



ऑयल इंडिया लिमिटेड

( भारत सरकार का उद्यम )

**Oil India Limited**

(A Government of India Enterprise)

Materials & Contracts Department

(Rajasthan Project)

02-A, District Shopping Centre,

Saraswati Nagar, Basni

Jodhpur – 342 005

Rajasthan, India.

Phone -0291-2729472

Fax : 0291-2727050

Email: anitadam@oilindia.in

**FORWARDING LETTER**

Date : 22.10.2016

**M/s** \_\_\_\_\_

**SUB : IFB No. CJI-2499-P17 FOR FOR SALE OF HEAVY CRUDE OIL FROM WELL AT BAGHEWALA & PUNAM FIELD OF OIL-RAJASTHAN PROJECT FOR A PERIOD OF ONE (01) YEAR WITH A PROVISION OF EXTENSION BY ANOTHER SIX (06) MONTHS OR PART THEREOF.**

Sirs,

We enclose a complete set of Tender Document in respect of our invitation for bids for Sale of Heavy Crude Oil produced in the oilfields of Oil India Limited in its Rajasthan Project. For your ready reference, few salient points (covered in details in this Bid Document) are highlighted below:

- |                                      |   |  |
|--------------------------------------|---|--|
| i) Tender No. / IFB No.              | : | CJI2499P17   |
| ii) Tender Fee                       | : | ₹ 1000.00 (Non-refundable)<br>[PSUs and MSE are exempted]  |
| iii) Type of Bidding                 | : | Single Stage Two Bid System  |
| iv) Bid Closing Date & Time          | : | <b>06.12.2016 at 11:00 Hrs. IST</b>  |
| v) Technical Bid Opening Date & Time | : | <b>06.12.2016 at 15:00 Hrs IST</b>   |
| vi) Price Bid Opening Date & Time    | : | Will be intimated to the qualified bidders nearer the time.  |
| vii) Bid Submission Place            | : | OIL INDIA LIMITED<br>2A, Saraswati nagar<br>District Shopping Centre, basni<br>Jodhpur-342005<br>RAJASTHAN |
| viii) Bid Opening Place              | : | Office of Chief Manager (M&C)<br>OIL INDIA LIMITED, Jodhpur  |
| ix) Bid Security                     | : | ₹ 9,25,000.00 (non-interest bearing)<br>[PSUs and MSE are exempted]  |

- x) Performance Security Deposit : @ 10% of the estimated annualized contract cost (non-interest bearing)
- xi) Bid Validity : 120 Days from date of technical bid opening.
- xii) Duration of the Contract : One (01) year from the date of commencement of contract with provision for extension by another six (06) months or part thereof at same rates, terms and conditions at OIL's option.
- xii) Liquidated Damage : Equivalent to the price of 12 MT of Heavy Crude Oil per week or part thereof subject to a maximum of 7.5% of the total value of the contract.

Yours faithfully,  
OIL INDIA LIMITED

(Anita Dam)  
Chief Manager (M&C)  
For DGM-Services  
For Executive Director (RP)  
Rajasthan Project

## **PART-1**

### **SECTION – I**

#### **INVITATION FOR BIDS**

1.0 Oil India Limited (OIL), Rajasthan Project invites competitive ON-LINE Bids under Single Stage Two Bid System from eligible indigenous bidders having requisite experience and statutory clearances for Sale of Heavy Crude Oil produced in Baghewala & Field for a period of 01 (one) year with a provision for extension by another one year at the same rates, terms and conditions through its e-Procurement portal - <https://etender.srm.oilindia.in/irj/portal>

- 1.1 Tender No. / IFB No. : **CJI2499P17**
- 1.2 Bid Closing Date & Time : **06.12.2016 (11:00 Hrs. IST)**
- 1.3 Tender Fee : **INR 1,000.00 (Non-refundable)**
- 1.4 Bid Security : **INR 9.25 Lakh (Non-interest bearing).**
- 1.5 Quantity of Heavy Crude Oil available for sale: Approx. 165 MT per month

2.0 Tender Document will not be issued physically by the Company. The interested Bidders must submit their applications showing full address (including e-mail ID) along with the non-refundable Tender Fee (excepting PSUs and MSE Unit) in the form of a Banker's Cheque/Demand Draft in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M&C), OIL INDIA LIMITED, 2A, DISTRICT SHOPPING CENTRE, SARASWATI NAGAR, BASNI, JODHPUR-342005, RAJASTHAN (INDIA) between **02.11.2016 and 29.11.2016** i.e., one week prior to the scheduled Bid Closing date & time. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and he/she will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using 'Guest Login' provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.** The link to e-procurement portal has also been provided through OIL's website [www.oil-india.com](http://www.oil-india.com).

Tender Fee may also be paid online upto one week prior to the bid closing date (or as amended in e-portal).

#### **NOTE:**

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

3.0 OIL reserves the right to refuse issuance of USER-ID and PASSWORD to such parties even on payment of Tender Fee, about whose competence OIL is not satisfied. The Company's decision in this regard shall be final.

4.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at [www.oil-india.com](http://www.oil-india.com):-  
**(END OF SECTION – I)**

## **PART-1**

### **SECTION - II**

#### **INSTRUCTIONS TO BIDDERS**

##### **A. INTRODUCTION**

1.0 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprises, is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil from Bikaner-Nagaur basin of Western Rajasthan in India. The Project Office of OIL at Jodhpur is well connected with Road, Rail & Air. This tender is floated for inviting bids from eligible Indian Bidders for sale of heavy crude oil generated in Baghewala & Punam Field of the Company.

##### **2.0 COST OF BIDDING**

2.1 The bidder shall bear all costs associated with preparation and submission of its bid, and OIL INDIA LTD. hereinafter referred to as "Company", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

##### **B. THE BID DOCUMENTS**

##### **3.0 BID DOCUMENTS**

3.1 The product for sale, bidding procedures and Contract terms are prescribed in this Bid Document. This Bid document includes the following:-

- a) A Forwarding Letter highlighting the following points amongst others:
  - i) Enquiry Number of Oil India Limited
  - ii) Tender Fee
  - iii) Bid closing date and time
  - iv) Bid opening date, time and venue
  - v) Bid security
  - vi) Security Deposit
  - viii) Quantum of liquidated damages for default in timely upliftment of Heavy Crude Oil
- b) Invitation for Bids (Part-1, Section - I)
- c) Instructions to Bidders (Part-1, Section - II)
- d) Characteristics of Heavy Crude Oil (Part 1, Section III)
- e) Bid Evaluation Criteria (Part-2, Section-I)
- f) Statement of Compliance (Part-2, Section-II, Proforma-I), Price Bid Format (Part-2, Section-II, Proforma-IIA & IIB), Integrity pact (Part-2, Section-II, Proforma-III)
- g) Conditions of Agreement (Part-3, Section-I)
- h) Bid Form (Part-3, Section-II)
- i) The Bid Security (BG) Form (Part-4, Proforma-A)
- j) The Performance Security/Security Deposit (PBG) Form (Part-4, Proforma-B)
- k) Undertaking (Part-4, Proforma-C) & Indemnity Bond (Part-4, Proforma-D)
- l) Declaration of Relatives (Part-4, Proforma-E)
- m) Authorisation for attending opening of bid (Part-4, Proforma-F).
- n) Proforma Letter of Authority (Part-4, Proforma-G)
- o) Weighment system/Delivery Procedure (Part-4, Annexure-I)

- p) General HSE Points (Part-4, Appendix-A)
- q) Procedure for obtaining labour license (Part-4, Appendix-B).

3.2 The bidder is expected to examine all instructions, forms, terms and specifications included in the Bid Document. Failure to furnish all information required in the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and responsibility and may result in rejection of its Bid.

#### **4.0 CLARIFICATIONS ON BID DOCUMENT**

4.1 A bidder requiring any clarification on the Bid Document may notify the Company, in writing at the Company's mailing address indicated in the Forwarding Letter. The Company will respond in writing to any request for clarification of the Bid Document which it receives not later than 10 days prior to the deadline for the submission of Bids prescribed by the Company.

#### **5.0 AMENDMENT OF BID DOCUMENT**

5.1 At any time prior to the deadline for submission of Bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Document through an Addendum/Amendment.

5.2 The Addendum/Amendment will be uploaded in OIL& e-Portal in the Amendment folder under Technical RFX tab. Prospective Bidders (to whom Company issues the USER-ID & PASSWORD), shall also be intimated about the amendments through e-mail/fax/courier etc. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum/Amendment into account in preparation of their bid or for any other reason. Bidders shall also check OIL& E-Tender portal for any amendments/addendums to the bid documents before submission of their bids.

### **C. PREPARATION OF BIDS**

#### **6.0 LANGUAGE OF BID**

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged by the bidder and the Company shall be written in English language, except that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent pages in which case, for purposes of the interpretation of the Bid, the English translation shall govern.

#### **7.0 DOCUMENTS COMPRISING THE BID**

7.1 The bid to be submitted by the Bidder through e-tender portal shall comprise the following components:

### **I. TECHNICAL BID**

- i) The Complete Bid Document signed on each page by the authorized signatory of the bidder (without mentioning the price offered.)
- ii) Relevant information/documents required to be furnished/submitted as per the Bid Evaluation Criteria set forth in the Bid Document.
- iii) Any exception the bidder wishes to take to the conditions of agreement excepting

those referred in bid evaluation criteria (BEC) (ref. Part-2, Section-I). However, any such exceptions must be resolved mutually before opening of price bid. Request for any exceptions/ deviations to BEC will not be entertained.

- iv) Bid Security (scanned copy) furnished in accordance with paragraph 11.0 (Part-1, Section- II).
- v) Statement of compliance as per Part-2, Section-II, Proforma 6 I.
- vi) Duly signed Integrity Pact as per Part-2, Section-II, Proforma-III.
- vii) Dully filled up and signed Bid Form as per Part-3, Section-II
- viii) All other Annexure, Proforma and Documents as required in the Tender

## **II. COMMERCIAL (PRICED) BID**

Rates and prices to be quoted as per attached format under Notes and Attachment tab in OIL's e-portal and completed in accordance with Clause No. 8.0 herein below.

- (i) PROFORMA-IIA & IIB. (ii) All other commercial terms related to the bid

### **8.0 MINIMUM BID PRICE**

8.1 The Company has fixed a minimum basic price of INR 16,618.00 (Rupees Sixteen Thousand Six Hundred Eighteen) per MT (exclusive of Royalty, CESS, NCCD, Sales Tax and other Govt. levies prevailing at the time of sale of the product which will be payable extra by the purchaser). The Company reserves the right to reject any or all offers if it considers the quoted rates as not reasonable. Prices must be quoted by the Bidders online in Indian Rupees (INR) strictly as per Price Bid Format (Part-2, Section-II, PROFORMA-IIA & IIB) available in OIL's E-Portal.

8.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

### **9.0 CURRENCIES OF BID**

9.1 As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in Indian Rupees only..

### **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

10.1 Bidders must submit the relevant documents as called for in the Bid Rejection Criteria (BRC) of the Bid Document to qualify for the tender.

### **11.0 BID SECURITY**

11.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number **CJI2499P17** and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned

copy of this document should also be uploaded along with the un-priced Technical Bid on e-portal.

Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.

11.2 Pursuant to paragraph 7.0 (Part-1, Section-II), the Bidder during online submission of its bid shall furnish as part of its Technical un-priced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".

11.3 The Bid Security is required to protect the Company against the risk of bidder's conduct which would warrant the forfeiture of security pursuant to sub-paragraph 11.8 hereunder (Part-1, Section-II).

11.4 The Bid Security shall be denominated in the currency of the Bid, and shall be in the following forms:

a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Part4, Proforma-A for the format) and valid for **90 days beyond the validity of the Bid**. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India.

b) A Cashier's/ Bankers Cheque or Demand Draft drawn on OIL INDIA LIMITED and payable at Jodhpur, Rajasthan (India).

11.5 Any Bid not secured in accordance with above-mentioned sub paragraphs will be rejected by Company as non-responsive, pursuant to paragraph 20.7 (Part-1, Section - II).

11.6 Unsuccessful bidder's Bid Security will be discharged and/or returned as promptly as possible but not later than 30 days after the expiry of Bid validity prescribed by Company, pursuant to paragraph 12.0 (Part-1, Section-II).

11.7 The successful bidder's Bid Security will be discharged upon the bidder's signing of the contract and furnishing the Security Deposit

11.8 The Bid Security will be forfeited:-

a) If a bidder withdraws its Bid during the period of Bid validity (including any subsequent extension) specified by the bidder on the Bid Form, or

b) If a successful bidder fails:

i) to sign the Contract within reasonable time and within the period of bid validity or after acceptance of Letter of Award, and/or,

ii) to furnish Security Deposit.

c) If the bidder furnishes fraudulent document/information in their bid.

**NOTE: Public Sector Undertakings and MSE Units as per Govt of India guidelines are exempted from submitting bid securities (Earnest Money Deposit) against this tender, subject to furnishing valid certificates.**

## **12.0 PERIOD OF VALIDITY OF BIDS**

12.1 Bids shall remain valid for **120 days** after the date of Technical Bid opening prescribed by Company. A Bid valid for a shorter period will be rejected.

12.2 In exceptional circumstances, Company may solicit the bidder's consent to an extension of the period of bid validity. The request and responses thereto shall be made in writing (by Fax, Letter or email). The Bid Security provided under above mentioned paragraph 11.0 shall also be suitably extended. However, a bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will neither be required nor permitted to modify its Bid but shall arrange suitable validity extension of its bid security provided under para 11.0 above.

## **13.0 FORMAT AND SIGNING OF BID**

13.1 As the Bids are to be submitted ON-LINE with digital signature, manual signature is not required.

## **D. SUBMISSION OF BIDS**

### **14.0 ON-LINE SUBMISSION:**

14.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.

14.2 The Rates/Prices along with price related conditions should be filled in the Price-Bid Format and uploaded under the "Notes & Attachment" tab. All other techno-commercial documents other than the cost details to be submitted with un-priced bid as per tender requirement placed in the "un-priced" bid folder. No rate/price should be entered in Technical Bid; otherwise the offer will be rejected.

14.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

14.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of "Class-3" with Organization name, the bid will be rejected.

14.5 The Tender is invited under SINGLE STAGE TWO-BID SYSTEM. Therefore, the Bidder has to submit both the "TECHNICAL" and "PRICE" bids through electronic form in OIL's e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Techno-Commercial Unpriced Bid with all technical related documents related to the tender is to be submitted in the Technical RFx Response-> User -> Technical Bid only. The "TECHNICAL/UNPRICED BID" shall contain all techno-commercial details except the prices. Please go through the help document provided in OIL's e-Portal in details before uploading the document.



14.6 **Details of prices as per Price Bid format (Part-2, Section-II, Proforma-IIA & IIB) can be uploaded as Attachment in the attachment link below tendering text in the attachment option under “Notes & Attachments”. A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected. Please note that no price details should be uploaded in Technical RFX Response, otherwise the offer will be rejected.**

**Display RFX Response:**

Go to this Tab “**Technical RFX Response**” for Uploading “Technical/ Unpriced Bid”.

Go to this Tab “**Notes and Attachments**” for Uploading “Priced Bid” files.

RFX Response Number 60006452 RFX Number TEST2 Status Submitted  
RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version 1

Basic Data Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name	Valid fr
The table does not contain any data			

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Technical/ Unpriced Bid” and “Priced Bid” in the places as indicated above:

**Edit RFX Response:**

Bid on “EDIT” Mode

Submit Read Only Print Preview Check Technical RFX Response Close Save Verify signature of Response Sign Response

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFx Information Items **Notes and Attachments** Conditions Summary Tracking

Area for uploading Technical/ Unpriced Bid\*

Area for uploading Priced Bid\*\*

Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

**Note :**

\* The Technical/Un-priced Bid shall contain all techno-commercial details **except the prices.**

\*\* The Price bid must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

**SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

14.7 In Technical Bid Opening, only the **Technical RFX Response** will be opened. **Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer.**

**NB:** All the Bids must be digitally signed using Class-3 digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

14.8 **The Integrity Pact is applicable against this Tender.** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed herewith to 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 their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

14.9 OIL has appointed Shri Rajiv Mathur, IPS(Retd.) and Shri Satyananda Mishra, IAS(Retd.) as Independent External Monitor (IEM) to oversee implementation of the Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter related to this IFB at the following addresses :

1. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
2. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)

14.10 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A- District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005,

Rajasthan, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) The Original Bid Security
- (ii) Power of Attorney for Signing the Bid
- (iii) Other documents required to be submitted in original as per tender requirement, if any.

#### **15.0 DEADLINE FOR SUBMISSION OF BIDS**

15.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M&C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

**15.2 No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.**

#### **16.0 EXTENSION OF BID SUBMISSION DATE/TIME:**

16.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change due to non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.

16.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.

16.3 In case of extension of Bid Closing Date of the Tender where a Bidder has already submitted his Bid with requisite Bid Security and Bid Validity within the original Bid Closing Date, such bidders will be asked to confirm extension of their Bid Security and Bid Validity after opening the Bids. Offers from such Bidders will be considered if they extend Bid Security and Bid Validity for the corresponding period of extension of Bid Closing date upon request from OIL. Otherwise the bid will be rejected.

#### **17.0 FORMAT OF BID SUBMISSION:**

17.1 Bids are to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.

17.2 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document. Bidders are requested to state their compliance/non-compliance to tender clauses as per Part-2, Section-II, PROFORMA-I.

#### **18.0 LATE BIDS**

18.1 Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. The Company will not be responsible for any failure to upload the Bids due to last minute rush or due to any reason.

## 19.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred for a period of two(02) years from participation in future tenders of OIL.

## E. **BID OPENING AND EVALUATION**

### 20.0 **OPENING OF BIDS BY THE COMPANY**

20.1 The Company will open the Bids, including submissions made pursuant to para 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorization letter (format enclosed) from the bidder at the time of opening of tender. Unless this Letter is presented, the representative will not be allowed to attend the tender opening. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. **Only one representative against each bid will be allowed to attend.**

20.2 Bid (if any) for which an acceptable notice of withdrawal is received pursuant to above-mentioned clause 19.0 shall not be opened. On opening the remaining bids, the Company will examine the same to determine whether these are complete, requisite Bid Securities have been furnished, documents have been properly signed and the Bids are generally in order.

20.3 At bid opening, the Company will announce the Bidders' names, written notifications of bid withdrawal, if any, and such other details including submission of requisite Bid Security etc. as the Company may consider appropriate.

20.4 The Company shall prepare, for its own records, Minutes of Bid Opening including the information disclosed to those present in accordance with above sub-clauses.

20.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidders for clarifications on their bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. **Bidder shall mention the name, designation, address, e-mail & fax number of the contact person authorized for providing clarifications on their bids.** All the clarifications shall be in writing and duly signed by authorized person. Clarification through e-mail should also be signed, scanned and sent followed by confirmation in hard copy. Bidder must respond to clarification within the time limit as given by the Company.

20.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way

with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.

20.7 A Bid determined as not substantially responsive will be rejected by the Company and cannot subsequently be made responsive by the Bidder through corrections of the non-conformities.

20.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

#### **21.0 OPENING OF PRICED BIDS :**

21.1 The Company will open the Price Bids of the technically qualified Bidders on a specific pre-determined date in presence of representatives from the interested qualified bidders. Technically qualified Bidders will be intimated about the price bid opening date in advance.

21.2 The Company will examine the Price Bids to determine whether they are complete, any computational errors have not been made, the documents have been properly signed, and the bids are generally in order.

21.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his/her bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

#### **22.0 EVALUATION AND COMPARISON OF BIDS:**

22.1 The Company will evaluate and compare the Price Bids as per Bid Evaluation Criteria (Part-2, Section-I) of the tender document.

#### **23.0 CONTACTING THE COMPANY**

23.1 Except as otherwise provided in paragraph 19.0 hereinabove, no bidder shall contact the Company on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded except as required by the Company vide para 20.0

**23.2 Any effort by a bidder to influence the Company in Company's Bid evaluation, Bid comparison or Contract award decisions, may result in rejection of that bidder's Bid.**

#### **F. AWARD OF CONTRACT**

##### **24.0 AWARD CRITERIA**

24.1 The Company will award the Contract to the bidder, whose Bid has been determined to be substantially responsive and to have offered the lowest evaluated cost, provided further that the bidder is determined by the Company to be qualified to perform the Contract satisfactorily.

## **25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

25.1 The Company reserves the right to accept any bid and to reject any or all bids and /or to annul the bidding in entirety, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the grounds for Company's action.

## **26.0 NOTIFICATION OF AWARD OF CONTRACT**

26.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful bidder in writing by registered letter or fax to be confirmed in writing by registered /couriered letter that their Bid has been accepted.

**26.2 The notification of award will constitute the formation of the Contract.**

## **27.0 SIGNING OF CONTRACT**

27.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the Contract or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of agreement, Price Schedules and all other relevant documents.

27.2 Within 15 days of receipt of the Draft Contract document, the successful bidder shall depute their authorized person having Power of Attorney to OIL's office at Jodhpur to sign the Contract or shall return it to Company with their comments on it, if any.

## **28.0 SECURITY DEPOSIT:**

28.1 Within 30 days of issue of notification of award (LOA) from the Company, the Purchaser shall either deposit an amount specified in the Forwarding Letter of the bid documents as interest free Security Deposit or provide an irrevocable Bank Guarantee for that amount in the prescribed format provided with the bid document or in any other form acceptable to the company from a scheduled bank. The Bank Guarantee may be invoked either in part or full by the company as compensation for any loss resulting from Contractor's (Purchaser's) failure to fulfill its obligations under the contract..

28.2 The Bank Guarantee should be allowed to be encased at all branches within India.

28.3 The Security Deposit specified above must be valid upto 90 days (to lodge claim, if any) beyond the date of expiry of the contract. In case the period of the contract is extended as per the provisions of the contract, the Security Deposit (Bank Guarantee) should also be extended accordingly i.e. upto 90 days beyond the date of expiry of the contract for the extended period. The Security Deposit shall accrue no interest.

28.4 The amount of Security Deposit will be returned to the Contractor 2(two) months after successful completion of the Contract. However, the Company has the liberty to adjust the Security deposit for recovering any amount due from the Contractor.

28.5 Upon the successful bidder's furnishing of Security Deposit, the Company will promptly notify each unsuccessful bidder and will discharge their Bid security, pursuant to paragraph 11.0 of Section-II, hereinabove.

28.6 Failure of the successful bidder to comply with the requirements of paragraph 27.0 or 28.0 herein above shall constitute sufficient grounds for the annulment of award of Contract and forfeiture of the Bid Security, in which event Company may award the Contract to the next evaluated bidder or call for fresh bids or negotiate with the next highest bidder as the case may be.

**28.7 INVOCATION OF PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT):**

(a) In the event of Purchaser failing to honour any of the commitments entered into under the Contract and/or in respect of any amount due from the Purchaser to the Company, the Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.

**29.0 BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years.

**30.0 BACKING OUT BY H-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the H1 bidder or the Security Deposit is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall then be forfeited and the firm shall be debarred for 2 (two) years from the date of default.

**31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Security Deposit shall be forfeited/retained and the party will be debarred for period of 3 (three) years from date of detection of such fraudulent act, besides the legal action.

**32.0 DEIVERY OF HEAVY CRUDE OIL:**

The Heavy Crude Oil shall be delivered as produced to the Purchaser at Baghewala & Punam Well in Jaisalmer District of Rajasthan (Nearly 300 KM from Jodhpur). Delivery of Heavy crude oil will be against advance payment only.

**33.0 LIQUIDATED DAMAGES:**

Heavy Crude Oil will be made available to the Purchaser as produced at Baghewala & Punam wells of the Company. Due to limitation in Storage Tanks, failure to lift in time shall cause Shut down of the production of heavy oil. Hence, the Purchaser will be required to ensure uninterrupted lifting of Heavy Crude Oil. The Purchaser will be required to place the tanker/bowser at Baghewala & Punam for lifting of Heavy Crude Oil after completing all formalities within 10 (Ten) days of Company's notice in writing through fax/letter/email. The bowser must fulfil the statutory requirements of Oil Field Operations like earthing provisions, flame arrestor in the exhaust pipe etc. In case of non-compliance of the same resulting in shut-down of production through wells, the Company will reserve the right to impose Liquidated Damages equivalent to the price of 12 MT of Heavy Crude Oil per week or part thereof subject to a maximum of 7.5% of the total value of the contract. Also, the Company will be at liberty to dispose the Heavy Crude Oil to any other purchaser to continue uninterrupted production of Heavy Crude Oil and loss suffered by the Company due to this will be recoverable from the purchaser.

**34.0 SECRECY OF BID DOCUMENT**

Bidders shall not disclose the Bid document or any contents thereof, or any specification, plan, drawing, pattern, information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by the Bidder without prior permission of the Company. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.

35.0 **SET OFF CLAUSE** : Any sum of money due to and payable to the Contractor (Purchaser) (including Security Deposit refundable to them) under this or any other contract may be appropriated by the Company (OIL) and set off against any claim of the Company (OIL) (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any contract made by the Contractor with the Company (OIL) (or such other person or persons contracting through the Company).

**36.0 OTHER CONDITIONS: `**

- 36.1 Employees of Oil India Limited are prohibited from quoting against this tender directly and also indirectly through a third party on their behalf.
- 36.2 The bidder must declare the particulars of relatives which include spouse, sons/daughters, brothers/sisters, first cousins/uncles and their spouses working in Oil India Limited, if any, in Proforma-E.
- 36.3 The bidder must give undertaking and indemnity bond in the enclosed Proforma C & D
- 36.4 Any dispute arising out of this tender will be subject to the jurisdiction of the court of Jodhpur.
- 36.5 OIL reserves the right to accept or reject any offer without assigning any reason whatsoever. Oil India Limited's decision in this regard shall be final.
- 36.6 To establish the credentials of the bidder, the plant may be inspected by O.I.L.'s representatives and verify authenticity of documents etc. prior to award of contract.

**37.0 EVALUATION OF OFFERS:**

The Bids will be evaluated as per Bid Rejection Criteria and Bid Evaluation Criteria detailed in Part-2, Section-I.

38.0 General Health, Safety and Environment aspects will be as per the terms set forth in Part- 4, Appendix-A.

39.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in Part-4, Appendix-B.

**--- END OF SECTION-II ---**



**PART-1**

**SECTION – III**

**CHARACTERISTICS OF OIL's HEAVY CRUDE OIL**

<b>Characteristics</b>	<b>As such</b>
Density, 15°C, kg/liter	0.9323
Specific Gravity at 60/60°F	0.9328
Gravity °API at 60°F	20.19
Reid vapor pressure at 37.8°C	
kg/Cm <sup>2</sup>	0.060
K Pa	5.9
Viscosity, Kinematic, cSt, at 40°C	2825.31
Pour point, °C	-12
Salt content, Lb/1000 bbl (PTB)	1.3
Sulfur, Total, % wt.	1.12
Micro Carbon residue, % wt.	10.46
Asphaltene content, % wt.	7.25
Wax content, % wt.	1.1
Sediment & water (BS&W), % vol.	1.0
Water content, % vol.	0.4
Total acid value, mg KOH/g	0.31
H <sub>2</sub> S	52
RSH, ppm	755
Total Nitrogen, ppm	1350.5
<b>Trace Metals, ppm</b>	
Iron	57.80
Nickel	27.00
Copper	<1.0
Vanadium	7.90
Zinc	<1.0
<b>Light Hydrocarbon Analysis, % wt.</b>	
Methane	0.0
Ethane	0.0
Propane	0.0
Iso-butane	0.0
n-butane	0.0
Iso-pentane	0.0
n-pentane	0.0
<b>Total upto C<sub>5</sub></b>	<b>0.0</b>
<b>LPG POTENTIAL (C<sub>3</sub>+C<sub>4</sub>)</b>	<b>0.0</b>

---- END OF SECTION III ----

--- END OF PART-1 ---

## PART-2 SECTION - I

### BID EVALUATION CRITERIA FOR SALE OF HEAVY CRUDE OIL PRODUCED IN RAJASTHAN PROJECT OF OIL INDIA LIMITED

#### A. BID REJECTION CRITERIA :

- i) The bidders must submit copy of Industry Registration Certificate issued by Department of Industries to process petroleum products like Naphtha/NGL/Condensate/Light Crude Oil in their plant and quantity of various products processed during the last three financial years.
- ii) The bidders must submit a copy of valid Explosive License issued by the Chief Controller of Explosives for Storage of petroleum products.
- iii) The bidder must submit a copy of valid Environmental Clearance Certificate issued by State Pollution Control Board for prevention and control of pollution in their plant.
- iv) The bidder must give undertaking to have Explosive License for Transportation of Petroleum Products like Naphtha/NGL/Condensate/Light Crude Oil/Heavy Crude Oil, etc. by tanker/bowser which will be used for transportation of the item.
- v) The bidder must submit copies of State/Central Tax Registration Certificates.
- vi) Bidder must submit a copy of plant layout approved by Chief Controller of Explosives (CCO&E).
- vii) Bidder must submit a copy of solvent/Raffinate/Slop license from the District Magistrate.
- viii) Bidder must submit a copy of insurance coverage of party's building, plant & machineries and stock.
- ix) The bidder must submit Auditor/Chartered Accountant's Report of Bidder's plant for the last three financial years.
- x) The Company has fixed a floor price (minimum basic price) of **INR 16,618 (Rupees Sixteen Thousand Six Hundred Eighteen) only per MT** (exclusive of Royalty, CESS, NCCD, Sales Tax or VAT and other Govt. Levies prevailing at the time of sale of the product which will payable extra by the purchaser). Company reserves the right to reject any or all offers if it considers the quoted rates as not reasonable. .
- xi) Royalty, CESS and Sales Tax will be on bidder's account without which the offer will be considered as incomplete and rejected.
- xii) The user ID and passwords are not transferable. Only those offers will be accepted which are directly submitted by the bidders to whom User ID and Password have been issued.
- xiii) The bidders should not have any outstanding dues payable to OIL(RP) against any Contract as on Bid Closing date failing which the offer will be liable for rejection.
- xiv) Conditional offers will be rejected outright.
- xv) The bidders must submit supporting documents for proper and appropriate use of this

Crude Oil and must confirm it by indicating the processing methods in their plant without which the offer is liable for rejection. A copy of project report should be submitted along with their technical bid.

- xvi) The Technical bid that includes price details will be rejected. **No price to be uploaded under Technical RFX response-> User-> Technical Bid tab, otherwise offer will be rejected**

Notes:

- i) Bidders are required to submit necessary documentary evidence as indicated above without which offer is liable for rejection.
  - ii) Bidders will be required to produce the original documents as above for necessary verification during inspection by OIL&S Team and whenever called for.
- xvii) Bids not accompanied with Original Bid Security as per Clause 11.0 of Part-1, Section-II will be summarily rejected.

**B. BID EVALUATION :**

The highest commercial offer of the technically qualified bidder will be accepted. The bids will be evaluated based on the offer received from the bidders as per format enclosed.

**END OF SECTION-I**

**PART-2**  
**SECTION – II**

**PROFORMA -I**

**STATEMENT OF COMPLIANCE**

**(Only exceptions/deviations to be rendered)**

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>

**(Authorised Signatory)**

**Name of the bidder**\_\_\_\_\_

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document; the same should be indicated here and put in the un-priced bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**SALE OF HEAVY CRUE OIL PRODUCED IN NELP-AREA OF  
OIL INDIA LTD, RAJASTHAN PROJECT**

**PRICE BID / PRICE SCHEDULE**

Sl. No.	Item Description / Particulars	Unit	Minmum Basic Price Per MT (₹)	Quoted Rate (Bidder) Per MT (₹)
<b>Heavy Crude Oil Produced in NELP-Area Oil India Ltd., Rajasthan Project</b>				
1.	Basic Rate (Minimum Basic Rate is ₹ 16,618/-per MT)	M.T	₹ 16,618.00	₹.....
2.	Royalty	M.T		As applicable
3.	Cess	M.T		As applicable
4.	NCCD	M.T		As applicable
<hr/> Sub-total				
5.	Central Sales Tax/VAT on above			
<hr/> Grand Total (Per MT)			₹	

**SALE OF HEAVY CRUE OIL PRODUCED FROM NOMINATED AREAS (PML) OF  
OIL INDIA LTD, RAJASTHAN PROJECT**

**PRICE BID / PRICE SCHEDULE**

Sl. No.	Item Description / Particulars	Unit	Minmum Basic Price Per MT (₹)	Quoted Rate (Bidder) Per MT (₹)
<b>Heavy Crude Oil Produced in NELP-Area Oil India Ltd., Rajasthan Project</b>				
1.	Basic Rate (Minimum Basic Rate is ₹ 16,618/-per MT)	M.T	₹ 16,618.00	₹.....
2.	Royalty	M.T		As applicable
3.	Cess	M.T		As applicable
4.	NCCD	M.T		As applicable
<hr/> Sub-total				
5.	Central Sales Tax/VAT on above			
<hr/> Grand Total (Per MT)			₹	

**NOTE (APPLICABLE FOR PROFORMA-I IA & I IB) :**

i) Royalty, Cess, NCCD, Sales Tax and any other statutory/local levies will be borne by the purchaser which shall be paid to the Company along with the Basic Price of Heavy Crude Oil and the Company will deposit the same with the concerned Govt. authorities.

ii) ROYALTY, CESS, NCCD, & SALES TAX as applicable on the date of delivery shall be payable extra by the purchaser. Any changes in these government levies or introduction of new levies by the statutory authority during the contract period will be to the purchaser's account.

iii) Invoice will be raised by the Company for the quantity of Heavy Crude Oil to be delivered before delivery. The Purchaser will collect the invoice/money receipt from Chief Manager (F&A), Oil India Ltd, Jodhpur after depositing the cost of the product along with applicable Govt. levies.

iv) The invoice/money receipt is to be produced to Head-Production for necessary clearance before sending the tanker/bowser for collection of Heavy Crude Oil from Baghewala & Punam Well. Payment should be made through RTGS/Demand Draft/Banker's Cheque drawn in favor of OIL INDIA LIMITED, JODHPUR.

v) The total quantity of HCO estimated to be delivered during the contract period of one year is 2000 MT which is purely an estimated figure and considered for evaluating the total estimated value of the contract. Actual quantity may be more or less depending upon the field conditions.

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**INTEGRITY PACT**

Between

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

And

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

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. CJI9282P16. 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:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a **Page 2 of 6** substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

**(1)** The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.



2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

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

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

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

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

#### **Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

#### **Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.

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

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**(Anita Dam)**

**CM(M&C)**

.....

**For the Principal**

.....

**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. JODHPUR.

Date í í í í í

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NAME OF INDEPENDENT EXTERNAL MONITORS:

- (a) Shri Rajiv Mathur, IPS (Retd.)  
Former Director, IB, Govt. of India,  
e-Mail ID: rajivmathur23@gmail.com
- (b) Shri Satyananda Mishra, IAS(Retd.),Former Chief Information Commissioner of India &  
Ex-Secretary, DOPT, Govt. of India,  
E-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)

**\*\*\* END OF SECTION-II\*\*\***

**\*\*\*END OF PART-2\*\*\***

**PART-3**  
**SECTION-I**

**SALE OF HEAVY CRUDE OIL PRODUCED BY OIL INDIA LTD RAJASTHAN  
PROJECT**

**CONDITIONS OF AGREEMENT**

MEMORNDUM OF AGREEMENT made this \_\_\_\_\_day of \_\_\_\_\_ 2016 between OIL INDIA LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at Duliajan in Dibrugarh district of Assam and Project Office at 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005 (Rajasthan) (hereinafter called "The Company") of the one part and Shri \_\_\_\_\_ .. \_\_\_\_\_ .. Carrying out the business in the name and style, M/s \_\_\_\_\_ having their main office at \_\_\_\_\_ (hereinafter called "The Purchaser") of the other part.

- 1.0 The Purchaser hereby agrees to purchase the HEAVY CRUDE OIL produced by Oil India Ltd, Rajasthan Project from Baghewala & Punam Oilfields, about 300 KM from Jodhpur, in the Jaisalmer district of Western Rajasthan.
- 2.0 The Agreement period will be initially one (01) year from the date of first delivery of Heavy Crude Oil from Baghewala & Punam. Thereafter, it may be extended by another six (06) months at the same rate, terms and conditions.
- 3.0 The Purchaser hereby confirms to have requisite licenses to store and handle petroleum products in addition to necessary Industrial Registration certificate to process Petroleum products like Naphtha/NGL/Condensate/Heavy Crude Oil etc.
- 4.0 The Purchaser also confirms to have the requisite environmental clearances from State Pollution Control Board for prevention & control of pollution for processing of Naphtha/NGL/Condensate/Heavy crude oil in his plant. Further, the party agrees to furnish UTILISATION CERTIFICATE on monthly basis for the quantity of Heavy Crude Oil purchased from the Company. The Purchaser also agrees to maintain proper records for verification by Company Officers/Govt. Inspection Authorities. The Purchaser also agrees for compliance of all the latest guidelines issued by the Govt. in this respect.
- 5.0 The Purchaser agrees to purchase the Heavy Crude Oil as per rates indicated in Proforma IIA & IIB of this Agreement. The Purchaser also agrees to pay the Royalty, Cess, NCCD, Sales Tax & Local levies as applicable in addition to the basis price to the Company.
- 6.0 Heavy Crude Oil will be made available to the Purchaser at Baghewala & Punam field of the Company. Due to limitation in Storage Tanks, failure to lift in time shall cause Shut down of the production through wells. Hence, the Purchaser will be required to ensure uninterrupted lifting of Heavy Crude Oil. The Purchaser will be required to place the tanker/ bowser at Baghewala & Punam for lifting of Light Crude Oil after completing all formalities within 10 (Ten) days of Company's notice in writing through fax/letter/email. The bowser must fulfil the statutory requirements of Oil Field Operations like earthing provisions, flame arrestor in the exhaust pipe etc. In case of non-compliance of the same resulting in shut-down of production at Baghewala & Punam wells, the Company will reserve the right to impose Liquidated Damages equivalent to the price of 12 MT of Heavy Crude Oil per week or part thereof subject to a maximum of 7.5% of the total value of the contract. Also, the Company will be at liberty to dispose the Heavy Crude Oil to any other purchaser to continue uninterrupted production of

Heavy Crude Oil and loss suffered by the Company due to this will be recoverable from the purchaser. However, Liquidated Damages may be waived at the sole discretion of the Company.

- 7.0 The Purchaser will inform in writing the name of the representative for signing the delivery challans at Baghewala & Punam, the name of the driver & the Reg. No. of the tanker/bowser to Head (Production) or his authorized representative for each trip with date & time of dispatch of the bowser.
- 8.0 The Purchaser will make his own arrangement and bear the cost to collect Heavy Crude Oil from Baghewala & Punam and also to bear the cost of Transportation of the product from Baghewala & Punam to his plant.
- 9.0 Due to heavy nature of the crude oil to be supplied, it is advisable that the tanker be provided with heating arrangement to facilitate unloading of oil at unloading point.
- 10.0 The Purchaser will obtain necessary licenses including Explosive License from Government Authorities for transportation of heavy crude oil from Baghewala & Punam to his plant. Moreover, Inter-district and Inter-State movement of Heavy Crude Oil is the responsibility of the Purchaser.
- 11.0 The Purchaser will be responsible for safe handling and transportation of Heavy Crude Oil after it is handed over to the Purchaser by the Company at Baghewala & Punam .
- 12.0 The Company reserves the right to terminate this agreement with 15 (Fifteen) days Notice in writing and on the expiry of this Notice period, this agreement shall stand terminated and the Purchaser shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.
- 13.0 The Company will not be responsible for any litigation after the product is delivered to the Purchaser at Baghewala & Punam. If during transportation any tanker topples & spillage of Heavy Crude Oil takes place damaging public properties, the Company will not pay any compensation to anybody & all such compensation whatsoever will be borne by the Purchaser only.
- 14.0 The Company will not be responsible for any delay while loading/delivery of product at Baghewala & Punam.
- 15.0 The Purchaser must obtain prior permission from Head (Production) or his authorized representative before sending his tanker/bowser for collection of product from Baghewala & Punam.
- 16.0 The Purchaser will start lifting of Heavy Crude Oil as per agreement and thereafter he will continue to lift the same regularly ensuring uninterrupted operations of the Company during the Agreement period. In the event of the Purchaser's failure to take delivery of the product for a period of 10 (Ten) days without any acceptable reasons, the Company may terminate the agreement and may recover the losses.

#### **17.0 SECURITY DEPOSIT :**

- 17.1 Within 30 days of issue of notification of award (LOA) from the Company, the Purchaser shall either deposit an amount specified in the Forwarding Letter of the bid documents as

interest free Security Deposit or provide an irrevocable Bank Guarantee for that amount in the prescribed format provided with the bid document or in any other form acceptable to the company from a scheduled bank. The Bank Guarantee may be invoked either in part or full by the company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the contract.

- 17.2 The Bank Guarantee should be allowed to be encased at all branches within India.
- 17.3 The Security Deposit specified above must be valid upto 90 days (to lodge claim, if any) beyond the date of expiry of the contract. In case the period of the contract is extended as per the provisions of the contract, the Security Deposit (Bank Guarantee) should also be extended accordingly i.e. upto 90 days beyond the date of expiry of the contract for the extended period. The Security Deposit shall accrue no interest.
- 18.0 The delivery of Heavy Crude Oil will be in terms of MT only & the delivery challans/ bills will be raised accordingly. Sale of the product will be made against Advance Payment only. During Sale Transaction for conversion of kilolitres (KL) to metric tones (MT), the factors to be used are 0.97-0.98 in delivery challans/ bills raised for which the Purchaser shall not have any objection. However this factor may change at the time of delivery and shall be confirmed to the purchaser after actual testing and evaluation.
- 18.1 If is not possible to measure the heavy oil in KL, the same may be evaluated by measuring on the weigh bridge in gross and tare weights in the presence of Company official. The weighing of the tanker shall be done in authorized service provider at nearby location. While traveling from Baghewala & Punam to nearby location of weighing, OIL personnel shall escort the tanker.
- 18.2 Facilities for loading/filling of Heavy Crude Oil to the tankers/bowsers at loading point shall be arranged by the Company.
- 18.3 A Laboratory analysis of heavy crude oil of Rajasthan Project was carried out at Indian Institute of Petroleum, Dehradun and the crude characteristics result obtained are provided in Part 6 I, Section 6 III.
- However, the Company will not be responsible for any changes in quality parameters during the currency of agreement.
- 19.0 The Purchaser should obtain prior information on their own to send their tanker/bowser for upliftment of Heavy Crude Oil from Baghewala & Punam.

## **20.0 INVOICE & PAYMENT**

- 20.1 Invoice will be raised by the Company for the quantity of Heavy Crude Oil to be delivered before delivery. The purchaser will collect the invoice/money receipt from Chief Manager (F&A), Oil India Ltd, Jodhpur after depositing the cost of the product along with applicable Govt. levies.
- 20.2 The invoice/money receipt is to be shown to Head (Production) or his authorized representative for necessary clearance before sending the tanker/bowser for collection of Heavy Crude Oil from Baghewala & Punam.

- 20.3 Payment should be made in advance through Demand Draft/Banker's Cheque/RTGS drawn in favor of OIL INDIA LIMITED, JODHPUR

## **22.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

### **22.1 Arbitration(Applicable for Suppliers/Contractors other than PSU) :**

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

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto INR 5 Crore	Sole Arbitrator	OIL
Above INR 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.



7. The arbitral tribunal shall make and publish the award within time stipulated as under :

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto INR 5 Crore	Within 8 months
Above INR 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

**23.0 AMENDMENT:**

- 23.1 Amendments to any terms and conditions of this agreement, if any, can be carried out only through an "Amendment to agreement" duly signed by authorized representative of the Company and the Purchaser.

IN WITNESS whereof the parties hereunto set their hand and sealed the day and year first above written.

SIGNED AND DELIVERED FOR AND  
ON BEHALF OF \_\_\_\_\_  
BY THE HAND OF \_\_\_\_\_  
\_\_\_\_\_. Its Partner / Legal Attorney)

\_\_\_\_\_  
(Signature of Purchaser or his Legal  
Attorney)

\_\_\_\_\_  
(Full Name of Signatory)

And in presence of

(Seal of Purchaser's Firm)

Place :  
Date:

\_\_\_\_\_  
(Signature of Witness)

SIGNED AND DELIVERED FOR AND  
ON BEHALF OF OIL INDIA LTD.

\_\_\_\_\_  
(Full Name of Signatory)

Designation : DGM-SERVICES(RP)

Address :

Place  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\*END OF SECTION-I\*\***

**PART-3**

**SECTION – II**

**BID FORM**

(A) **BID FORM**

Date :  
Tender No. : CJI2499P17

Sis/Madam

Having examined the Conditions of agreement, BRC/BEC including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of agreement for the sum (Total Bid amount in words and figures)\*\* or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and forms part of this bid.

If our bid is accepted, we will submit the **Bank Guarantee** not exceeding **10% of total Annual Contract Value** for the due performance of the Contract.

We agree to abide by this bid for a period of 120 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the highest or any bid you may receive.

Dated this 1 1 1 day of 1 1 .. 2016/2017.

-----

Signature

(in the capacity of)

Bidder's Name: 1 1 1 1 1 ..

Bidder's Full Address: 1 1 1 1 1

**\*\*Note- While uploading the Bid Form in Technical RFx tab, price must be left blank. However, while uploading the same in Notes and Attachment tab alongwith the Price Bid, it may contain price.**

**\*\*END OF SECTION-II\*\***

**\*\*END OF PART-3\*\***

**FORM OF BID SECURITY (BANK GUARANTEE)**

Ref. No.

Bank Guarantee No.

TO  
OIL INDIA LIMITED  
For DGM-SERVICES  
RAJASTHAN PROJECT  
JODHPUR-342005

WHEREAS, (Name of Bidder) í í í í í í í í (hereinafter called "the bidder") has submitted their Bid No. .... dated í í í for the provision of certain OILFIELD services (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the "Company") & IFB Noí .. . KNOW ALL MEN by these presents that we (Name of Bank) í í í í í í of (Name of country) í í í í í having our registered office at í í í í í (hereinafter called "the Bank") are bound unto the Company in the sum of (í í í ..)\* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this í í í . Day of í í í , 2016.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws their bid during the period of bid validity specified by the Bidder;
- Or
2. If the bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:
  - fails or refuses to execute the Form of Contract in accordance with the Instructions to bidders in the tender documents, or
  - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders in the tender documents;
- Or
3. If the bidder furnishes fraudulent document/information in their bid

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable/email), without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or two or all of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*) and any demand in respect thereof should reach the bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTOR í í í í í í  
Name of Bank & Address í í í í í í í í í í í í í í í .  
Witness í ..  
Address í ..

-----  
(Signature, Name and Address)

Date í í í í í í í í í í í í í í í í í í .  
Place í .

- 
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.
  - The Date of Expiry of Bank Guarantee should be 210 days after the bid closing date as stated in the tender document

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B.Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

***Signature& Seal of the Bank***

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)\***

To:

(Name of Company í .)

(Address of Company í ..)

WHEREAS (Name and address of Contractor) \_\_\_\_\_ (hereinafter called  
 "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_. Dated \_\_\_\_\_ 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 by a recognised bank for the  
 sum specified therein as security for compliance with his obligations in accordance with the  
 Contract;

AND

WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)\*\* í í í í í í .. (in words) í í í í í í í í í í í í .. such sum being payable in the type 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 argument, any sum or sums within the limits of the 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 modifications of the terms of the Contract or of the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (í í í í í )\*\*(calculated at **3 months** after Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :í í í í í í í í í í í í í í í í

Name of Bank

:1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Address : 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

í í í í í í í í í í í

[illegible]

\* Bidders are NOT required to complete this form while submitting the bid.

**\*\*An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company as per para 29.0 of Part-1.**

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B.Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

***Signature& Seal of the Bank***

## PART-4

## PROFORMA - C

(On Non-judicial stamp paper and duly notarized)

## UNDERTAKING

We, M/s/ \_\_\_\_\_ undertake and assure that the Heavy Crude Oil lifted from Baghwala & Punam Oilfield of Oil India Ltd., Rajasthan Project shall be transported to our premises and use there for the purpose of manufacturing.

We, further solemnly affirm that we as a buyer of Heavy Crude Oil shall be solely responsible for any consequential damage, if done, after taking delivery of Heavy Crude Oil from Baghewala & Punam Oilfield of Ex-Oil India Ltd, Rajasthan Project.

We also undertake and assure that no case is pending with Anti Adulteration & Vigilance Cell from Ministry of Petroleum & Natural Gas, Government of India. Moreover, we do not have any outstanding litigation with Oil India limited, Rajasthan Project.

Authorised Signatory

Signature :

Name :

M/sí í í í í í í í í

Office Seal:

\*\*\*\*\*



**PART-4**

**PROFORMA – D**

( On Non-judicial stamp paper and duly notarized)

The delivery of Heavy Crude Oil shall be in Licensed Tanker to be deployed by M/s **í í í í í í í í í í í í í í í í** .. Once the tanker leaves the Site of Baghewala & Punam Oilfield of Oil India Limited, Rajasthan Project, M/s **í í í í í í í í í í í í** shall be deemed to be in exclusive possession and control of the said heavy crude oil and shall be fully liable and responsible for its arrangements, appurtenance and properties. Accordingly, M/s **í í í í í í í í í í í í í í í í** covenants and agrees to fully protect indemnify and hold Oil India Ltd., its employees and successors and assignees harmless against any and all claims, demands, actions, suits, proceedings and judgments and any and all liabilities, costs, expenses, damages or losses growing out of or resulting from or incidental to or in connection therewith which may be made or brought against Oil India Limited whether by M/s **í í í í í í í í í í í í í í í í** , its employees, agents or successors and assignees or by third parties on account of damages or injury to property or person or loss of lift resulting from or arising out of the installation, presence, maintenance or operation of the unloading arrangements, appurtenances and properties of M/s **í í í í í í í í í í í í í í í í** ..or other relating to the possession and handling of any Heavy Crude Oil supplied and further defend Oil India Limited. At M/s **í í í í í í í í í í í í í í í í** .sole expenses in any litigation involving Oil India Limited.

Authorised Signatory

Signature:

Name :

M/s **í í í í í í í í í í í í** ..

Office Seal:

\*\*\*\*\*

## PART-4

**PROFORMA – E**

## DECLARATION OF PARTICULARS OF RELATIVES WORKING IN OIL INDIA LIMITED

I hereby certify that:

- i) I do not have any of my relatives working in OIL INDIA LIMITED.
- ii) The following relative/relatives is/are working in OIL INDIA LIMITED.

[illegible]

I declare that I have no other relative/relatives apart from the above who is/are working in OIL INDIA LIMITED.

- \* Relatives would include spouse, sons/daughters, brothers/sisters, first uncles/cousins and their spouses/In-laws.
- \* Please strike out whichever is not applicable.

\*\*\*\*\*

**PART-4**

**PROFORMA – F**

***AUTHORISATION FOR ATTENDING BID OPENING***

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

TO

**CHIEF MANAGER (M&C)**

Materials & Contracts Department  
Oil India Ltd., Rajasthan Project  
Jodhpur-342005  
Rajasthan, India

Sir,

**Sub: OIL's e-Tender No. ....**

We authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

\*\*\*\*\*

**PROFORMA LETTER OF AUTHORITY**

TO

Chief Manager (M&C),  
Rajasthan Project,  
Oil India Ltd., Jodhpur

Sir,

Sub: OIL's e-Tender No. 1 1 1 1 1 1

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender No. \_\_\_\_\_ for Sale of Condensate

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

Yours Faithfully,

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

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

Seal of the Bidder:

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

\*\*\*\*\*

**Weighment system/Delivery Procedure:**

There is no weigh bridge available at site. The Liquid Selling unit will be converted to weight (MT) by measuring Specific Gravity of Crude Oil at Well site by deploying competent personnel from Chemical Department and in the presence of contractor personnel.

\*\*\*\*\*

**GENERAL HSE POINTS**

1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub Contractors.

2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site

7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

8.0 The Contractor shall submit to DGMS indicating 6 name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

- 9.0 The return shall be submitted quarterly (by 10<sup>th</sup> of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.0 It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil& installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 16.0 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil& requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.
- 18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor
- 19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

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## **PART-4**

### **Appendix-B**

#### **Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

- Note:
- 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
  - 2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.
  - 3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

**-END OF PART-4-**

**--END OF TENDER DOCUMENT--**