

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-05-2023 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-05-2023 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
Total Quantity/कुल मात्रा	212
Item Category/मद केटेगरी	Title1 , Title2 , Title3
BOQ Title/बीओक्यू शीर्षक	SRP Spares
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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),Compliance of BoQ specification and supporting document *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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Title1
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days

Bid Details/बिड विवरण	
Payment Timelines	Payments shall be made to the Seller within 30 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)
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	30000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	2700
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	4600

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	22

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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

Beneficiary/लाभार्थी :

GMFA

Oil India Limited, Duliajan, Assam 786602. Email : tuhin_roy@oilindia.in; Details of Beneficiary : OIL INDIA, Bank Name : ICICI BANK LTD, Branch Name : Duliajan. : Type of Account : Current (Gmfa)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. 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% (Selected by Buyer) 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 100%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Title1	200
Schedule 2	Title2	6
Schedule 3	Title3	6

Title1

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	200	240

Title2

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	6	180

Title3

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	6	180

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. 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

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

Disclaimer/अस्वीकरण

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

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

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./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 कार्यवाई

का आधार होगा।

---Thank You/धन्यवाद---

TENDER INFORMATION SUMMARY

1	Bid Security	:	Applicable (as per Proforma – I for BG). The Bid Security should be valid for 45 days beyond the bid validity.
2	Performance Guarantee	:	Applicable @ 10 % of Order value if PO value is more than Rs 5 Lakhs
3	Integrity Pact	:	Applicable
4	MSE Purchase Preference	:	Applicable
5	PPP-MII Purchase Preference	:	Not Applicable
6	Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	:	Not Applicable
7	Restrictions on procurement from a bidder of a country which shares a land border with India	:	Applicable
8	Banning Policy	:	Applicable
9	Pre despatch inspection	:	Not Applicable
10	Third party inspection	:	Not Applicable
11	Installation & Commissioning	:	Not Applicable
12	Training	:	Not Applicable
13	AMC	:	Not Applicable
14	OIL's PR No.	:	1629133 & 1628905. Kindly quote this reference number for all correspondence with OIL.

LIST OF ANNEXURES

	ANNEXURE-I	:	Technical Specifications, Scope of Work etc.
	ANNEXURE-II	:	Price break up
	ANNEXURE-III	:	BEC / BRC
	ANNEXURE-IV	:	Technical & Commercial Checklist
	ANNEXURE-V	:	Special Notes to Bidders
	ANNEXURE-VI	:	Proformas to be submitted by bidders.

ANNEXURE-I TECHNICAL SPECIFICATIONS, SCOPE OF WORK ETC.

AA) TECHNICAL SPECIFICATIONS

Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation / Not Applicable) TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
Item 1	<p>Sucker Rods manufactured in accordance with API Spec 11B with slim coupling. Type: Steel, Grade:"D", AISI 41XX series Steel, Size: OD-7/8 inch(22.22 MM), length :25 Feet.</p> <p>Qty = 200 Nos</p>	
Item 2	<p>Pumping Tee, made from forged steel. 3000 PSI WP. Bottom Connection, 3.1/8", 5000 psi flange type with ring joint gasket Rx 35. Top Connection 3.1/8 " flange connection with ring joint gasket Rx 31, 3000 psi, Side Connections 2" LP & 1" NPT.</p> <p>Qty = 6 Nos</p>	
Item 3	<p>Double Packing Stuffing Box as per API Specification 11B latest edition. Packing should be of high temperature nitrile rubber capable of withstanding max temperature of 250° F. Primary packing 3 pieces top, 1 piece bottom and blow out control system packing 2 pieces top, 1 piece bottom. Bottom connection should be flange type 31/8 ", 3000 psi with ring joint gasket RX 31</p> <p>Qty = 6 Nos</p>	
BB.	Special terms and conditions:	
1	<p>The items shall be brand new, unused & of prime quality. Also the party has to confirm to provide warranty that the product supplied will be free from all defects & fault in material, workmanship & manufacturing and shall be in full conformity with ordered specifications. This clause shall be valid for 12 months from successful commissioning of the item in Chemical Laboratory, Moran, Oil India Limited. The defective materials within the period of 12 months from the date of successful commissioning, if any, rejected by us shall be replaced by the supplier at their own expense. The bidder must confirm the same while quoting.</p>	

2	Make & Model to be quoted compulsorily for the items. Bidder should forward relevant Catalogue, Drawing, and Literature (in printed form only) indicating the quoted items along with the technical bid.	
3	The flanges for items 2 (TEE, PUMPING) and 3 (STUFFING BOX) should conform to API 6A. The bidder should submit valid API 6A certificate from OEM of flange.	

BB: PRE-BID CONFERENCE:

Not applicable.

ANNEXURE-II PRICE BREAK UP

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

		<i>Qty</i>	<i>Unit Price (In Rs) including GST</i>	<i>Applicable GST rate</i>

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

		<i>Qty</i>	<i>Unit Price (In Rs) including GST</i>	<i>Applicable GST rate</i>

Notes:

1. Price break up to be provided for above.
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.**

BID REJECTION CRITERIA (BRC):

The bids shall conform to the specifications and terms as well conditions laid out in the tender. Bids will be rejected in case the items offered do not conform to the 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 & conditions, particularly the following requirements will have to be met by the bidders, without which, the offer will be considered as non-responsive and shall be rejected.

A.1 BRC -TECHNICAL:

(A) TECHNICAL CRITERIA

1.0 QUALIFICATION CRITERIA

- 1.1 The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item/equipment or a sole selling agent / authorized distributor / authorized dealer / authorized supply house/ wholly owned subsidiary company of an Original Equipment Manufacturer (OEM) of the tendered item /equipment.
- 1.2 For Item 1, The original equipment manufacturer (OEM) of tender item /equipment must be having valid **API 11 B certificate** holding continuously for last 05 years from original bid closing date of this tender. Copies of **API 11 B certificates** of the OEM shall be submitted accordingly along with the technical bid for verification.
- 1.3 For Item 1, Original Equipment Manufacturers who have successfully supplied the tendered item to Oil India Limited in the past and whose past performance has been satisfactory would be considered as established source of supply and hence need not satisfy Clause 1.2, above. In this regard, it should be mentioned in the technical bid that the OEM has supplied to OIL earlier and the relevant PO number should be provided. Moreover, the OEM should also have a valid **API 11 B certificate** at the time of submission of Technical bid and copy of relevant API certificate should be submitted along with technical bid.
- 1.4 For Item 1, The bidder shall categorically submit an undertaking in the technical bid that the OEM will ensure to keep the **API 11 B certificate**, valid continuously till completion of supply of the entire purchase order quantity, and agree that OIL reserves the right to terminate the order forthwith without thereby incurring any liability to the supplier, in case the **API 11 B certificate** becomes invalid during the execution of purchase order.

1.5 In case the bidder is quoting as agent /distributor/dealer/supply house/ wholly owned subsidiary company, the bidder should submit valid authorization certificate/letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidders' status as their authorized agent /distributor/dealer/supply house/ wholly owned subsidiary company (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.

1.6 NOTES TO BIDDER REGARDING AUTHORISATION

1.6.1 Authorization letter must be issued on the official letter head only of the OEM clearly mentioning the status of Bidder i.e., whether sole selling agent / authorized distributor / authorized dealer / authorized supply house 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. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such as the bid shall be rejected without any further reference.

1.6.2 Authorization letter issued by the OEM in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.

1.6.3 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.

2.0 EXPERIENCE CRITERIA

2.1 IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):The bidder must fulfil the following requirements

2.1.1 The bidder (OEM) should have supply experience of successfully executed at least 50% of each tendered quantity (rounded off to next higher integer) **of, Sucker Rod (with or without moulded guide) of any sizes (For Item 1) / Pumping Tee (For Item 2) / Double packing stuffing box (For Item 3)** to any E&P companies/Oil & Gas Companies or service provider to E&P Companies during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).

2.2 IN CASE THE BIDDER IS A SOLE SELLING AGENT / AUTHORISED DISTRIBUTOR /AUTHORISED DEALER / AUTHORISED SUPPLY HOUSE OF OEM: The bidder must fulfil the following requirements

2.2.1 The bidder's OEM (the Principal) should have supply experience of successfully executed at least 50% of each tendered quantity (rounded off

to next higher integer) **of, Sucker Rod (with or without moulded guide) of any sizes (For Item 1) / Pumping Tee (For Item 2) / Double packing stuffing box (For Item 3)** to any E&P companies/Oil & Gas Companies or service provider to E&P Companies during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).

2.2.2 Additionally, the bidder himself as sole selling agent/distributor/dealer/supply house should have supply experience of successfully executed at least 50% of each tendered quantity (rounded off to next higher integer) **of, Sucker Rod (with or without moulded guide) of any sizes (For Item 1) / Pumping Tee (For Item 2) / Double packing stuffing box (For Item 3)** to any E&P companies/Oil & Gas Companies or service provider to E&P Companies during last 5 (five) years as on original bid closing date of the tender, either from same OEM (the principal) or from any other OEM.

2.3 **NOTES TO BIDDER REGARDING EXPERIENCE CRITERIA** VIDE CLAUSE NO 2.1.1, 2.2.1 AND 2.2.2 ABOVE

2.3.1 The bidder shall submit details previous supply of the bidder and the principal, as and where applicable vide para 2.1.1, 2.2.1 and 2.2.2 above, in a tabular format with the following details:

- i) SL NO
- ii) Client / Customer Name and Address / E-mail address
- iii) Order No / Contract No.
- iv) Date of order
- v) Technical specifications
- vi) Quantity supplied
- vii) Completion date
- viii) Ref no of supporting document (copy to be enclosed)*
- ix) Page no & e tender file name, where the referred supporting document is available

* Supporting documents to be enclosed in support of the supply experience are as follows,

(a) Copy(ies) of Purchase Order(s) / Contract document(s), and

(b) Any of the following documents that confirms the successful execution of the order(s)-

- Performance report from the clients,
- Bill of lading,
- Delivery challan / invoice etc.
- Any other documentary evidence that can substantiate the successful execution of each of the Purchase Orders cited above.

2.3.2 For the purpose of above clauses 2.1.1, 2.2.1 & 2.2.2, the dates of Purchase Order(s)/Contract(s) need not be within 5 years preceding the original bid closing date of this tender, but execution of supply should be within 5 years preceding the original bid closing date of this tender.

- 2.3.3 Satisfactory supply / completion / installation report should be issued on client's letterhead with signature and stamp.
- 2.3.4 Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.
- 2.3.5 The bidder who fulfils relevant experience criteria as per clause 2.1.1, 2.2.1 & 2.2.2 vide execution of past orders for Oil India Limited, and their performances are found suitable, need not submit all credentials of past supply experience. For consideration of the above, the bidder has to provide a list of OIL's past purchase orders, with quantity supplied & specifications, which have been received at OIL and found suitable. It may be noted that fulfilment of required quantity for experience criteria clause no 2.1.1, 2.2.1 & 2.2.2 is a must, and only quantity received by OIL & found suitable will be considered for the purpose stated above.
- 2.3.6 Documents in any language other than English should be got translated in English and the copy of the original version English translation should be got verified from any one of the following
- i) Official of Indian Embassy / High Commission / Consulate General situated in the country where language has been translated.
 - ii) Official of Embassy / High Commission / Consulate General of the country where language has been translated, in India.

(A.2) BRC - FINANCIAL:

1.0 The bidder shall have an annual financial turnover from Operations equal to minimum **INR 9.20 Lakhs** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

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

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

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

3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding

the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking **(PROFORMA - 6)** certifying that 'the balance sheet/Financial Statements for the financial year (as applicable) has actually not been audited so far'.

Note:

a) For proof of Annual Turnover & Net worth any one of the following document 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 – 7)**

OR

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

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

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

5.0 In case the Bidder is subsidiary company (should be 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 A.2 (1.0) above.

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

(iii) Corporate Guarantee (PROFORMA - 8) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

(iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

ANNEXURE-IV - TECHNICAL & COMMERCIAL CHECKLIST

A. TECHNICAL CHECKLIST:

B. COMMERCIAL CHECKLIST:

<u>Sl No.</u>	REQUIREMENT	Bidders reply
1.0	Whether quoted as manufacturer?	
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	
2.1	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 ?	
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
2.3	Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.	
2.3.1	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.	
2.3.2	Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)	
3.0	Name of Manufacturer.	
4.0	Place of Despatch.	
5.0	Local content amount and percentage. Details of locations at which the local value addition is made.	
6.0	Whether you are quoting under PPP-MII or MSME policy.	
7.0	Whether Integrity Pact with digital signature uploaded (if applicable as per Additional Terms	

	and Conditions) ?	
7.1	Whether all the clauses in the Integrity Pact have been accepted?	
8.0	Name, Address, Phone No & E-mail id of Bidder.	
8.1	Bank details of Bidder.	
9.0	Whether indicated 'Local Content' required as per PPP-MII Policy?	
9.1	Whether indicated the import content in Price Bid?	
10.0	Whether Bid security submitted as per NIT.	
11.0	Whether confirmed acceptance of PBG clause (@3%) as per NIT	
12.0	Guarantee/Warranty Terms	
13.0	Whether Proforma-1, Proforma-2, Proforma-3, Proforma-4, Exhibits-I, II & III, Proforma-6, Proforma-7 & Proforma-C are uploaded.	

ANNEXURE V - SPECIAL NOTES TO BIDDERS.

- 1.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @ 12 % (for indigenous bidder) will be applicable as per Govt. Policy in vogue.
- 2.0 **Successful bidder shall arrange to provide all necessary documents (Proforma invoice etc.) to OIL for applying Essentiality Certificate atleast 1 month prior of despatching the items. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.**
- 3.0 Bidder to categorically confirm under which policy i.e. MSME or PPP-MII, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. No benefit will be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

In case of tenders for Iron & Steel products as per DMI & SP policy, only the eligible bidders meeting the requisite criteria as per the DMI & SP policy shall be considered for further technical evaluation. Availing the benefit of Purchase Preference and awarding of eligible tendered quantity after price matching shall be considered based on Bidder's declaration of availing of PPP-MII or MSME policy only.

4.0 **Guarantee/ Warranty:**

Goods, materials or plant (s) to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 12 months from the date of despatch/shipment against defects arising from faulty materials, workmanship or design. Defective goods/ materials or parts notified, if any, on receipt by the Purchaser shall be made good of immediately by the Seller through Free of Charge (FOC) replacement on DDP destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

In case of repair / replacement, Vendor shall extend the warranty of such part further for a period of 12 (Twelve) months from the date of supply of repaired/replaced material.

- 5.0 Bidders shall submit their offer mentioning pointwise compliance / non-compliance 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.
- 6.0 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 (1H) 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 ... 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 (1H) of Income tax Act, 1961.

7.0 **BID SECURITY:**

All the Bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format (as per enclosed PROFORMA – 1) as Bank Guarantee (BG) or Online payment. (Kindly refer GeM GTC for details).

In case of Bid Security submitted in the form of Bank Guarantee, Scanned copy of Bank Guarantee shall be uploaded by Seller in the online bid and hard copy of the Bank Guarantee will have to be submitted directly to the Buyer **within 07 days** of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller. The Original Bid Security shall be submitted manually in sealed envelope super scribed with tender no. and due date to: **GM- MATERIALS, MATERIALS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN- 786602, ASSAM.**

Whereas in case of Online payment of Bid Security, bidder shall submit Online transaction details to OIL as proof of submission of Bid security in the online bid. 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

- 7.1 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.
- 7.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.
- 7.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

- 7.4 Bank Guarantee with condition other than those mentioned in OIL's prescribed format / GeM Bank Guarantee format shall not be accepted.
- 7.5 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.
- 7.6 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 7.7 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.
- 7.8 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 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.
- 7.9 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	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	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.

- 7.10 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.

7.11 The Bid Security will be forfeited:

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

OR

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

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

7.13 **For timely return of Bid Security**, bidders shall submit following details alongwith 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 duly endorsed by bank (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.

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

8.0 **PERFORMANCE SECURITY**

8.1 **Performance Security:** Performance Security @ 10 % of PO value shall be submitted in the form of a Bank Guarantee/Letter of Credit/ Demand Draft within 30 days of notification of purchase order/contract as per the format prescribed vide **PROFORMA - 6**. Validity of the performance security shall be 03 (three) months beyond the PO warranty period (i.e. **15 months from the date of order**).

8.2 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.

8.3 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.

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

8.5 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.

8.6 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.

- 8.7 The Performance Security specified above must be valid for three (3) months beyond the Warranty Period (if any) indicated in the Purchase Order/Contract agreement. 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.
- 8.8 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.
- 8.9 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.
- 8.10 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 LOI/Purchase Order issued/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.
- 8.11 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:

(iii) MT 760/MT 760 COV for issuance of bank guarantee.

(iv) 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	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	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.

8.12 In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.

8.13 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).

9.0 As per delivery terms & conditions of GeM Contract, unloading of consignment at site (Destination) is in supplier's scope. However, considering the safety aspect in unloading of tubulars (casing, tubing, line pipe), following shall be the scope of unloading at destination (Duliajan).

(I) For the cases where Tubular Consignment is Received at Destination (Duliajan) through Rail: Unloading of Tubular from Railway Wagons at Destination (Duliajan) shall be completely in OIL's scope.

(II) For the cases where Tubular Consignment is Received at Destination (Duliajan) through Road: Supplier shall depute unloading Crew at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. OIL shall provide Crane for unloading of tubulars. It will be responsibility of the Crew deputed by the supplier 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 the 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 tubulars 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.

9.1 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.

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

10.1 **Manufacturer QAP for Third Party Inspection to be submitted by the bidder.**

- 10.2 **Bidder shall clearly indicate in the Technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order along with detailed address, name of contact person & contact details, if any.**
- 10.3 Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of receipt of Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to OIL at least **15 days in advance** specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by any of OIL nominated TPI Agency viz. LRQA (Formerly **LRQA (Formerly Lloyds)**), Bureau Veritas, RITES, IRCLASS and DNV-GL.
- 10.4 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.
- 10.5 The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.
- 10.6 Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.
- 10.7 The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.
- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 Third party inspection of items will be carried out by any of the OIL's approved TPI agencies indicated below which shall be after placement of order:
- (i) M/s LRQA (Formerly Lloyds)
 - (ii) M/s Bureau Veritas
 - (iii) M/s RITES
 - (iv) M/s IRCLASS
 - (v) M/s DNV-GL
- 10.12 In the event of order, the following documents are to be submitted to Materials dept., Oil India Limited, Duliajan, Assam - 786602:

- (i) Original Mill Test Certificate.
- (ii) Original Tally Sheet duly sealed and signed by TPI & Manufacturer.
- (iii) Original Certificate of Compliance from the Manufacturer
- (iv) Warranty/ Guarantee certificate
- (v) TPI Declaration Certificate as per **PROFORMA-C**

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

- 11.1 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.
- 11.2 Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.
- 11.3 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)	To concerned finance official of Oil India Limited	<ul style="list-style-type: none"> 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) TPI Declaration as per Proforma C enclosed. (Original). vii) Copy of Tax Invoice. viii) Copy of packing list. ix) Documentary evidence of payment of Customs Duty, if any.
B)	To concerned Receiving section official of Oil India Limited	<ul style="list-style-type: none"> 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) Third Party Inspection certificate, if any (Original). vii) TPI Declaration as per Proforma C Enclosed-One Copy. viii) Warranty Certificate (Original)
C)	To concerned Purchase section official of Oil India Limited	One set consisting copies of all the documents as mentioned in (B) above.

Note: Where payment term is after receipt and acceptance of materials, the complete set of documents meant for Chief General Manager (A/P) as indicated in para 29.3 (I) (A) should be submitted to Dy. General Manager Materials (Receiving).

12.0 Restrictions on procurement from a bidder of a country which shares a 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.

Bidders must submit duly sealed & signed undertaking as per format provided vide, "Exhibits - I, II & III" along with the technical bid.

- 1.0 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.
- 2.0 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any 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.
- 3.0 "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 A natural person who is a citizen of such a country; or
 - f. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 4.0 The beneficial owner for the purpose of para 3.0 above will be as under:
 - 4.1 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.
- 4.2 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;
- 4.3 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;
- 4.4 Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 4.5 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.
- 5.0 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6.0 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.
- 7.0 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.
- 8.0 Undertaking regarding compliance: The bidders are required to provide undertakings as per **Exhibits - I, II & 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.

13.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

"Banning Policy dated 17th March, 2023 as uploaded in OIL's website (www.oilindia.in) in line the provisions of Office Memorandum no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India 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.”

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.

14.0 INTEGRITY PACT FOR TENDERS VALUING MORE THAN RS 50.00 LAKHS.

The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA - 7** 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 has been signed by the bidder’s authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

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

SHRI RAM PHAL PAWAR, IPS (Retd.),
Former Director, NCRB, MHA
E-mail IDs: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in

SHRI OM PRAKASH SINGH, IPS (Retd.),
Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com

DR. TEJENDRA MOHAN BHASIN, Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

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

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.

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 SET-OFF:

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

17.0 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:

If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA - 5** along with their offer failing which their offer shall be liable for rejection.

ANNEXURE-VI - PROFORMAS TO BE SUBMITTED BY BIDDERS

PROFORMA - 1

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

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. 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.*

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD****TO WHOM IT MAY CONCERN**

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

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

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

Place:

Date:

Seal:

Membership No.:

Registration Code:

Signature:

***Applicable for Global Tenders.**

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

**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)	for and on behalf of (Bidder)
<u>Witness:</u> 1. 2.	<u>Witness:</u> 1. 2.

----- X -----

**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,

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

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

Sir,

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

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

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

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

Signature of Authorised Signatory

Name :
Designation :
Phone No.
Place :
Date :

(Affix Seal of the Organization here, if applicable)

**FORMAT OF PERFORMANCE BANK GUARANTEE
(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE
SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)**

To,
M/s. OIL INDIA LIMITED,
CONTRACTS/MATERIALS/PROJECTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN – 786602

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

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

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

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

This guarantee is valid until the _____ day of _____

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

A. Issuing Bank:

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall 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 _____

-----X-----

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts/Materials/Projects 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: 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

MODIFIED IP DOCUMENT DATED 28.03.2023

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental 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 and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (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 or the contract execution.
- (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/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (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/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (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/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (3) The Bidder/Contractor 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 or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 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/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **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. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

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) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the

liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor 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 external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. **However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.**

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor 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 would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

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. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

TUHIN ROY Date: Place: Duliajan For the Bidder/Contractor Witness 1: Witness 2:
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PROFORMA - C

Declaration Certificate

By

**Third Party Inspector
(OIL Approved wherever TPI inspection is required)**

This is to certify that following material and quantity offered to us for inspection by M/s..... has been inspected by us as per scope of inspection mentioned in purchase order no..... Dated of OIL INDIA LTD and cleared by us for despatch to the Purchaser.

Material:
Quantity Passed:
Certificate No.:
Issued by us.

Signature of Third Party
Seal

Format for Undertaking by Bidders towards compliance of Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India

Exhibit - I

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

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)

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

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)

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY

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)
