

FORWARDING LETTER

To,

M/s.

We enclose a complete set of Tender document in respect of invitation of bids for **Sale of Condensate from OIL's LPG Plant at Duliajan, Assam** through its e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal>. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

- | | | |
|-------|-----------------------------------|--|
| i) | E-Tender No. and date | : CDI7813P19 dated 26/04/2018 |
| ii) | Brief description of item | : Sale of Condensate recovered from OIL's LPG plant at Duliajan, Assam. |
| iii) | Type of Bid | : Single Stage - Two Bid System |
| iv) | Tender Fee | : Rs. 2000.00 (Non-refundable) |
| v) | Period of Tender fee payment | : As mentioned in the e-portal |
| vi) | Bid Closing date & time | : As mentioned in the e-portal |
| vii) | Technical Bid Opening date & time | : As mentioned in the e-portal |
| viii) | Priced Bid Opening date & time | : Will be intimated to the qualified bidders nearer the time. |
| ix) | Bid Submission mode | : Bids must be uploaded in OIL's e-Procurement Portal: https://etender.srm.oilindia.in/irj/portal . |
| x) | Bid Opening Place | : Office of the GM-Materials, Materials Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602. |
| xi) | Bid Validity | : 180 days from the original Bid closing date. |
| xii) | Bid Security Amount | : Rs. 77,00,000.00 (Rupees Seventy-Seven Lakhs) (non-interest bearing) |
| xiii) | Bid Security Validity | : Minimum 270 days from the original Bid closing date |
| xiv) | Amount of Performance Security | : Ten percent (10%) of annualized contract value |

- xv) Validity of Performance Security : Ninety (90) days beyond the contract period/duration.
- xvi) Bids to be addressed to : GM-Materials, Materials Department,
Oil India Limited, Duliajan, Assam
- xvii) Integrity Pact : Applicable

2.0 Non-transferable bid documents can also be purchased online upto one week prior to the bid closing date (or as amended in e-portal) through OIL's e-Procurement Portal (<https://etender.srm.oilindia.in/irj/portal>)

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

4.0 BID DOCUMENTS

The product for sale, bidding procedures and contract terms are prescribed in this Bidding Documents. The bid document includes:

- a. A forwarding letter
- b. Invitation for bids (SECTION - I)
- c. Instruction to Bidders and General Terms of Reference (SECTION - II)
- d. Special Terms and Conditions of Contract (SECTION - III)
- e. Bid Evaluation Criteria/Bid Rejection Criteria - (SECTION - IV)
- f. Price bid format (Proforma - A)
- g. Format of Bid Security (Bank Guarantee) (Proforma - B)
- h. Draft Contract / Agreement Form (Proforma - C)
- i. Performance Bank Guarantee format in lieu of Security Deposit (Proforma - D)
- j. Proforma Letter of Authority (Proforma - E)
- k. Integrity Pact (Proforma - F)
- l. Statement of Compliance (Proforma - G)
- m. Authorisation letter for attending Bid opening (Proforma - H)
- n. Undertaking (Annexure - I)
- o. Indemnity agreement (Annexure - II)

5.0 We now look forward to your active online participation against the tender.

(P.R. Roy)
Dy. General Manager Materials (D)
For General Manager (Materials)
For Resident Chief Executive

SECTION – I

(INVITATION FOR BIDS)

1. Oil India Limited (OIL), Duliajan, Assam invites competitive sealed bids under **SINGLE STAGE TWO BID SYSTEM** from indigenous eligible bidders having requisite experience and statutory clearances for Sale of Condensate recovered from OIL's LPG plant at Duliajan, Assam for a period of 02 (Two) years from the date of lifting the 1st lot of Condensate with a provision for extension by another one (1) year at mutually agreed rates limited to the rates as incorporated in the contract and terms & conditions at OIL's option.
2. Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

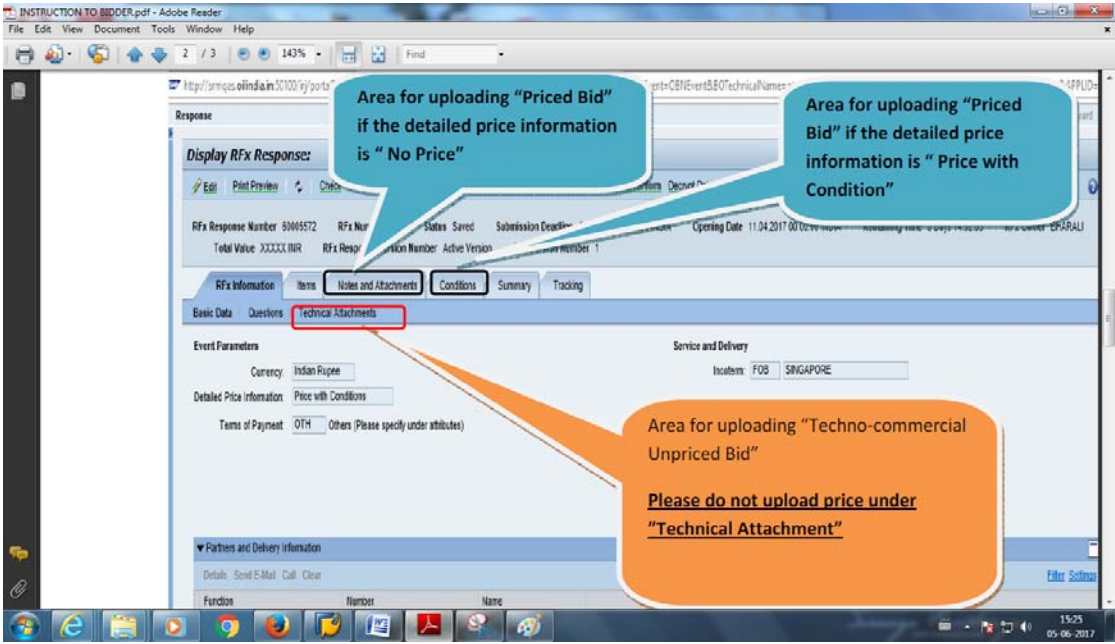
Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.


Public Sector Units (PSU) are exempted from payment of tender fee. However, they have to apply to OIL's designated office to issue the tender documents before the last date of sale of tender mentioned in the e-portal.

Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact Mr. B. Bharali, Sr. Manager (ERP-MM) at erp_mm@oilindia.in, Ph.: 03742807192/7178.

3. GENERAL NOTES TO BIDDERS

Sl No	Clause description
i)	Application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in favour of M/s Oil India Limited and payable at Duliajan is to be sent to <u>General Manager -Materials, Oil India Limited, P.O. Duliajan, Assam-786602.</u> Application shall be accepted only upto <u>one week prior to the bid closing date (or as amended in e-portal)</u> . The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ..." for easy identification and timely issue of user ID and password. On receipt of requisite tender fee and subject to meeting eligibility criteria , USER ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e- Procurement portal has been also provided through OIL's web site www.oil-india.com .
ii)	Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.
iii)	Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
iv)	Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to The GM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.

	<p>a) Original Bid Security along with two sets of duplicate copies of Bid Security.</p> <p>b) Printed catalogue and Literature, if called for in the tender.</p> <p>c) Power of Attorney for signing the bid.</p> <p>d) Any other document required to be submitted in original as per tender requirement.</p> <p>(All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.)</p>
v)	<p>Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time, failing which the offer shall be rejected.</p>
vi)	<p>The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The “Techno-commercial Unpriced Bid” shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab “Notes and Attachments”. Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="border: 1px solid black; padding: 5px; width: 30%;">Notes and Attachments</div> <div style="background-color: yellow; padding: 5px; width: 60%;">→ Only Price details to be uploaded.</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="border: 1px solid black; padding: 5px; width: 30%;">Technical attachments</div> <div style="background-color: yellow; padding: 5px; width: 60%;">→ Area for uploading “Techno-Commercial Unpriced Bid”. Please do not upload any price under Technical Attachment.</div> </div> <div style="text-align: center; margin-top: 20px;">  </div> <p>The “Techno-Commercial Unpriced Bid” shall contain all techno commercial details except the prices.</p> <p>Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”</p>

	<p>Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “ New Vendor Manual (effective 12.04.2017) ” available in the login Page of the OIL’s E-tender Portal.</p> <div data-bbox="351 358 1340 840">  </div>
vii)	<p>In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical Rfx Response-> User - > Technical Bid. <u>No price should be given in above Technical Rfx otherwise the offer will be rejected.</u> Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical Rfx Response-> User - > Technical Bid only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.</p>
viii)	<p>PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.</p>
ix)	<p>Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.</p>
x)	<p>To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected.</p>
xi)	<p>Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.</p>
xii)	<p>Integrity Pact - Applicable. (Refer Para 25.0 of SECTION – II)</p>
xiii)	<p>Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.</p>
xiv)	<p>The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:</p> <p>a. (i) “MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee</p> <p>The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin- 786602.</p>

	b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.
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4. GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

- 4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**
- 4.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 4.4 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.
- 4.5 Detailed tender document will be available in OIL's website: www.oil-india.com.
- 4.6 OIL reserves the right to refuse issue of tender documents to such parties, about whose competence OIL is not satisfied, even on payment of tender fee. Company's decision in this regard shall be final. OIL also reserves the right to reject any/all bids and cancel the tender without assigning any reason thereof.
- 4.7 **Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.**

5. IMPORTANT NOTES:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) **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 put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract

or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned above and will be opened on the same day at 2.00 PM(IST) at the office of the GM-Materials in presence of the authorized representatives of the bidders.

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

6. To be **eligible for issue** of tender documents, the applicant must meet the following criteria (documentary evidence to be provided):
- i. Possession of a Physical plant with licensed capacity.
 - ii. Plant layout approved by Chief Controller of explosives.
 - iii. Chief Controller of Explosive's license for storage of Class - A Petroleum Products.
 - iv. Solvent /Raffinate /Slop license from District authority (District Magistrate).
 - v. No objection certificate from Pollution Control Board
7. OIL reserves the right to refuse issue of tender documents to such parties, about whose competence OIL is not satisfied, even on payment of tender fee. Company's decision in this regard shall be final. OIL also reserves the right to reject any/all bids and cancel the tender without assigning any reason thereof.

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

SECTION – II
(INSTRUCTION TO BIDDERS AND GENERAL TERMS OF REFERENCE)

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, 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.
- 2.0 The bidder is expected to examine all instructions, forms, terms and specifications 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 & responsibility and may result in the rejection of its bid.
- 3.0 AMENDMENT OF BIDDING DOCUMENTS:
- 3.1 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 by the issuance of an Addendum.
- 3.2. The Addendum will be sent in writing or by Fax or E mail to all prospective Bidders to whom Company has issued the bid documents. 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 into account in preparation of their bid or for any other reason.
- 4.0 PREPARATION OF BIDS
- LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language.
- 5.0 DOCUMENTS COMPRISING THE BID: The bid submitted by the Bidder shall comprise of the following components:
- A. TECHNICAL BID
- i. The complete Bid document signed on each page by the authorized signatory of the bidder (without indicating the prices offered).
- ii. Documentary evidence established in accordance with Para 7.0.
- iii. Bid Security furnished in accordance with Para 8.0.
- B. COMMERCIAL/PRICE BID
- i. Price bid Format as per Proforma–A.
- ii. All other commercial terms related to the bid.
- 6.0 MINIMUM BID PRICE:
- 6.1. The company has fixed a minimum basic price of **Rs. 37,803.17** per MT {which is based on average downloaded Reuters price (PLATT's rate) for 1st fortnight of April, 2018}. The basic quoted rate by bidder should not be less than this minimum basic rate.
- 6.2 The basic price shall be Ex-LPG Plant of OIL and is exclusive of CESS under OIDB Act, NCCD, Sales Tax and other Govt. Levies prevailing at the time of sale of the product.
CESS under OIDB Act, NCCD, Central Sales Tax and any other statutory/Local levies will be borne by the purchaser and which shall be paid to the company along with the basic price of Condensate and Company will deposits the same with the concerned Govt. authorities.
(Note : Detailed mentioned in Para 2.0 of SECTION – III)
- 7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:
- 7.1. Bidders must submit the relevant documents as called for in the Bid Rejection Criteria (BRC) to qualify for the tender. These are listed in Section - IV.

8.0 BID SECURITY:

- 8.1. The bidder shall furnish as part of the Technical-Commercial Bid, a proper Bid Security in the form of a Bank Guarantee in favor of Oil India Limited, Duliajan, Assam issued by any Nationalised / Scheduled Bank for **Rs. 77.00 Lakhs (Rupees Seventy Seven lakhs)** only. The Bank Guarantee should be in the prescribed Format provided in the Bid Document vide **Proforma - B**. Public Sector Undertakings are exempted from submission of Bid Security.

A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

The Bid Security should be submitted only in the form of **Bank Guarantee** (in specified format) issued by Nationalized/Scheduled Bank. Alternately, Bid Security can also be paid through the **online payment gateway** against this tender. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of GM-MATERIALS on or before **1:00 PM (IST)** on the bid closing/opening date otherwise bid will be rejected. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

No other mode of Bid Security will be accepted other than those two options mentioned above. The Bid Security shall not earn any interest to the bidder from the Company.

- 8.2 Bank Guarantees issued by the Banks should be on non-judicial stamp paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the bidder.

The following is the Bank details of OIL, Duliajan for obtaining Bank Guarantee:

	Bank Details of Beneficiary	
a	Bank Name	STAE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Banker Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

- 8.3 The Bank Guarantee shall be valid for 90 days beyond the validity of the bid and shall be enforceable at Duliajan /Delhi /Kolkata/Guwahati.
- 8.4 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank:
- a. Full Address
 - b. Branch Code
 - c. Code Nos. of the authorized signatory with full name and designation
 - d. Phone Nos./ Fax Nos./E-mail address.

- 8.5 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.
- 8.6 Bids (from parties other than those exempted) not accompanied by a proper Bid Security (in Original) in conformity with Clause 8.1 above will be rejected outright without any further reference.
- 8.7 Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged upon the bidder's signing of the contract and furnishing the Security Deposit to OIL in the prescribed format (Proforma- D) against the Contract secured by the bidder within the stipulated time frame.
- 8.8 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 8.9 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture. Bid Security will not accrue any interest during its period of validity or extended validity.
- 8.10 The Bid Security will be forfeited:
1. If the Bidder withdraws / modifies their Bid during the period of Bid validity specified by the Bidder;
 - or
 2. If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of Contract in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;
 - or
 3. If the bidder furnishes fraudulent document/information in their bid
- 9.0 PERIOD OF VALIDITY OF BIDS:
- 9.1. Bids shall remain valid for **180 days** after the date of bid opening prescribed by the Company. Bids with lesser validity will be rejected.
- 9.2. In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax/e-mail). The bid Security provided under para 8.0 shall also be suitably extended.
- A bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
- 10.0 Deleted
- 11.0 SUBMISSION OF BIDS – As mentioned in the submission procedure above.
- 12.0 DEADLINE FOR SUBMISSION OF BIDS:
- Bids must be submitted by the bidder in OIL's e-tender portal not later than the bid closing time and date mentioned in the "Forwarding Letter".
- 13.0 LATE BIDS:
- Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 14.1 The Bidder after submission of bid may modify or withdraw its bid prior to bid closing.
- 14.2 No bid can be modified subsequent to the deadline for submission of bids.
- 14.3 Bids can't 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 document. Withdrawal of a bid during this interval period shall result in the Bidder's forfeiture of its Bid Security

15.0 BID OPENING AND EVALUATION:

- 15.1 Company will open the Bids, including the modifications and withdrawal of bids, if any, made pursuant to para 14.0 in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 15.2. Bid for which an acceptable notice of withdrawal has been received pursuant to para 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 15.3. At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the submission of requisite Bid Security and such other details as the Company may consider appropriate.
- 15.4. Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub- para 15.3.
- 15.5. To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. 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.
- 15.6. Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 15.7. A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non- conformity.
- 15.8. The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

16.0 OPENING OF PRICED BIDS:

- 16.1 Company will open the Priced Bid of the techno-commercially qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.

- 16.2. The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 16.3. 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, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 17.0 EVALUATION AND COMPARISON OF BIDS:
- The Company will evaluate and compare the bids as per Bid Evaluation Criteria and Bid Rejection Criteria detailed in Section - IV of the bidding documents.
- 18.0 CONTACTING THE COMPANY:
- 18.1. Except as otherwise provided in para 15.0 above, no Bidder shall contact 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 Company vide para 15.5.
- 18.2. An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- 19.0 PLANT INSPECTION
- To establish the credentials of the bidder, bidder's Plant may be inspected by OIL's Representatives and verify authenticity of various relevant documents etc. prior to Award of the Contract.
- 20.0 AWARD OF CONTRACT
- The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the highest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.
- 21.0 NOTIFICATION OF AWARD:
- 21.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.
- 21.3 Upon the successful Bidder's furnishing of the Security Deposit pursuant to para 24.0 the company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to para 8.0 herein above.
- 22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:
- 22.1 Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action. Company's decision in this regard shall be final.
- 23.0 SIGNING OF CONTRACT:
- 23.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the company will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Schedule of rates etc. incorporating all agreements between the parties.

- 23.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.
- 24.0 SECURITY DEPOSIT:
- 24.1 Within 30 days of the receipt of notification of award from the Company, the successful Bidder shall either deposit **Ten percent (10%) of annualized contract value** (Amount will to be mentioned in the notification) as interest free Security Deposit or provide an irrevocable Bank Guarantee for an equivalent amount of Security Deposit in the prescribed format as provided **Proforma-D** in the Bidding Documents or in any other form acceptable to the Company from a schedule bank.
- 24.2 The Security Deposit shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 24.3 The Security Deposit if provided through Bank Guarantee as specified above must be valid up to 3 months (to lodge claim, if any) beyond the date of expiry of the tenure of the Contract. In case the period of contract is extended as per the provisions of the Contract, the Security deposit (Bank Guarantee) shall also be extended accordingly for the extended period of the contract.
- 24.4 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.
- 24.5 Failure of the successful Bidder to comply with the requirements of para 23.0 or 24.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bids or negotiate with the next highest bidder as the case may be.
- 24.6 The Security deposit shall not accrue any interest.
- 25.0 **Integrity Pact:**
The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Proforma – F alongwith the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.
OIL's Independent External Monitors at present are as under:

SHRI RAJIV MATHUR, IPS (Retd.),
Former Director (IB) Govt. of India
e-Mail ID : rajivmathur23@gmail.com

SHRI SATYANANDA MISHRA, IAS(Retd.)
Former Chief Information Commissioner &
Ex-Secretary, DOPT, Govt. of India
E-mail Id : satyanandamishra@hotmail.com

SHRI JAGMOHAN GARG,
Ex-Vigilance Commissioner, CVC
e-Mail id : jagmohan.garg@gmail.com

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

SECTION –III

(SPECIAL TERMS AND CONDITIONS OF CONTRACT)

- 1.0 AVAILABILITY OF CONDENSATE FOR SALE AND QUANTITY ALLOTMENT:
- 1.1 Production/recovery of condensate at OIL's LPG Plant in Duliajan is not uniform. The total available quantity of condensate for sale by OIL INDIA LIMITED (OIL) would not exceed 2000 MT per Month, but it may also go upto maximum 100 MT on a given day. Therefore, the monthly and annual selling quantity of condensate shall depend on actual production availability/recovery of condensate at OIL's LPG Plant in Duliajan, Assam.
- 1.2 Oil India Limited (Company) reserves the right to allot quantity upto maximum **1200 MT** of Condensate per month to a successful bidder against the Tender, subject to the following:
- i) Production availability of Condensate at OIL's LPG Plant.
 - ii) Approved plant capacity of the successful bidder.
- 1.3 In the event of less recovery of Condensate in a particular month due to reasons not limited to shutdown of LPG plant, non-availability of gas or any other reason whatsoever including Force Majeure condition, the total available quantity will be distributed proportionately amongst the successful bidders with whom agreements will be entered by OIL against this tender. The shortfalls of any month will not be carried forward to the next month.
- 1.4 In case the Purchaser is unable to place adequate number of vehicles to uplift their entitled quantity of condensate as per the contract on a particular day, the Company will not be held responsible for shortfall of that quantity at the end of the month.

IMPORTANT NOTES:

Based on the production availability of condensate and approved plant capacity of successful bidders, OIL intends to enter into sale agreements with more than one successful bidder against the tender, restricting the maximum total allotted quantity against an individual agreement upto 1200 MT per month. Therefore, OIL reserves the right to negotiate with the H2, H3, H4 bidders and so on (in that order) for matching their offered rates with the highest technically acceptable bidder (H1) and will award the Contract to H1 bidder as well as to other bidder(s), subject to matching the rates. Failing which, contract will be awarded on H1 bidder only upto the full available quantity or their approved plant capacity, whichever is lower.

2.0 PRICE OF CONDENSATE / MINIMUM BID PRICE:

- 2.1 Based on the average downloaded Reuters Price (PLATT's Rate) applicable for the 1st fortnight of March' 2018, the minimum base price for condensate has been fixed by Oil India Limited (OIL) at **Rs. 37,803.17 per MT**. Therefore, the basic rate to be quoted by the bidders against this tender should not be less than the minimum basic rate per MT as mentioned above (Rs. 37,803.17 per MT). Sale price of the condensate shall be as per rates as indicated in the attached Price bid format (Proforma – A).
- 2.2 The basic sale price of condensate shall vary (increase or decrease) in proportion to the change in the declared average quoted price (PLATT rate) for C5-C6 (naptha SGP) on fortnightly basis in comparison to the minimum basis price as indicated at 6.1 (SECTION – II) above.
An example showing the methodology of calculation of change in basic price is indicated below:-
- i. Minimum basic price as per Clause 6.1 :
 - ii. PLATT's rate on the prevailing fortnight (say) :

- iii. Quoted rate of the customer (say) :
- iv. Revised basic rate for billing :

Note: PLATT's rate is declared on USD I BBL. For calculation of PLATT's rate in Rupees/MT conversion of BBL to MT will be as per conversion factor declared in above Platt's price and conversion of \$ to Rupees will be as average exchange rate of RBI reference.

- 2.3 The basic price shall be Ex-LPG Plant of OIL and is exclusive of CESS under OIDB Act, NCCD, Sales Tax and other Govt. Levies prevailing at the time of sale of the product.
CESS under OIDB Act, NCCD, Central Sales Tax and any other statutory/Local levies will be borne by the purchaser and which shall be paid to the company along with the basic price of Condensate and Company will deposits the same with the concerned Govt. authorities.
- 2.4 VAT/Central Sales Tax shall be extra as applicable and shall be to Purchaser's account. The Purchaser has to submit Form 'C' to the Company on a regular basis failing which applicable CST will be charged extra.
- 2.5 The Prevailing rates on CESS under OIDB Act, NCCD are indicated in the price format (Proforma-A) of the bid document. However, any changes in these rates or introduction of new levies by the statutory authority during the contract period will be to the purchaser's accounts.
- 2.6 If the Company is required to pay Excise duty in place of CESS/NCCD for sale of Condensate, the Purchaser will have to bear the additional cost on account of payment of Excise Duty. Moreover, the Purchaser shall reimburse OIL the differential amount of Excise duty and CESS/NCCD from the date Excise duty is effected during the contract period.
- 2.7 Billing will be done by OIL on fortnightly basis based on the above methodology and taking the average of Reuters price (PLATT's rate) up to the last day of previous fortnight and conversion of USD to Indian Rupees would be for the same fortnight. Based on the price calculated as above, payment has to be deposited by the Purchaser in advance before lifting of condensate.
- 2.8 Company reserves the right to reject any or all offers if it considers the quoted rates as not reasonable.
- 2.9 Prices must be quoted by the bidders both in words and in figures.
- 3.0 **PAYMENT:**
Payment to be made in advance through a Demand Draft drawn on a schedule bank having branch in Duliajan, payable in Duliajan or through modern RTGS and other facilities adopted by the on-line banking electronic system. However, purchaser shall be allowed to lift the materials only on confirmation of receipt of money in Company's bank account.
All expenses from and beyond lifting of Condensate will be to Purchaser's account.
- 4.0 **DURATION OF AGREEMENT:**
The duration of agreement shall be for a period of **02 (Two) years** from the date of lifting the 1st lot of Condensate under the contract. Subject to satisfactory performance of the Purchaser, the contract may be extended for a further Period of **one year** at the same terms and conditions at the option of Company.
Notwithstanding above, either party shall have the option to terminate the agreement with one month advance notice to each other assigning reasons thereof.
- 5.0 **STATUTORY LICENSE AND CLEARANCE:**
Bidder must have the following valid licenses as on the date of submission of its bid and the validity thereof must be maintained/renewed throughout the contractual period on as and when required basis:

- 5.1 Necessary licenses including but not limited to explosive license, from the appropriate Government Authorities to transfer Condensate from the point of handing over at Duliajan to his plant (**Bidder to mention their detailed plant address**). Inter district and Interstate movement of Condensate is the responsibility of the Purchaser.
- 5.2 Requisite licenses from appropriate Govt. Authorities to store, handle and process Class – A Petroleum products.
- 5.3 Requisite environmental clearances for processing of Condensate in their Plant.
- 5.4 Bidder to confirm that any new requirement imposed / specified by Govt. governing sale/utilization of Condensate shall be duly adhered and complied with.
- 6.0 **UTILIZATION RECORDS:**
Successful bidder/Purchaser shall furnish the **monthly statement** of value added Products manufactured by them out of the Condensate purchased under the agreement vis-à-vis statement showing the quantity of such condensate utilized thereon and shall mandatorily maintain proper records for verification by OIL Officials / concerned Inspection Authorities or any other authority as may be deputed by the Company.
- 7.0 **AVAILABILITY / POINT OF DELIVERY:**
- 7.1 Condensate shall be made available to Purchaser at LPG Dispatch Terminal of the Company in Duliajan or any other place as may be decided by the Company from time to time.
- 7.2 The Purchaser will be required to place the bowzers / tank trucks to lift day-to-day recovery of Condensate as per following time table. The Bowzers / tank trucks should be fit to carry condensate.
- | | |
|------------------|--------------------------|
| Monday to Friday | : 7.30 a.m. to 3.00 p.m. |
| Saturday | : 7.30 a.m. to 11.00a.m. |
- 7.3 If the full quantity cannot be lifted on Saturday within the working hours mentioned above, the remaining quantity will be delivered / lifted on the next working day in addition to the normal daily upliftment for that day.
- 7.4 Normally it is not preferred to deliver Condensate in tankers on Sundays, holidays and extended hours during day's operation. However, the same may be considered at the sole discretion of the Company in a month having more numbers of holidays, bandhs etc. to meet the monthly allotment quantity of purchaser, subject to availability of Condensate in stock.
- 8.0 **TRANSPORTATION:**
The Purchaser will make own arrangement and bear all costs in collecting Condensate from LPG Dispatch Terminal or any other point of loading and also bear the cost of transportation of the product from loading point to his plant.
- 9.0 **UPLIFTMENT OF CONDENSATE:**
- 9.1 **Mode of delivery:** OIL shall arrange to deliver Condensate as per day-wise indent placed by the Purchaser on a fortnightly basis from time to time by the following mode subject to payment in advance:
- By filling Bowzers / tank trucks, which shall conform to statutory specification for transportation of Hydrocarbon liquid having composition similar to that of Condensate and duly certified by statutory authority.

- 9.2 The purchaser will expressly confirm in writing the name(s) of the representative(s) for signing the delivery challans and Central Excise document [with attestation of representative's specimen signature], the name(s) and other details of the driver(s) and the Regd. No. of the Bowser(s) to CGM-LPG of the Company for each day in advance at least two days before each day of schedule of upliftment.
- 9.3 **Quantity determination:** The net quantity loaded shall be on the basis of the weight of the tank trucks before and after loading operations determined on a duly calibrated weigh bridge located at Company's LPG Plant at Duliajan. This may be changed to other improved system in future. However, to comply with Central excise procedure, volume determination by dip measurement will also be resorted to, though quantity determination of weight by Weigh Bridge will be final and binding for all purposes under this Agreement.
- 9.4 Purchaser will start lifting of Condensate as per Agreement and will continue to lift the same regularly during the validity of agreement. However, in case the Purchaser discontinues lifting of Condensate for a continuous period of 30 days without any acceptable reasons, OIL reserves the right to terminate the Agreement without thereby incurring any liability to compensate the purchaser on any account whatsoever.
- 9.5 Delivery of Condensate will be in terms of MT only (upto four decimals) and the delivery challans / bills will be raised accordingly. Sale of Condensate will be made against advance payment only.
- 9.6 Purchaser shall obtain prior information on their own on a fortnightly basis in advance of the daily production plan and thereafter send their tanker(s) / bowser(s) for upliftment of Condensate from LPG Dispatch Terminal / any other loading point.
- 10.0 **OPERATIONAL:**
- 10.1 Tank trucks reporting for uplifting of Condensate will park near LPG Plant at the place designated for LPG carrying vehicles. The vehicles including drivers / handymen and personnel of the Purchaser shall be subject to Company's security checks as may be prescribed from time to time. The Purchaser expressly confirms adherence to all safety / security norms.
- 10.2 **Monitoring of safety checks:**
- 10.2.1 Purchaser or his representative will check and ensure that vehicles meeting all statutory regulations are only placed for uplifting of Condensate. Any vehicles found not meeting the statutory or other specified guideline shall be returned at the cost of the purchaser.
- 10.2.2 OIL shall ensure safe filling of the tank trucks. The Purchaser's representative will physically witness the quantity of product loaded and will sign necessary documents/delivery ticket etc. as a token of receipt of the product. The Purchaser shall be solely responsible to ensure all measure for pilfer proofing of the condensate loaded tankers.
- 10.2.3 OIL shall control vehicle movement, parking etc. inside the LPG Plant premises and on plant approach road.
- 10.2.4 Purchaser will be responsible for safely handling and transportation of Condensate after it is handed over by the Company at LPG Dispatch Terminal or any other loading point.
- 10.2.5 The tankers/ bowsers will be sealed after loading at the LPG Plant. The purchaser shall ensure proper records of seal numbers with respect to tankers / bowsers carrying the condensate to their plant. The purchaser must ensure about receipt of the tankers/bowsers in sealed condition by endorsing the same on the receipted challan.

10.2.6 Purchaser shall ensure the compliance of the provision under Sec. 129 to 137 of the central Motor Vehicle Rules, 1989.

10.3 In this context, the Purchaser may note that these tankers / bowsters will be loaded on first come first served basis. However, priority will be given by the Company for serving the LPG tankers first.

10.4 **Information of product availability and plant operation and maintenance schedule:**

(a) OIL will give advance intimation on regular planned maintenance Shutdowns and modification of LPG Plant if these are likely to affect product availability. Similarly, the Purchaser will provide advance intimation on product upliftment plans fortnightly.

(b) **The Purchaser may also avail maximum 30 days in a calendar year towards scheduled/un-scheduled maintenance of their Plant(s), excluding force majeure situations,** for which payment of Minimum Guaranteed Upliftment (MGU) shall not be applicable. However, all scheduled maintenance must be intimated in writing to Company two (2) weeks in advance.

11.0 **MINIMUM GUARANTEED UPLIFTMENT (MGU):**

11.1 Company will sign Agreement with the successful bidders against the tender, clearly specifying their monthly allotted upliftment quantity. The Successful Bidder/ Purchaser must uplift minimum 80% (eighty percent) of the monthly allotted quantity of condensate, the payment for which will have to be made whether uplifted or not, except that pro-rata adjustment shall be made on account of the following:

- i) In case of relevant reservation as per Force Majeure clause, Bandh affected in Company's LPG Plant.
- ii) During annual plant maintenance of the LPG Plant.
- iii) During scheduled/un-schedule plant maintenance as per para 11.4 (b) availed if any by the purchaser.

11.2 The Minimum Guaranteed Upliftment (MGU) quantity shall be calculated on monthly basis and shall be determined in the following manner:

$$MGU = \frac{('N1' \text{ days} \times \text{monthly allotted quantity} \times 0.80)}{N}$$

Where,

'N1' = ['N'-'SO'-'SP'-'F']

And

'N' = Number of days in the relevant month

'SO' = Number of days for which OIL's LPG Plant remained shutdown during the month due to annual plant maintenance.

'SP' = Number of days shutdown availed by the Purchaser during the month pursuant to clause No. 10.4(b) above.

'F' = Number of Force Majeure days during the month including Bandh, where applicable and is as per terms of Force majeure clause.

11.2.1 While calculating the number of days for the first month, after the agreement comes into effect, the days shall be counted from the 1st day of upliftment and shall end on the last day of the month. Also for calculating the number of days for the last month of the contract, the days shall be counted from the 1st day of the month and shall end on the last day of the contract.

11.3 The billing in respect of Minimum Guaranteed Upliftment (MGU) will be made on a monthly basis and the same will be paid by the Purchaser within fifteen days from the date of billing. Delay in settlement of MGU bills will attract interest @ 1% above SBI PLR. In case of delay beyond 15 days the company (OIL) also reserves the right to deduct the amount together with interest from available advance or restrict future sale of condensate.

- 11.4 Pricing of Minimum Guaranteed Upliftment (MGU) quantity shall be calculated on the basis of simple average of fortnightly price raised during the above month.
- 12.0 **INSURANCE:**
- 12.1 The Purchaser shall arrange comprehensive insurance to cover all risks in respect of the Purchaser's facilities, personnel materials, equipment etc. belonging to the Purchaser or its sub-contractors / transporters / authorized agents during the currency of this Agreement. Under no circumstances, the Company shall be responsible for this.
- 12.2 The Purchaser shall at all times during the currency of Agreement provide, pay for and maintain the following insurances amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) General Public liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property under Public liability Insurance Act 1991. This insurance must cover all operations of the Purchaser required to fulfill the provisions under this Agreement.
 - c) The Purchaser's facilities provided by the Purchaser for performance of the work hereunder shall have an insurance cover with a suitable limit.
 - d) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
- 12.3 The Purchaser shall obtain additional insurance or revise the limits of existing insurance as per the Company's request, in which case additional cost shall be to Purchaser's account.
- 12.4 Any deductible set forth in any of the above insurance shall be borne by the Purchaser.
- 12.5 The Purchaser shall furnish to OIL prior to commencement of lifting the certificates of all its insurance policies covering the risks mentioned above.
- 12.6 If any of the above policies expire or are cancelled during the term of Agreement and if the Purchaser fails for any reason to renew such policies, then the Company may renew/replace same and charge the cost thereof to the Purchaser. Should there be a lapse in any insurance required to be carried out by the Purchaser for any reason whatsoever loss/damage claims resulting there from shall be to the sole account of the purchaser.
- 12.7 The Purchaser shall require all of their sub-contractors, transporters and authorized agents to provide such of the foregoing insurance coverage as the Purchaser is obliged to provide under this Agreement and inform Company about the coverage prior to the commencement of agreements with such sub-contractors, transporters and authorized agents.
- 12.8 All insurance taken by the Purchaser or their sub-contractors shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.
- 12.9 Insurance, if any, taken by the Company with regard to this Agreement shall be endorsed to provide that the underwriters waive their rights of recourse on the Purchaser or his contractors, sub-contractors and authorized agents.
- 13.0 **INVOICING & PAYMENT:**
- 13.1 Invoice will be raised by OIL daily based on the actual quantity of Condensate delivered. The Purchaser has to collect the invoice from CGM-LPG, Oil India Limited, Duliajan.

- 13.2 Before collection of the invoice, the Purchaser has to deposit a demand draft drawn on a Scheduled Bank, having branch in Duliajan and payable at Duliajan or through RTGS/NEFT and other facilities adopted by the online banking system for equivalent amount towards the sale price of the quantity to be delivered per day in advance & obtain the Money receipt from the Accounts Department of the Company. The payment made & actual quantity uplifted will be reconciled on a fortnightly basis and the differential amount for the first fortnight will be adjusted with the deposit made on the 16th day of the month and the differential amount for the second fortnight of the month will be adjusted with the deposit made on the first day of the next month.

The Purchaser shall be allowed to lift the materials only on confirmation of receipt of money in Company's account.

- 13.3 The Money Receipt / clearance obtained from Accounts Department is to be submitted to CGM-LPG by the Purchaser for preparation of invoice and necessary clearance before sending the tanker / bowser for collection of Condensate from LPG Dispatch Terminal or any other loading point.
- 13.4 The Purchaser will regularly submit the requisite "Form C" to the Accounts Department as per the CST Act, 1956.

14.0 PURCHASER'S OBLIGATIONS:

14.1 The Purchaser confirms to comply with the following: -

- a) Submission of notarized Copy of Explosive License issued by the Chief Controller of Explosives (CCOE) or such authorized Govt. authority for storage of condensate valid as on date as well as during the period of Agreement.
- b) Submission of notarized Copy of Plant lay out approved by the office of Chief Controller of Explosives (CCOE) or such authorized Govt. authority including any modification after signing of the Agreement.
- c) Submission of an undertaking (as per Annexure-I) that materials lifted from Company during the month shall be transported to Purchaser's plant in order to produce finished goods and shall not be utilized at any other place and for any other purpose whatsoever or sale of such materials lifted from the Company to any other person, party or entity whether belongs to the purchaser or not. Purchaser shall be solely responsible for any consequential damage if caused to the Company by any authority under law due to its mishandling or misuse for some other purpose after taking delivery of the material from Company and shall render Company harmless all time for any misuse or otherwise of the Condensate sold to the purchaser.
- d) Submission of an Indemnity Bond (as per Annexure-II) indemnifying Company to fully protect, indemnify and hold harmless against any and all claims, demands, actions, suits, damages etc. once the tanker leaves Company's LPG Plant.
- e) Submission of an undertaking towards compliances of all the requirements in respect of informing various authorities, submission of returns as required, under the law or any administrative order in force including those which may be notified at any time during currency of the agreement and all such other obligations on the part of users of Condensate.
- f) Submission of the notarized copy of the Insurance cover taken under 'Public Liability Insurance Act 1991' to cover the risk of materials in transit and Third Party Risk.
- g) Submission of notarized Copy of Insurance coverage of Purchaser's building, plant & machineries and stock.
- h) Submission of a notarized copy of the Registration Certificates under the Central Excise Act, the Central Sales Tax Act.
- i) Submission of a notarized copy of Solvent / Raffinate / Slop License from District Magistrate.

- j) Submission of a notarized copy of NOC from Pollution Control Board.
 - k) The Purchaser shall also be responsible for complying with the following statutory stipulations and shall provide an undertaking on a Non-Judicial Stamp Paper in compliance thereof where under:
 - i. No person shall acquire and store Condensate, without a license issued by the State Government or District magistrate / Deputy Commissioner or any other Officer authorized by the Central or State Government.
 - ii. No person shall either use or help in any manner the use of Condensate as Motor Spirit, High Speed Diesel and / or any other fuel permitted by the Central Government.
 - iii. No person shall either adulterate or help in any manner adulterating of Motor Spirit and High Speed Diesel with Condensate.
 - iv. Every person whosoever is engaged in actual use of Condensate either imported or indigenous for manufacture of any petrochemicals or any other purpose shall submit End-use certificates to the District Magistrate or the State Civil Supplies Authorities by whatever name called.
 - v. Every person whosoever is engaged in actual use of Condensate either imported or indigenous for manufacture of any petrochemicals or any other purpose shall file end-use certificates to the District Magistrate or the State Civil Supplies Authorities by whatever name called
 - l) The Purchaser will extend all necessary co-operation and assistance in observing the prescribed procedures under the Central Excise Act/GST Act & other applicable statutes for clearing Condensate from the LPG Dispatch Terminal or any other loading point and will sign all necessary documents as may be required for this purpose.
- 14.2 In addition to above, purchaser shall have to abide by all Statutory / Administrative / Regulatory orders / guidelines in force from time to time during the currency of the agreement.
- 14.3 The Company will allow the Purchaser to uplift Condensate from its LPG Plant only after submission of duly notarized copies of all the requisite documents, certificates and licenses mentioned in this Agreement and after the same are verified / scrutinized with original and accepted by the Company.
- 15.0 **END USER CERTIFICATE:**
End User Certificate, duly endorsed by District Magistrate / Deputy Commissioner, must be submitted by the Purchaser to OIL on monthly basis. End User Certificate of a particular month must be submitted positively within the next month, failing which further supply of Condensate to the Purchaser may be stopped.
- 16.0 **COMPANY'S RIGHTS:**
- 16.1 OIL reserves the right to inspect the Purchaser's plant at any time during the currency of Agreement and check all the documents in compliance of various rules and regulations applicable to sale and consumption of Condensate and to examine adherence to contractual terms and conditions for which the Purchaser will extend all co-operation to Company's authorized representatives.
- 16.2 OIL reserves the right to terminate this Agreement at any time by giving immediate notice, in case it comes to knowledge of the Company of any violation by the Purchaser of any of the rules and regulations applicable or the Purchaser's non-compliance with any of the terms & conditions of this Agreement. The Purchaser will be solely responsible for any consequences arising in respect thereof. In such circumstances, Company shall have the right to forfeit the Security Deposit or to encash the Bank Guarantee furnished by the Purchaser as Security Deposit, as the case may be without giving any notice to the purchaser.

- 16.3 The Company reserves the right to its sole option without assigning any reason whatsoever to reduce the quantity of monthly supply depending on the production of Condensate and in that event it shall be binding on the Purchaser without any demur. The Purchaser confirms his acceptance without any demur in this regard.
- 16.4 The Company reserves the right and the purchaser confirms his acceptance to cancel / terminate this Agreement without any obligation whatsoever, if directed / advised by any Government Agencies or Competent Authority including the Board of Directors of the Company or Court of law.
- 17.0 **LIABILITY:**
- 17.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, assignees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment/facilities and/or loss or damage to the property of the Purchaser and / or his contractors or sub-contractors or authorized agents irrespective of how such loss or damage is caused and even if caused by the negligence of the Company and / or its servant, agents, nominees, assignees, contractors, authorized agents and sub-contractors. The Purchaser shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 17.2 Neither the Company nor its servants, agents, nominees, assignees, contractors, sub- contractors shall have any liability or responsibility whatsoever to whomsoever for injury to, illness or death of any employee of the Purchaser and / or his contractors or sub-contractors or authorized agents irrespective of how such injury, illness or death is caused and even if caused by the negligence of the Company and / or its servants, agents, nominees, assignees, contractors and sub-contractors. The Purchaser shall protect, defend, indemnify and hold harmless the Company from and against such liabilities and any suit, claim or expenses resulting there from.
- 17.3 The Purchaser hereby agrees to waive his right of recourse and further shall cause his underwriters to waive their right of subrogation against the Company and/ or his underwriters, Servants, Agents, Nominees, Assignees, Contractors and sub-contractors, for loss or damage to property of the Purchaser and I or his sub-contractor or his authorized agents when such loss or damage arises out of or in connection with the performance of this Agreement.
- 17.4 The Purchaser hereby agrees to waive his right of recourse and agrees to cause his underwriters to waive their right of subrogation against the Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Purchaser and of his contractors, sub-contractors, authorized agents and/or their employees when such injury, illness or death arises out of or in connection with the performance of this Agreement.
- 17.5 Except as otherwise provided, neither the Purchaser nor his servants, Agents, Nominees, Assignees, contractors or sub-contractors shall have any responsibility or liability whatsoever to whomsoever (including the owner) for loss of or damage to the property of the Company and / or its contractors or sub-contractors irrespective of how such loss or damage is caused and even caused by the negligence of the Purchaser /his servants, agents, nominees, and / or of the sub-contractors and/or his employees. The Company shall protect, defend, indemnify and hold harmless the Purchaser and his sub-contractors and his employees and crew from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 17.6 Neither the Purchaser nor its servants, agents, nominees, assignees and contractors/ sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury to, illness or death of any employee of the Company and / or its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of the Purchaser and/or his servants, agents, nominees, assignees, other contractors/sub- contractors. The Company shall protect, defend, indemnify and hold harmless the Purchaser from and against such liabilities, any suit, claim or expense resulting therefrom.
- 17.7 The Company hereby agrees to waive their right of recourse and further shall cause his underwriters to waive their right of subrogation against the Purchaser and / or its underwriters, servants, agents,

- nominees, assignees, contractors and sub-contractors for loss or damage to property of the Company and/or its contractors and sub-contractors when such loss or damage arises out or in connection with the performance of this Agreement.
- 17.8 The Company hereby agrees to waive its rights to recourse and agrees to cause its underwriters to waive their right of subrogation against the Purchaser or his underwriters for injury to, or illness or death of any employee of the Company and of its contractors and sub- contractors when such injury, illness or death arises out of or in connection with the performance of this Agreement.
- 18.0 **INDEMNITY AGREEMENT:**
- 18.1 The Purchaser agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands, and cause of action, liabilities, expenses, costs, liens and judgments of every kind and character, without limit, which may arise due to an involvement of the Purchaser's facilities, employees, agents, contractors and sub-contractors or their employees on account of damage, bodily injury or death, damage to property as a result of the operations contemplated hereby, regardless or whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.
- 18.2 The Company agrees to protect, defend, indemnify and hold Purchaser harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgments of every kind and character, without limit, which may arise due to an involvement of the Company's equipment, agents, contractors and sub-contractors or its employees on account of damage, bodily injury or death, damage to property as a result of the operations contemplated hereby regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.
- 18.3 **Indemnity Application:**
The indemnities given hereinabove, whether given by the Company or the Purchaser shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or causes of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.
- 18.4 **Indemnity against Accidents:**
Notwithstanding anything to the contrary contained hereinabove, it is agreed that the Purchaser shall to the maximum extent permitted under law, release, indemnify, defend and hold the Company and its sub-contractors and each of its and their respective directors, officers, employees, consultants, agents, harmless from and against any and all claims demands, causes of action, liabilities, damages, judgements, awards, losses, costs, penalties, fines and expenses and any costs related thereto (including but not limited to Court Costs and Attorney's fees and costs of litigation) for any kind of character ("Claims") asserted by or in favour of any person, party or entity, including, without limitation, Claims for damage to or loss or destruction of real or personal property belonging to any person, Party or entity (including without limitation property belonging to Company, Purchaser or any third party), and Claims for personal or bodily injury, sickness, disease or death of any person (including without limitation, personnel of Company, Purchaser or any third party) in respect of or resulting from:
- a) Transportation, installation, maintenance of operation of the unloading arrangements.
 - b) Any accident or damage to the tank trucks detailed for carrying condensate within and / or outside the Company's premises.
 - c) Any explosion or fire while in transportation and / or in use at the plant directly or indirectly caused by or contributed by or arising from the use of Condensate lifted / transported from the point of handing over at Duliajan.
 - d) Pollution or contamination of any kind.
 - e) Unauthorized use of the condensate.

Regardless of the cause, including without limitation any form of negligence, strict liability, breach of warranty (express or implied), breach of duty (statutory or otherwise), breach of contract, or any other legal fault or responsibility of the Company, Purchaser or any other person, party or entity.

19.0 **TERMINATION:**

This Agreement shall continue to be in force as provided for in clause No. 4.0 above unless terminated prematurely as provided hereunder:

- 19.1 Termination on expiry of the terms (Duration): This Agreement shall be deemed to have been automatically terminated on the expiry of duration of the Agreement or extension, if any.
- 19.2 Termination on account of insolvency: In the event that the Purchaser at any time during the term of the Agreement, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the Purchaser's rights and privileges hereunder, shall stand terminated forthwith.
- 19.3 Termination for unsatisfactory performance: The Company reserves the right to terminate the Agreement at any time during the currency of Agreement by giving immediate notice, in case it comes to Company's knowledge of any violation by Purchaser of any of the rules and regulations applicable for non-compliance with any of the terms & conditions of the agreement. Purchaser will be solely responsible for any consequences arising thereon.
- 19.4 Termination due to change of ownership & Assignment: In case the Purchaser's rights and / or obligations under the Agreement and / or the Purchaser's rights, title and interest to the equipment / material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Agreement.
- 19.5 Termination for discontinuing lifting: In case the Purchaser discontinues lifting of the Condensate for a continuous period of **30 (thirty)** days without any acceptable reasons, the Company may at its sole option, terminate the Agreement.
- 19.6 Termination on direction from Govt. / Court of Law / Competent Authority: OIL reserves the right to terminate this Agreement forthwith without any obligation whatsoever, and whomsoever, if directed / advised by any Govt. Agencies or Competent Authority including the Board of Directors of the Company or Court of law.
- 19.8 OIL reserves the right to terminate the agreement without assigning any reason thereof and without any obligation whatsoever and whomsoever, with 30 days' notice to the purchaser.
- 19.9 Either party to the Agreement shall have the liberty to terminate this Agreement by giving one month's notice to each other assigning reasons thereof.

20.0 **FORCE MAJEURE:**

- 20.1 Any non-performance or delay in performance by any Party hereto on any of its obligations under this Agreement, or in fulfilling any condition of any License or Lease granted to such party, or in meeting any requirement of any statute or any License, shall, except for the payment of monies due under this Agreement or under any law, be excused if, and to the extent that, such non-performance or delay in performance under this Agreement is caused by Force Majeure as defined hereunder:
- 20.2 For the purpose of this Agreement, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the party claiming to be affected by such event, or which, if anticipated or foreseeable,

could not be avoided or provided for, and which has caused the non-performance or delay in performance. Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomena or calamities, earthquakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, riots, strikes, insurrection and civil disturbances but shall not include the unavailability of funds.

20.3 Where a Party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than **24 (twenty four)** hours after the occurrence of the event of Force Majeure, notify the other Party in writing giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons for its suspension.

20.4 A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract. The party affected shall promptly notify the other Party as soon as the Force Majeure event is removed and no longer prevents it from complying with the obligations which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.

The Party asserting the claim of Force Majeure shall have the responsibility of proving that the circumstances constitute valid grounds of Force majeure under this clause and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure situation.

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

20.6 Notwithstanding anything contained herein above, if any event of Force Majeure occurs and is likely to continue for a period in excess of thirty days, the Parties shall meet to discuss the consequences of the Force Majeure and the course of action to be taken to mitigate the effects thereof or to be adopted in circumstances.

21.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

21.1 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 rd 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.

21.2 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 23.1 & 23.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

22.0 **APPLICABLE LAWS:**

22.1 Agreement shall be deemed to be an agreement made under, governed by and constructed in accordance with the laws of India. No Party shall do commit, adopt or participate in any act prohibited under the laws of India, in performance of the Agreement.

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

- a) Mines Act, 1952– as applicable to safety and employment conditions.
- b) Oil Mines Regulations, 2017.
- c) Employees' Compensation Act, 1923.
- d) The Acts / measures prescribed in IAGC standards, especially in regard to Safety and Environment.
- e) Environment protection and pollution control laws.
- f) The Explosives Act, 1984 and the Explosives Rules, 1983.
- g) Central Motor vehicle Rules, 1988 and rules thereof.
- h) Assam Motor Vehicle Act, 1988 and rules thereof.
- i) Public Liability Insurance Act, 1991.
- j) Contract Labour (Regulation & Abolition) Act, 1970.
- k) Any other law / rules not specified above but applicable in respect of sale / purchase / storage / utilization / transportation of condensate.

23.0 **AMENDMENTS:**

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

24.0 **NOTICES:**

Any notice given by one party to other, pursuant to the Agreement shall be sent in writing or by e-mail and confirmed in writing to the applicable address specified below:

COMPANY
GM - Materials,
Oil India Limited,
Duliajan - 786602,
Assam, India, Fax No. 0374-2800533

PURCHASER
M/s

***** END OF SECTION –III *****

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SECTION - IV

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

1.0 BID EVALUATION CRITERIA:

- 1.1 Bids will be evaluated technically subjecting to the Bid Rejection Criteria detailed below and thereafter, inter-se-ranking of Bidders shall be determined based on the commercial offers of the technically qualified bidder. Bidders are requested to quote Rate/Price strictly as per the format enclosed vide PROFORMA-A. Bidders will be ranked as H1, H2, H3 and so on..... in order of their quoted rates from highest to lowest.
- 1.2 OIL reserves the right to enter into agreements with more than one technically qualified Bidder, subject to matching the rate with H1 Bidder. Preference of matching the rates will be accorded to bidders in order of their ranking and OIL's decision in this regard shall be final and binding on the bidders.

2.0 BID REJECTION CRITERIA:

- 2.1 The bidders must submit copy of 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 completed financial years.
- 2.2 The bidders must possess valid Explosive License issued by the Chief Controller of Explosives for Storage of Petroleum products as on the bid closing date of the tender and a copy of the same must be submitted alongwith the Bid.
- 2.3 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.
- 2.4 The bidder must give undertaking to have Explosive License for Transportation of Petroleum Products like Naphtha / NGL / Condensate/Light Crude Oil/Solvent by tanker/bowser which will be used for transportation of the item.
- 2.5 The bidder must submit copies of TEC Assessment/TEC Inspection/TEC Recommendation/ Allotment letter from oil companies for Naphtha/ NGL / Condensate/ Light Crude Oil/ Solvent for the last three completed financial years and various value added products manufactured therein alongwith the name of parties to whom these value added products were sold as documentary evidence, without which the bid will be considered as incomplete and rejects.
- 2.6 The bidder must submit copies of State/Central Tax Registration Certificates.
- 2.7 The bidder must submit Auditor/Chartered Accountant's Report of Bidder's Business from the plant for the last three completed financial years preceding the bid closing date.
- 2.8 Bidders must submit a copy of plant layout approved by Chief Controller of Explosives (CCO&E).

- 2.9 Bidders must submit a valid copy of Solvent / Raffinate /Slop license from the District Magistrate.
- 2.10 Bidders must submit a copy of insurance coverage of party's building, plant & machineries and stock.

Note: Bidder's have to submit necessary documentary evidence as required under 2.1 to 2.10 above without which offer is liable for rejection.
Moreover, OIL reserves the right to check the original documents of above for necessary verification during techno-commercial evaluation of the bids.

- 2.11 The company has fixed a minimum basic price of Rs. 37,803.17 per MT {which is based on average downloaded Reuters price (PLATT's rate) for the 1st fortnight of April, 2018}. The basic quoted rate by bidder should not be less than this minimum basic rate. The basic sale price of condensate shall vary (increase or decrease) in proportion to the change in the declared average quoted price (PLATT rate) for C5-C6 (naphtha SGP) on fortnightly basis in comparison to the minimum basis price as indicated above. The basic price is exclusive of CESS under OIDB Act, NCCD, Educational Cess, Sales Tax and other Govt. Levies prevailing at the time of sale of the product which will be payable extra by the purchaser. Company reserves the right to reject any or all offers if it considers the quoted rates as not reasonable.
- 2.12 CESS under OIDB Act, NCCD and Central Sales Tax will be on bidders' account.
Bidder to confirm the same in their Bid without which the offer will be considered as incomplete and rejected.
- 2.13 The Tender documents are not transferable. Only those offers will be accepted which are directly submitted by the bidders to whom tender document has been issued. Unsolicited offers will be rejected outright.
- 2.14 Conditional offers will be rejected outright.
- 2.15 The bidders must submit supporting documents for proper and appropriate use of this Condensate 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 the technical bid.
- 2.16 The Technical bid that includes any price details will be rejected.

***** END OF SECTION - IV *****

PROFORMA-A

SALE OF CONDENSATE RECOVERED FROM LPG PLANT AT DULIAJAN
PRICE BID/PRICE SCHEDULE FORMAT

Sl. No.	Item Description / Particulars	Unit	Value
1	BASIC RATE OF CONDENSATE	MT	Rs. (Rate per MT in figures and words)
2	CESS UNDER OIDB ACT @20% ad-valorem		Rs.
3	NCCD	MT	Rs. 50.00 (Rupees fifty only)
		Grand Total per MT	Rs.

NOTE:

i) Billing will be on fortnightly basis based on the methodology as above and taking the basis rate as the average rate up to the last day of previous fortnight. Based on the price calculated as above, payment has to be made in advance before lifting of condensate.

ii) The basis price is exclusive of CESS under OIDB Act, NCCD, Sales Tax and other Govt. Levies prevailing at the time of sale of the product. CESS under OIDB Act, NCCD, Central Sales Tax and any other statutory / local levies will be borne by the purchaser and which shall be paid to the company along with the basic price of Condensate and Company will deposits the same with the concerned Govt. authorities.

iii) VAT/Central Sales Tax shall be extra as applicable. Successful bidder/Purchaser has to submit Form "C" to the Company on a regular basis failing which CST @5% will be charged extra.

iv) The Prevailing rates on CESS under OIDB Act, NCCD and Educational Cess are indicated in the price format (Proforma-A) of the bid document. However, any changes in these rates of introduction of new levies by the statutory authority during the contract period will be to the purchaser's accounts.

***** END OF PROFORMA - A *****

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PROFORMA-B

Ref. No.

Bank Guarantee No.

BANK GUARANTEE FORMAT FOR BID SECURITY

TO,
OIL INDIA LIMITED
P.O. – DULIAJAN – 786602
ASSAM, INDIA

WHEREAS, (Name of Bidder)(hereinafter called "the Bidder") has submitted their offer No. dated for the purchase of Condensate from OIL's LPG Plant at Duliajan (hereinafter called "the Bid") against Oil India Limited, Duliajan (hereinafter called the Company)'s Tender No. KNOW ALL MEN BY these presents that we (Name of Bank.....) of (Name of Country.....) having our registered office at (hereinafter called "Bank") are bound unto the Company, in the sum of (*.....) 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 said Bank thisday of

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws / modifies their Bid during the period of Bid validity specified by the Bidder;
or
2. If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of Contract in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;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/e-mail), without the 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 both of the two 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.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be minimum 90 days after the end of the validity period of the Bid.

Note: The Bank Guarantee issuing bank branch must ensure the following:

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

i) "MT 760/MT 760 COV for issuance of bank guarantee.

ii) "MT 760/MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

***** END OF PROFORMA - B *****

DRAFT CONTRACT / AGREEMENT FORM

This Contract/agreement is made on _____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor), hereinafter called the "Purchaser" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part.

WHEREAS the Company desires to sale condensate recovered from its LPG Plant at Duliajan as detailed hereinafter and tenders were invited by the Company from bidders having requisite experience and statutory clearances vide Tender No. ----- .

WHEREAS, the purchaser vide its bid ----- represents that they have requisite clearances and resources and agrees to purchase Condensate recovered from Company's LPG Plant at Duliajan for their distillation unit at ----- .

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____ submitted by the Purchaser against Company's Tender No. _____ .

WHEREAS Purchaser has accepted Company's Letter of Award vide their letter no. _____

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract / agreement. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Purchaser's bid and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorised solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) The Special Terms and Conditions of Contract (as detailed in Section - III of the bid document)
- (b) The Schedule of rates (as per Proforma -A of the bid document)
- (c) Undertaking (as per Annexure -I of bid document)
- (d) Indemnity agreement (as per Annexure -II of bid document)

IN WITNESS where of, the parties hereto set their hands and sealed as on the day and year first above written

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)
Name:
Status:
In presence of
1.
2.

For and on behalf of
Purchaser(M/s _____)
Name:
Status:
In presence of
1.
2.

***** END OF PROFORMA - C *****

PERFORMANCE BANK GUARANTEE FORM (UNCONDITIONAL)*

TO,
OIL INDIA LIMITED
P.O. – DULIAJAN – 786602
ASSAM, INDIA

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 the security deposit in the form of a Bank Guarantee by a schedule bank as security deposit
for compliance with Contractor's 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 in figures.....)** (in words), such amount being
payable in the types and proportions of currencies in which the Contract price is payable, and we
undertake to pay you, upon your first written demand and without demur or argument, any sum or
sums within the limits of guarantee sum as aforesaid without your needing to prove or to show
grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of
your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until theday of
(To be calculated at **3 months** after Contract completion date).

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

A. Issuing Bank:

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

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____

Address _____
Witness _____
Address _____
Date
Place _____

Note: The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

***** END OF PROFORMA - D *****

PROFORMA-E

PROFORMA LETTER OF AUTHORITY

TO
OIL INDIA LIMITED

Sir,

Sub: OIL's Tender No.

We _____ confirm that Mr. _____
_____ (Name and address) as authorized to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against Tender No. for Sale of
Condensate recovered from OIL's LPG Plant at Duliajan.

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

Yours Faithfully,

Signature: _____

Name & Designation: _____

For & on behalf of: : _____

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

***** END OF PROFORMA - E *****

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. **CDI7813P19** for Sale of Condensate recovered from OIL's LPG Plant. 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:-

- a. 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.
- b. 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.
- c. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
1. 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.
2. 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.
1. 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 sub-contractors 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.

Section7-Criminal charges against violating Bidders/Contractors/Subcontractors

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

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract)(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(P.R.ROY)
DGM(D)

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1:

Date : 26.04.2018

Witness 2:.....

***** END OF PROFORMA - F *****

PROFORMA - G

Tender No. CJI7348P18

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

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

(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 highlighted as per format provided above and to be submitted as part of their Technical 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.

******* END OF PROFORMA - G *******

PROFORMA - H

AUTHORIZATION LETTER FOR ATTENDING BID OPENING

To,
Head -Materials
Oil India Limited
Duliajan -786602: Assam

Dear Sirs,

Sub: OIL's e-Tender No. CDI7813P19 for Sale of Condensate

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,

Signature: _____
Name & Designation: _____
For & on behalf of: _____

***** END OF PROFORMA - H *****

UNDERTAKING

(To be typed on Non-judicial Stamp Paper duly attested by Notary Public. The value of NJ Stamp Paper shall be as per Stamp Act of the concerned State)

We, M/s. _____ do hereby undertake and assure that the Condensate hereinafter called "Product" lifted from LPG Plant of Oil India Limited (OIL), Duliajan, District Dibrugarh, Assam-786602 shall be transported to our premises and used there for the purpose of manufacturing finished goods.

We further affirm that we as a buyer/purchaser of the Condensate shall be solely responsible for any consequential damage if caused to OIL due to its mishandling / misuse for some other purpose other than the purpose mentioned above or due to change in chemical composition / concentration of the product after taking delivery of the same from OIL's LPG Plant. The buyer/purchaser shall neither use nor help in any other manner the use of the product in any automobile.

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/s.....

Office Seal:

Date : _____

***** END OF Annexure - I *****

INDEMNITY AGREEMENT

(To be typed on Non-judicial Stamp Paper duly attested by Notary Public. The value of NJ Stamp Paper shall be as per Stamp Act of the concerned State).

The delivery of Condensate shall be in Licensed Tanker to be deployed by M/s_____. Once the Tanker leaves the LPG Plant of Oil India Limited, Duliajan, Assam, M/s._____ shall be deemed to be in exclusive possession and control of the said Condensate and shall be fully liable and responsible for its arrangements appurtenance and properties.

Accordingly, M/s. _____covenants and agrees to fully protect, indemnify and hold Oil India Limited, its employees and successors and assignees harmless against any and all claims, demands, actions, suits, proceedings and judgements 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 _____ its employees, agents or successors and assignees or by third parties on account of damages or injury to property or person or loss of life resulting from or arising out of the transportation, installation, presence, maintenance or operation of the unloading arrangements, appurtenances and properties of M/s _____ or others relating to the possession and handling of any Condensate supplied and further defend Oil India Limited at M/s. _____'s sole expenses in any litigation involving Oil India Limited.

Authorised Signatory

Signature :

Name :

M/s.....

Office Seal:

Date : _____

***** END OF Annexure - II *****

END OF TENDER DOCUMENT

e-TENDER NO. CDI7813P19

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