECHNICAL EVALUATION MATRIX FOR BRC / BEC			
(TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.			
I. BID REJECTION CRITERIA (BRC)			
(A) TECHNICAL			
1.0	**Experience Criteria:**		
1.1	The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s)		
	OR		
1.2	The bidder should be authorized dealer/ authorized distributor/authorized supplier/ wholly owned subsidiary of an Original equipment Manufacturer (OEM) of the tendered item(s).		
2.0	**IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):**		
	The bidder must comply with the following:		
2.1	The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.		

(SIGNATURE COMPANY SEAL OF BIDDER)

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Website: www.oil-india.com

ANNEXURE-VIII

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

TECHNICAL EVALUATION MATRIX FOR BRC / BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE** **(TO BE FILLED BY THE BIDDER)** **Complied / Not Complied / Not Applicable**	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
2.2	In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of **50% tendered quantity** (rounded off to the next higher integer) of each tendered item/ equipment with same or higher / better specifications to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers /distributor /supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.		
2.3	Documentary evidence to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and the following documents evidencing satisfactory execution of those Purchase Order(s), such as:		
(i)	Satisfactory supply and completion / installation report issued with client's official signature **(AND)**		
(ii)	Any other documents if available which shall prove that the bidder has successfully executed such order(s).		
	Note: The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.		
3.0	**IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:**		
	The bidder must fulfil the flowing requirements:		

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3.1	The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment proceeding to the original Bid Closing date of the tender.		
3.2	Additionally, the bidder himself / themselves or their OEM should have supply experience of successfully executed at least one order of 50% tendered quantity (rounded off to the next higher integer) of each tendered item/ equipment with same or higher / better specifications to various clients (other than their own subsidiaries/ sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.		
3.3	Documentary evidence to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:		
(i)	Satisfactory supply and completion / installation report issued with client's official signature **(AND)**		
(ii)	Any other documents if available which shall prove that the bidder has successfully executed such order(s).		
	Note: The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.		

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3.4	The bidder shall submit valid Authorization Certificate/Letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidder's status as their authorized supplier / dealer / distributor/ wholly owned subsidiary (as the case may be) to sell their products with proper warranty and guarantee back -up. Such authorization certificate/ letter shall be valid for the entire period of execution of the order. Offers shall be rejected straightway, if such authority letter is not submitted along with the technical bid.		
	NOTES TO BIDDER:		
a.	Authorization letter must be issued on the official letter head of the OEM clearly mentioning the status of Bidder i.e., whether 'authorized dealer' or 'authorized distributor' or 'authorized supplier' or wholly owned subsidiary of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway.		
b.	Authorization letter issued by the OEM in any other form such as Direct Channel Partner / Indirect Channel Partner/Channel Partner/ seller/ Reseller/ Sub Dealer / Sub Distributor/ Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.		

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Sl. No.	**Description**	**BIDDER'S RESPONSE** (TO BE FILLED BY THE BIDDER)	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
c.	In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.		
4.0	Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.		
5.0	Authorization letter and warranty/ guarantee back-up as aforesaid must be issued to the bidder by the Original Equipment Manufacturer (OEM) in their official letter head only. Such certificates / authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.		
6.0	Unsolicited bids shall be straightway rejected.		
7.0	Bidder must submit an undertaking from the OEM along with the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
8.0	Bidder should categorically confirm in the technical bid a **delivery schedule within four (04) months**, from date of receipt of PO failing which their offer will be rejected.		
9.0	The bidder must have authorized service centre(s) with adequate number of factory trained service engineers based in India (either directly or through an Indian agency). The detailed CV of the service engineers based in India must be enclosed.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.			
I. BID REJECTION CRITERIA (BRC) **(B) FINANCIAL**			
1.0	**Annual Turnover**:		
	The bidder shall have an annual financial turnover of minimum **50% of the tender value (i.e. INR 48,61,112)** during any of the preceding 03 (three) financial years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not.		
2.0	"Net Worth" of the bidder should be positive for the financial/accounting year **just preceding** to the original bid closing date of the tender i.e. **(FY 2024-25).**		
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 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.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
	However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year …… (As the case may be) has actually not been audited as on original bid closing date' (**Proforma - A**).		
	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)	Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.		

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(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, considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A Chartered Account (CA) certificate is to be submitted by the bidder regarding converted figures in equivalent INR.		
5.0	In case the Bidder is subsidiary company (should be 100% 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 1.0 above.		
(ii)	Net Worth of the parent/ultimate parent/holding company should be positive in line with Para 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.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
(iv)	Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent / holding company.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.			
I. BID REJECTION CRITERIA (BRC) **(C) COMMERCIAL**			
1.0	Bids are invited under **SINGLE STAGE TWO BID SYSTEM**. Bidders should upload Techno-Commercial Bid (Unpriced Bid) and Priced Bid separately at the designated fields assigned in GeM Portal. 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. 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.		

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3.0	Bids received in physical form shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.		
4.0	Bids containing incorrect / false / misleading statement(s) shall be rejected.		
5.0	The validity of the bid shall be a **minimum of 120 days** from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway 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 for the materials as called for in the tender. 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	Successful bidder will be required to furnish Performance Bank Guarantees as below:		
(i)	**Performance Bank Guarantee @ 5 %** of cost for Materials during warranty period to be submitted after receipt of PO. The Performance Security must be valid for 3 (three) months beyond the Warranty period indicated in the Purchase Order / contract agreement.		

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(ii)	The Performance Security must be valid for a period as called for in the tender document. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.		
8.0	Bids must be accompanied by Bid Security for the amount as mentioned in the tender document and shall be in the prescribed format **(PROFORMA – G (A))** if submitted in the form of Bank Guarantee (BG). Bid Security may also be paid through online payment mode. Bid Security must be submitted within the scheduled Bid Closing date and time of the Tender. The amount of Bid Security (EMD) must be strictly as specified in the tender document.		
8.0	Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same.		
9.0	Bid must be uploaded together with the Integrity Pact (If applicable against the tender) and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact, their bid shall be rejected straightway.		

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10.0	Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:		
	(i) Firm price		
	(ii) EMD / Bid Bond / Bid Security Declaration		
	(iii) Scope of work		
	(iv) Specifications		
	(v) Price Schedule		
	(vi) Delivery / Completion Schedule		
	(vii) Period of Validity of Bid		
	(viii) Liquidated Damages		
	(ix) Performance Bank Guarantee / Security deposit		
	(x) Guarantee of material / work		
	(xi) Arbitration / Resolution of Dispute		
	(xii) Force Majeure		
	(xiii) Applicable Laws		
	(xiv) Integrity Pact, if applicable		
	(xv) Any other condition specifically mentioned in the tender documents elsewhere that **non-compliance of the clause lead to rejection of the bid.**		
	However, OIL reserves the sole right to decide on acceptance / rejection of any deviation to tendered requirements by bidder.		

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11.0	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 indicated in the Tender.		
	b) In case the party refuses to sign Integrity Pact.		
	c) Original Bid Security not received within the stipulated date & time mentioned in the Tender.		
	d) Bid Security with : **(i)** Validity shorter than the validity indicated in Tender and/or **(ii)** Bid Security amount lesser than the amount indicated in the Tender.		
12	**APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED**		
	OIL's Banning Policy, 2023 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.		

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	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.		
12.1	The bidder shall submit an undertaking/declaration as per **PROFORMA– N** 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. 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).		

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12.2	The bidder shall fill up and submit proforma of **Undertaking on Acceptance of OIL's 'Banning Policy'** (As per **Proforma–T**) along with the technical bid).		
13	**DOCUMENT VERIFICATION (If applicable) :**		
	Oil India Limited (OIL) has engaged Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender: **(Details already provided in Clause 37.0 of (PART-A) - SPECIAL CONDITIONS OF CONTRACT (SCC) of Tender)**		
13.1	The Bidders have to get the various documents required against BEC/BRC of the tender verified and certified (signed & stamped on each page) by anyone of the above Independent Inspection Agencies and submit the duly certified documents along with 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.		

(SIGNATURE AND SEAL OF BIDDER)

Oil India Limited
Materials Department – Field Head Quarters
Duliajan, Assam, India – 786602
Tel: +91-374-280 8741 | Email: materials@oilindia.in |f_sathiyaraj@oilindia.in
Website: www.oil-india.com

ANNEXURE-VIII

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

TECHNICAL EVALUATION MATRIX FOR BRC / BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
13.2	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 along with all relevant supporting documents against BEC/BRC 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 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.		
13.3	An **Undertaking from Independent Inspection Agencies for Document Verification** as per **(Proforma – U)** should be submitted along with the technical bid.		

(SIGNATURE AND SEAL OF BIDDER)