



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

Materials & Contracts Department  
(Rajasthan Project)  
02-A, District Shopping Centre,  
Saraswati Nagar, Basni, Jodhpur – 342005  
Rajasthan, India. Phone -0291-2729472;  
Fax : 0291-2727050  
Email: [anitadam@oilindia.in](mailto:anitadam@oilindia.in)  
[erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)

## FORWARDING LETTER

To,

M/s. í í í í í í í í í í í í í í í ..

### TENDER NO. CJI7348P18 FOR SALE OF LIGHT CRUDE OIL FROM DANDEWALA GAS PROCESSING STATION, JAISALMER, RAJASTHAN

Sirs,

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

- |  |   |   |
|--|---|---|
| i) Tender No. & Date                   | : | <b>CJI7348P18</b>   |
| ii) Tender Fee                         | : | <b>₹ 2000.00</b> (Non-refundable)<br>[PSUs and SSI units are exempted]  |
| iii) Type of Bidding                   | : | Single Stage Two Bid System   |
| iv) Bid Closing Date & Time            | : | 10.04.2018 (11:00 Hrs.)   |
| v) Technical Bid Opening Date & Time   | : | 10.04.2018 (15:00 hrs.)   |
| vi) Commercial Bid Opening Date & Time | : | Will be intimated to the qualified bidders nearer the time.   |
| vii) Bid Submission Place              | : | <b>OIL INDIA LIMITED</b><br>2A, Saraswati Nagar<br>District Shopping Centre, Basni<br>Jodhpur-342005, RAJASTHAN |
| viii) Bid Opening Place                | : | Office of DGM(M&C)<br><b>OIL INDIA LIMITED, Jodhpur</b>   |
| ix) Bid Security Amount                | : | <b>₹ 24,83,000.00</b> (non-interest bearing)<br>[SSI Unit & PSUs are exempted]                                  |
| x) Bid Security Validity               | : | 210 days from the Bid Closing Date  |

- xi) Performance Security Amount : ₹ 37,23,000.00 (non-interest bearing)
- xii) Performance Security Validity : Valid till 3 months beyond the Contract Period.

**2.0 Integrity Pact :** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. 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 signs the Bid.

### **3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of **Class 3 with Organizations Name** 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.**

3.2 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.

3.3 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.

### **3.4 EXEMPTION OF TENDER FEE:**

3.4.1 If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

3.4.2 Public Sector Units (PSU) are also exempted from payment of tender fee.

4.0 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](mailto:erp_mm@oilindia.in), Ph.: 03742807192/7178.

### **5.0 IMPORTANT NOTES:**

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

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement

site only except the following documents which shall be submitted manually by the bidder in two copies in a sealed envelope super-scribed with OIL's Tender No., Bid Closing date and marked as 'Original Bid Security' and addressed to Dy. General Manager(M&C), OIL INDIA LTD., Rajasthan Project, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India) :

- a) Original Bid Security along with two sets of photocopy
- b) Printed catalogue and Literature, if called for in the tender.
- c) Power of Attorney for signing the bid.
- d) Any other document required to be submitted in original as per tender requirement.

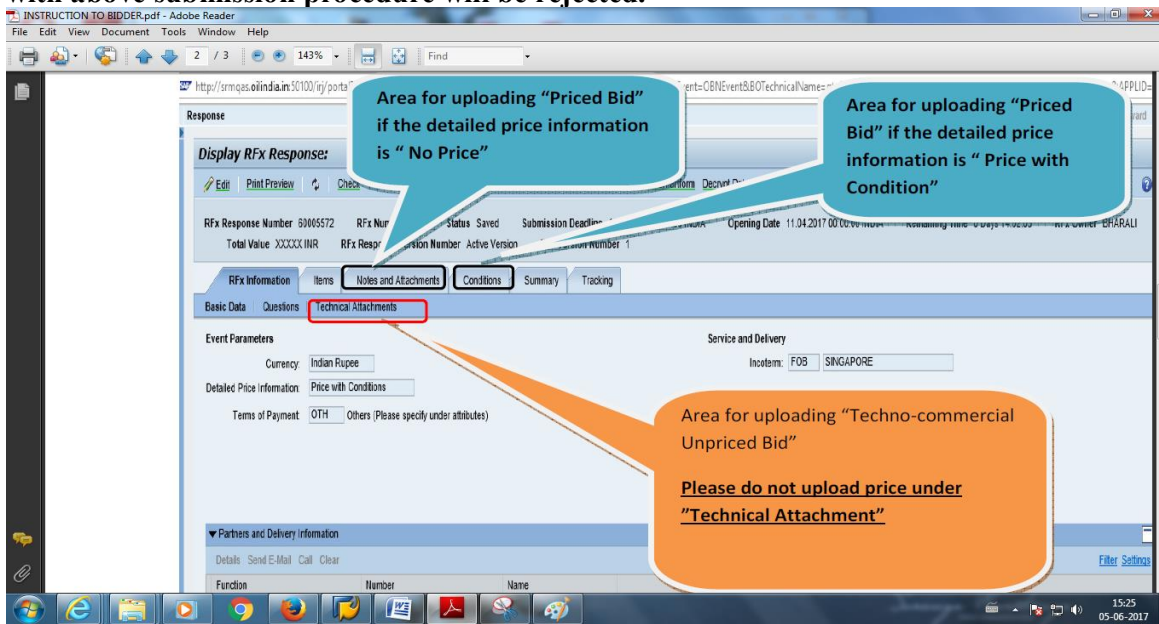
**The above documents including the Original bid security, must be received at OIL's Dy. General Manager(M&C)'s office at Jodhpur on or before 11.00 Hrs(IST) on the Bid Closing date failing which the bid shall be rejected.** A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

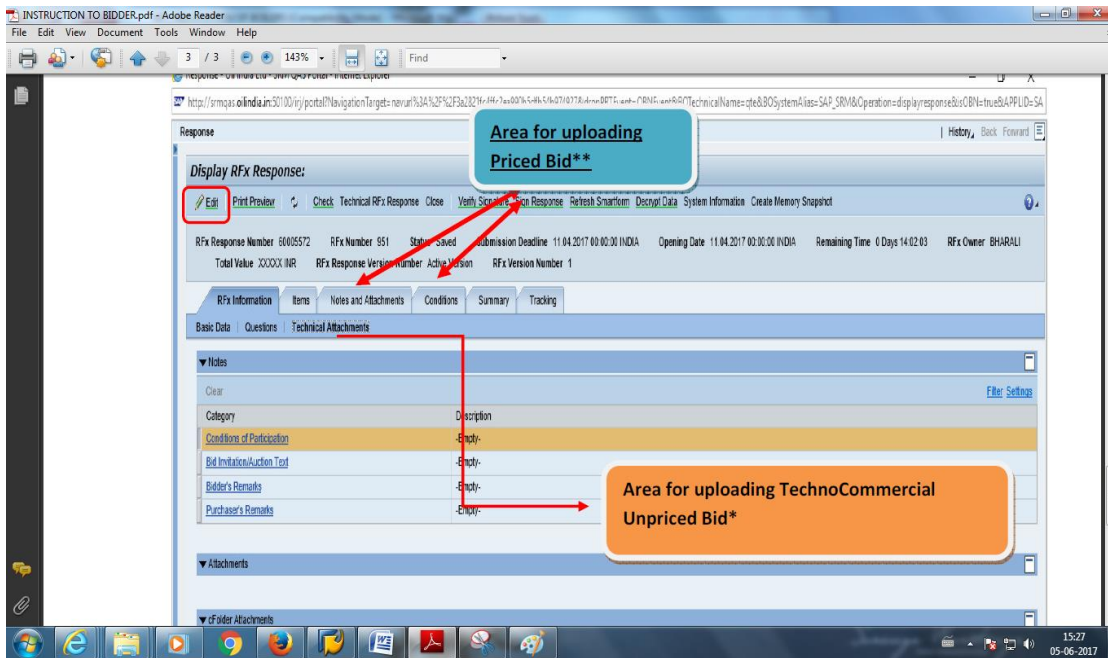
ii) Bid should be submitted online in OIL's E-procurement site before 11.00 AM (IST)(Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.00 PM(IST) at the office of the Chief Manager(M&C) in presence of the authorized representatives of the bidders.

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

iv) Payment of Tender Fee should be made through online gateway mode only and no other instrument (Cash/DD/Cheque/Cashier Cheque etc.) will be acceptable.

v) The tender is invited under SINGLE STAGE TWO BID SYSTEM. The bidders shall submit both the 'TECHNICAL' and 'PRICED' bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page, otherwise the offer will be rejected. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected.**





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

\*The “Techno-Commercial Unpriced Bid” shall contain all techno commercial details except the prices.

\*\* Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”

**Note :**

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

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

7.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

( Anita Dam )  
DGM (M&C)  
For CGM-Services(RP)  
For Executive Director(RP)

## SECTION – I

### INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL), Rajasthan Project, Jodhpur invites competitive bids under SINGLE STAGE TWO BID SYSTEM from indigenous eligible bidders having requisite experience and statutory clearances for Sale of Light Crude Oil produced in the oilfields of its Rajasthan Project for a period of four(04) years.
- 1.1 Tender No. : **CJI7348P18**
- 1.2 Bid closing Date & Time : 10.04.2018 (11:00 Hrs. IST)
- 1.3 Tender Fee (Non-refundable) : ₹ 2,000.00 (Rupees Two Thousand only)
- 1.4 Bid Security (Non-interest bearing) : ₹ 24,83,000.00 (Rupees Twenty Four lakh Eighty Three Thousand only)
- 2.0 Presently, OIL produces approximately 70 to 75 MT of Light Crude Oil per month as associated product of natural gas from its oilfields at Rajasthan and collected at Dandewala GPC Plant in Jaisalmer District of Rajasthan. Light Crude Oil will be made available to the purchasers at Dandewala GPC (Nearly 150 KM from Jaisalmer Township). Analysis report of the Light Crude Oil is furnished in Appendix ó A of Section ó IV.
- 3.0 Non-transferable bid documents can be purchased online through OIL's e-Procurement Portal (<https://etender.srm.oilindia.in/irj/portal>)
- 4.0 OIL 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 THE BIDDERS

#### 1.0 DESCRIPTION OF PROJECT

1.1 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprise, is engaged in exploration and production of Natural Gas from its Jaisalmer Basin and Heavy Oil from Bikaner-Nagaur basin of Western Rajasthan, India. The Project Office at Jodhpur, Rajasthan is well connected by air, rail and road. OIL produces Light Crude Oil as associated product of Natural Gas from its oilfields at Rajasthan and collected at Dandewala Gas Processing Complex (DND-GPC) in Jaisalmer District of Rajasthan.

#### 2.0 COST OF BIDDING

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

#### 3.0 BID DOCUMENTS

3.1 The product for sale, bidding procedures and contract terms are prescribed in this Bidding Document. This bid document includes the following:

(a) A Forwarding Letter highlighting the following -

- i. Oil India Limited's Tender No.
- ii. Tender fee
- iii. Bid Closing Date and Time
- iv. Bid Opening Date, Time and Place
- v. Bid Security
- vi. Performance Security Deposit

(b) Invitation for Bids (Section-I)

(c) Instruction to Bidders (Section-II)

(d) Bid Evaluation Criteria and Bid Rejection Criteria (Section 6 III)

(e) Conditions of Agreement / Draft agreement (Section 6 IV)

(f) Appendix-A, Proforma-I, II, III, IV, V, VI, VII, VIII & IX

3.2 The bidders are expected to examine all instructions, forms, terms and specifications included in the Bid Document. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Document in totality will be at the Bidder's risk and responsibility and may result in rejection of the bids.

#### 4.0 AMENDMENT OF BIDDING DOCUMENTS :

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid document through an addendum.

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the 'Technical RFx Response' under the tab 'Amendments to Tender 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. **Bidders are to check from time to time the E-Tender portal ["Technical RFX Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

## **5.0 PREPARATION OF BIDS**

5.1 BID DOCUMENTS COMPRISING THE BID : The bid submitted by the bidder shall comprise the following components -

### **I. TECHNICAL BID**

- i) The Complete Bid Document signed on each page by the authorized signatory of the bidder [without mentioning the price offered].
- ii) Relevant documents required to be submitted as per the Bid Rejection Criteria set forth in Section-III.
- iii) Bid Security as per para 8.0.

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

- i) Price Bid as per PROFORMA-I
- 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 ₹ 29,100.00 per MT (exclusive of Royalty, CESS, 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). The Company reserves the right to reject any or all offers if it considers the quoted rates as not reasonable.

## **7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATION**

7.1 Bidders must submit the relevant documents as called for in the Bid Rejection Criteria (BRC) vide Section 6 III of this bid document to qualify for the tender.

## **8.0 BID SECURITY**

8.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 8.9 hereunder.

8.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the Forwarding Letter and shall be denominated in the currency of the Bid, and shall be as per OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-II** in favour of OIL and payable at Jodhpur, Rajasthan from any of the following Banks

- (a) Any scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank ,

Note : Bid Security in the form of DD/Cheque/Cashier Cheque or any other mode will not be acceptable.

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

8.3.1 The following is the Bank details of OIL, Rajasthan Project for obtaining Bank Guarantee:

Bank Details of Beneficiary(OIL, Rajasthan Project)	
a) Bank Name	CORPORATION BANK
b) Branch Name	JODHPUR BRANCH (0492)
c) Branch Address	No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN
d) Banker Account No.	049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291-2649128, 2625504
j) Contact Person Name	MR. P. RAMNATH DIWAKAR
k) Fax No.	-
l) Email Id	cb492@corpbank.co.in

8.4 The Bank Guarantee shall be valid for 90 days beyond the validity of the bids specified in the Bid Document.

8.5 Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.

8.6 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.

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

8.8 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Jodhpur, Rajasthan, the place of issuance of tender.

**8.9 Bidders can also submit Bid Security through OIL's on-line Payment Gateway mode.** (Note : In case of online submission of Bid Security by bidder, the amount will only be refunded only after adjusting bank charges if any. The bank charges will be to bidder's account. However, the return of Bid Security will be governed by the terms and conditions of the Bid Document.)

8.10 Any bid not secured in accordance with **sub-clause 8.2 or 8.9** above shall be rejected by the Company as non-responsive.

8.11 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

8.12 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

8.13 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure



validity of the Bid Security till such time the Performance Security in conformity with **Clause 28.0** below is furnished.

8.14 Bid Security shall not accrue any interest during its period of validity or extended validity.

8.15 The Bid Security may be forfeited, if :

- i) The bidder withdraws the bid within its original/extended validity.
- ii) The bidder modifies/revise their bid suo-moto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder

8.16 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List for a period of six(06) months to two(02) years as the case may be as per Company's Banning Policy(available in OIL's website).

**8.17 The scanned copy of the original Bid Security in the form of Bank Guarantee must be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal.** The original Bid Security shall be submitted by bidder to the office of DGM(M&C), Oil India Ltd., Rajasthan Project, 2A-Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India in a sealed envelope which must reach the office on or before 11.00 Hrs (IST) of the Bid Closing date. The envelope must be superscribed with Bid Security, Tender No., Description & Bid Closing Date.

8.18 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.

8.19 The following clause is applicable for bid security submitted in the form of Bank Guarantee/LC.

Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid.

The bank guarantee issued by the bank must be routed through SFMS platform as per 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, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

## **9.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

9.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

9.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

## **10.0 PERIOD OF VALIDITY OF BIDS**

10.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

10.2 In exceptional circumstances, the Company may solicit the bidder's consent to an extension of the period of validity. A bidder may refuse the request without forfeiting their Bid Security. A bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their Bid Security.

## **11.0 SIGNING OF BID**

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

11.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-VIII**) shall be indicated by written Power of Attorney accompanying the Bid.

11.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

11.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

11.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## **12.0 SUBMISSION OF OFFER:**

12.1 The tender is processed under Single Stage Two Bid System. Bidder shall submit the Technical bid and Priced bid along with all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "HELP DOCUMENTATION" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per the requirement of the bid document(Section-IV) and Priced Bid as per the Price Bid Format(Proforma-I). The Technical Bid should be uploaded in the "RFx Information" under "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-I should be uploaded as Attachment under Notes and Attachment Tab. No price should be given in the "RFx Information", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered.

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the "Tender No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name" and should be submitted to DGM(M&C), Oil India Ltd., Rajasthan Project, 2A-Saraswati Nagar, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs(IST) on the bid closing date indicated in the IFB :

- i) The Original Bid Security along with 2 sets of photocopy
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

12.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per

Proforma-X of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma - X and the same should be uploaded along with the Technical Bid.

12.3 Timely delivery of the documents in physical form as stated in Para 12.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

12.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

### **13.0 DEADLINES FOR SUBMISSION OF BIDS**

13.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.

13.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

13.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 11.00 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

### **14.0 LATE BIDS**

14.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

### **15.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

15.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be put in the Holiday List for a period varying from six(06) months to two(02) years as the case may be as per Company's Banning Policy.

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

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

### **17.0 BID OPENING AND EVALUATION :**

17.1 Company will open the Technical Bids, including submission made pursuant to clause 12.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned

in the Forwarding Letter. However, an authorisation letter (as per **Proforma-VII**) 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. In technical bid opening, only "Technical RFX Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFX Response" Tab Page only in the E-portal.

17.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

17.3 Bids which have been withdrawn pursuant to clause 19.0 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 digitally signed and whether the bids are generally in order.

17.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

17.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

17.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid 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 Bid 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.

17.7 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.

17.8 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.

## **18.0 OPENING OF COMMERCIAL BIDS :**

18.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in

presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

18.2 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.

18.3 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 there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

#### **19.0 AWARD OF CONTRACT :**

19.1 The Company will award the contract to the 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.

19.2 Prior to expiry of the period of bid validity or extended validity, the Company will notify the bidder in writing that their bid has been accepted.

19.3 The notification of award will constitute formation of the contract.

19.4 The Conditions of the Contract/ Draft Agreement is enclosed as SECTION-IV which forms a part of this bid document.

#### **20.0 PERFORMANCE SECURITY DEPOSIT :**

20.1 Within two (02) weeks of issue of notification of award (LOA) from the Company, the successful bidder shall furnish the Performance Security Deposit for an amount of **Rs 37,23,000.00** (Rupees Thirty Seven Lakh Twenty Three Thousand) only in the form of Bank Guarantee (in the prescribed format provided with the bid document) or in any other form acceptable to the Company from a scheduled bank. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan). The Bank Guarantee may be invoked either in part or full by the Company as compensation for any loss resulting from contractor's failure to fulfill its obligations under the contract.

20.2 The Performance Security Deposit specified above must be valid up to three months beyond the date of expiry of the contract. In case the period of the contract is extended as per the provisions of the contract, the Security Deposit should also be extended accordingly i.e. up to three months beyond the date of expiry of the contract for the extended period. The Security Deposit shall accrue no interest.

20.3 Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

20.4 The following clause is applicable for performance security submitted in the form of Bank Guarantee/LC.

Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and

ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Performance Bank Guarantee to OIL's order/contract issuing office.

The bank guarantee issued by the bank must be routed through SFMS platform as per 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, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

## **21.0 DELIVERY OF LIGHT CRUDE OIL :**

21.1 The Light Crude Oil shall be delivered to the purchaser at Dandewala GPC (DND-GPC) in Jaisalmer District of Rajasthan (Nearly 150 KM from Jaisalmer Township). Delivery of Light Crude Oil will be against advance payment only.

## **22.0 LIQUIDATED DAMAGES :**

22.1 Light Crude Oil will be made available to the Purchaser at Dandewalla GPC of the Company. Due to limitation in Storage Tanks, failure to lift in time shall cause Shut down of the Dandewala GPC Plant. Hence, the Purchaser will be required to ensure uninterrupted lifting of Light Crude Oil. The Purchaser will be required to place the tanker/bowser at DND-GPC for lifting of Light Crude Oil after completing all formalities within 72 (Seventy Two) hours of the Company's notice in writing through fax/letter. The bowser must fulfil the statutory requirements of Oil Field Operations like earthing provisions, flame arrestor in the exhaust pipe etc. In case of non-compliance of the same resulting in shut-down of DND-GPC, the Company will reserve the right to impose Liquidated Damages equivalent to the price of 28 MT of Light Crude Oil per week or part thereof subject to a maximum of 7.5% of the total value of the contract. Also, the Company will be at liberty to dispose the Light Crude Oil to any other purchaser to continue uninterrupted production of Light Crude Oil and loss suffered by the Company due to this will be recoverable from the purchaser.

## **23.0 OTHER CONDITIONS: `**

23.1 Employees of Oil India Limited are prohibited from quoting against this tender directly and also indirectly through a third party on their behalf.

23.2 The bidder must declare the particulars of relatives which include spouse, sons/daughters, brothers/sisters, first cousins/uncles and their spouses working in Oil India Limited, if any, in Proforma-V.

23.3 The bidder must give undertaking and indemnity bond in the enclosed Proforma 6 III and IV.

23.4 Any dispute arising out of this tender will be subject to the jurisdiction of the court of Jodhpur.

23.5 OIL reserves the right to accept or reject any offer without assigning any reason whatsoever. Oil India Limited's decision in this regard shall be final.

23.6 To establish the credentials of the bidder, the plant may be inspected by O.I.L.'s representatives and verify authenticity of documents etc. prior to award of contract.

#### **24.0 INTEGRITY PACT:**

24.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide PROFORMA- IX of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

24.2 OIL has appointed the following three persons as Independent External Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

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

#### **25.0 EVALUATION OF OFFERS:**

25.1 The Bids will be evaluated as per Bid Evaluation Criteria and Bid Rejection Criteria detailed in SECTION-III:

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



## **SECTION - III**

### **BRC/BEC FOR SALE OF LIGHT CRUDE OIL PRODUCED IN RAJASTHAN PROJECT OF OIL INDIA LIMITED**

**A. BID REJECTION CRITERIA :**

- i) The bidders must submit copy of Industry Registration Certificate issued by Department of Industries to process petroleum products like Naphtha/NGL/Condensate/Light Crude Oil in their plant and quantity of various products processed during the last three financial years.
- ii) The bidders must submit a copy of valid Explosive License issued by the Chief Controller of Explosives for Storage of petroleum products.
- iii) The bidder must submit a copy of valid Environmental Clearance Certificate issued by State Pollution Control Board for prevention and control of pollution in their plant.
- iv) The bidder must give undertaking to have Explosive License for Transportation of Petroleum Products like Naphtha/NGL/Condensate/Light Crude Oil, etc. by tanker/bowser which will be used for transportation of the item.
- v) The bidder must submit copies of State/Central Tax Registration Certificates.
- vi) Bidder must submit a copy of plant layout approved by Chief Controller of Explosives (CCO&E).
- vii) Bidder must submit a copy of solvent/Raffinate/Slop license from the District Magistrate.
- viii) Bidder must submit a copy of insurance coverage of party's building, plant & machineries and stock.
- ix) The bidder must submit Auditor/Chartered Accountant's Report of Bidder's plant for the last three financial years.
- x) The Company has fixed a floor price (minimum basic price) of ` 29,100 (Rupees Twenty Nine Thousand One Hundred) only per MT (exclusive of Royalty, CESS, NCCD, Educational Cess, VAT and other Govt. Levies prevailing at the time of sale of the product which will payable extra by the purchaser). Company reserves the right to reject any or all offers if the quoted rates are below the floor price.
- xi) Royalty, CESS and Sales Tax will be on bidder's account without which the offer will be considered as incomplete and rejected.
- xii) The 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.
- xiii) The bidders should not have any outstanding dues payable to OIL(RP) against any agreement as on Bid Closing date failing which the offer will be liable for rejection.

- xiv) Conditional offers will be rejected outright.
- xv) The bidders must submit supporting documents for proper and appropriate use of this Light Crude Oil and must confirm it by indicating the processing methods in their plant.
- xvi) The Technical bid that includes price details will be rejected.

Notes:

- i) Bidders are required to submit necessary documentary evidence as indicated above without which offer is liable for rejection.
  - ii) Bidders will be required to produce the original documents as above for necessary verification during inspection by OIL&S Team.
- xvii) Bids not accompanied with Original Bid Security as per Clause 8.0 of SECTION-II will be summarily rejected.

**B. BID EVALUATION CRITERIA :**

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

**END OF SECTION-III**

## SECTION – IV

### SALE OF LIGHT CRUDE OIL PRODUCED BY OIL INDIA LTD RAJASTHAN PROJECT

#### CONDITIONS OF AGREEMENT

MEMORNDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 between OIL INDIA LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at Duliajan in Dibrugarh district of Assam and Project Office at 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005 (Rajasthan) (hereinafter called "The Company") of the one part and Shri \_\_\_\_\_ .. \_\_\_\_\_ .. Carrying out the business in the name and style, M/s \_\_\_\_\_ having their main office at \_\_\_\_\_ (hereinafter called "The Purchaser") of the other part.

1.0 The Purchaser hereby agrees to purchase the LIGHT CRUDE OIL produced by Oil India Ltd, Rajasthan Project from Gas Processing Complex in Dandewalla Area (DND-GPC), about 150 KM from Jaisalmer, in the Jaisalmer district of Western Rajasthan.

2.0 The Agreement period will be initially 4 (four) years from the date of first delivery of Light Crude Oil from DND-GPC.

2.1 The parameters given in Appendix-A of this agreement are based on Random Sample Analysis and tentative only. The Company will not be responsible for any changes in quality parameters during the currency of agreement.

3.0 The Purchaser hereby confirms to have requisite licenses to store and handle petroleum products in addition to necessary Industrial Registration certificate to process Petroleum products like Naphtha/NGL/Condensate/Light Crude Oil etc.

4.0 The Purchaser also confirms to have the requisite environmental clearances from State Pollution Control Board for prevention & control of pollution for processing of Naphtha/NGL/Condensate/Light crude oil in his plant. Further, the party agrees to furnish UTILISATION CERTIFICATE on monthly basis for the quantity of Light Crude Oil purchased from the Company. The Purchaser also agrees to maintain proper records for verification by Company Officers/Govt. Inspection Authorities. The Purchaser also agrees for compliance of all the latest guidelines issued by the Govt. in this respect.

5.0 The Purchaser agrees to purchase the Light Crude Oil as per rates indicated in Proforma - I of this Agreement. The Purchaser also agrees to pay the Royalty, Cess, NCCD, Educational Cess, Sales Tax & Local levies as applicable in addition to the basis price to the Company.

6.0 Light Crude Oil will be made available to the Purchaser at Dandewala GPC of the Company. Due to limitation in Storage Tanks, failure to lift in time shall cause Shut down of the Dandewala GPC Plant. Hence, the Purchaser will be required to ensure uninterrupted lifting of Light Crude Oil. The Purchaser will be required to place the tanker/ bowser at DND-GPC for lifting of Light Crude Oil after completing all formalities within 72 (Seventy Two) hrs. of Company's notice in writing through fax/letter. The bowser must fulfil the statutory requirements of Oil Field Operations like earthing provisions, flame arrestor in the exhaust pipe etc. In case of non-compliance of the same resulting in shut-down of DND-GPC, the Company will reserve the right to impose Liquidated Damages equivalent to the price of 28 MT of Light Crude Oil per week or part thereof subject to a

maximum of 7.5% of the total value of the contract. Also, the Company will be at liberty to dispose the Light Crude Oil to any other purchaser to continue uninterrupted production of Light Crude Oil and loss suffered by the Company due to this will be recoverable from the purchaser. However, Liquidated Damages may be waived at the sole discretion of the Company.

7.0 The Purchaser will inform in writing the name of the representative for signing the delivery challans at DND-GPC, the name of the driver & the Reg. No. of the tanker/bowser to Head (Production) or his authorized representative for each trip with date & time of dispatch of the bowser.

8.0 The Purchaser will make his own arrangement and bear the cost to collect Light Crude Oil from Dandewala GPC and also to bear the cost of Transportation of the product from DND-GPC to his plant.

9.0 Facilities for loading/filling of Light Crude Oil to the tankers/ bowzers will be provided by the Company.

10.0 The Purchaser will obtain necessary licenses including Explosive License from Government Authorities for transportation of light crude oil from DND-GPC to his plant. Moreover, Inter-district and Inter-State movement of Light Crude Oil is the responsibility of the Purchaser.

11.0 The Purchaser will be responsible for safe handling and transportation of Light Crude Oil after it is handed over to the Purchaser by the Company at DND-GPC.

12.0 The Company reserves the right to terminate this agreement with one(01) month Notice in writing and on the expiry of this Notice period, this agreement shall stand terminated and the Purchaser shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.

13.0 The Company will not be responsible for any litigation after the product is delivered to the Purchaser at DND-GPC. If during transportation any tanker topples & spillage of Light Crude Oil takes place damaging public properties, the Company will not pay any compensation to anybody & all such compensation whatsoever will be borne by the Purchaser only.

14.0 The Company will not be responsible for any delay while loading/delivery of product at DND-GPC.

15.0 The Purchaser must obtain prior permission from Head (Production) or his authorized representative before sending his tanker/bowser for collection of product from DNDGPC.

16.0 The Purchaser will start lifting of Light Crude Oil as per agreement and thereafter he will continue to lift the same regularly ensuring uninterrupted operations of the Company during the Agreement period. In the event of the Purchaser's failure to take delivery of the product for a period of 30 days without any acceptable reasons, the Company may terminate the agreement and may recover the losses.

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

17.1 Within two (02) weeks of issue of notification of award (LOA) from the Company, the Purchaser shall furnish the Security Deposit for an amount of INR 37,23,000.00 (Rupees Thirty Seven Lakh Twenty Three Thousand) only in the form of Bank Guarantee (in the prescribed format

provided with the bid document) or in any other form acceptable to the company from a scheduled bank. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan). The Bank Guarantee may be invoked either in part or full by the company as compensation for any loss resulting from contractor's failure to fulfill its obligations under the contract.

17.2 The Security Deposit specified above must be valid unto three months beyond the date of expiry of the contract. In case the period of the contract is extended as per the provisions of the contract, the Security Deposit should also be extended accordingly i.e. up to three months beyond the date of expiry of the contract for the extended period. The Security Deposit shall accrue no interest.

18.0 The delivery of Light Crude Oil will be in terms of MT only & the delivery challans/ bills will be raised accordingly. Sale of the product will be made against Advance Payment only. During Sale Transaction for conversion of kilolitres (KL) to metric tones (MT), the following factors are to be used in delivery challans/ bills to be raised for which the Purchaser shall not have any objection.

From April to June	: 0.8066
From July to October	: 0.8087
From November to March	: 0.8155

19.0 The Purchaser should obtain prior information on their own to send their tanker/bowser for upliftment of Light Crude Oil from DND-GPC.

## **20.0 INVOICE & PAYMENT**

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

20.2 The invoice/money receipt is to be shown to Chief General Manager(Production) or his authorized representative for necessary clearance before sending the tanker/bowser for collection of Light Crude Oil from DND-GPC.

20.3 Payment should be made in advance through online/RTGS drawn in favor of OIL INDIA LIMITED, JODHPUR

21.0 The Purchaser agrees to establish a Liaisoning Office at Jodhpur with Telephone facility.

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

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

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

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

value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of arbitrators and the appointing authority will be as under:

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

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

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

The venue of all arbitrations under both 22.1 & 22.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

## 23.0 AMENDMENT:

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

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

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

And in presence of  
Place :

Date:

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

Designation : Executive Director (RP)

Place :

(Signature of Purchaser or his Legal  
Attorney)

(Full Name of Signatory)  
(Seal of Purchaser's Firm)

(Signature of Witness)

(Full Name of Signatory)

Address :

Date :

**ANALYSIS REPORT OF LIGHT CRUDE OIL SAMPLE**

<b>Sl. No.</b>	<b>Parameters</b>	<b>Test Results</b>
1	Density at 15 Deg.C, gm/ml	0.8313
2	API Gravity, Deg API	38.63
3	Color, ASTM	L1
4	Flash Point, Deg C	19
5	Viscosity at 37.8 Deg C, Cst	1.519
6	Total Aromatic Content %	26.3
7	Water Content %	Traces
8	RVP, KPa	5.5
9	BS&W % Vol	Traces
10	Asphaltene Content % wt	Nil
11	Resin content % wt	Nil
12	Net Calorific value Cal/gm	10526.3

**DISTILLATION CHARACTERISTICS**

<b>Temperature (Deg C)</b>	<b>Recovery % Vol</b>
117.9	IBP
156.9	05%
166	10%
180.4	20%
196.1	30%
201.4	40%
227.9	50%
243.7	60%
260	70%
278.8	80%
304.6	90%
326.3	95%
343.9	FBP

Residue (% Vol)

2.0 Traces

**END OF SECTION-IV**



**SALE OF LIGHT CRUDE OIL PRODUCED BY  
OIL INDIA LTD, RAJASTHAN PROJECT**

**PRICE BID FORMAT/ PRICE SCHEDULE**

Sl. No.	Item Description / Particulars	Unit	Minmum Basic Price Per MT (₹)	Quoted Rate (Bidder) Per MT (₹)
<b>Light Crude Oil Produced by Oil India Ltd., Rajasthan Project</b>				
1.	Basic Rate (Minimum Basic Rate is ₹ 29,100/-per MT)	M.T	₹ 29,100.00	
2.	Royalty 20% on Wellhead price(after deducting INR 1251/MT)	M.T	₹ 5,569.80	
3.	Cess 20% on BSP	M.T	₹ 5,820.00	
4.	NCCD	M.T	₹ 50.00	
5.	<b>Sub –total</b>		₹ 40,539.80	
6.	Central Sales Tax @ 2% on above sub-total	M.T.	₹ 810.80	
<b>Grand Total (Per MT)</b>			<b>₹ 41,350.60</b>	

**NOTE :**

- i) Royalty, Cess, NCCD, , Sales Tax and any other statutory/local levies will be borne by the purchaser which shall be paid to the Company along with the Basic Price of Light Crude Oil and the Company will deposit the same with the concerned Govt. authorities.
- ii) The prevailing rates of ROYALTY, CESS, NCCD & SALES TAX are indicated above. However, any changes in these rates or introduction of new levies by the statutory authority during the contractual period will be to the Purchaser's account.
- iii) Invoice will be raised by the Company for the quantity of Light Crude Oil to be delivered before delivery. The Purchaser will collect the invoice/money receipt from Sr. Manager (F&A), Oil India Ltd, Jodhpur after depositing the cost of the product along with applicable Govt. levies.
- iv) The invoice/money receipt is to be shown to CGM-Production for necessary clearance before sending the tanker/bowser for collection of Light Crude Oil from DND-GPC. Payment should be made through RTGS drawn in favor of OIL INDIA LIMITED, JODHPUR.

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## PROFORMA - II

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

Ref. No.

Bank Guarantee No.

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

WHEREAS, (Name of Bidder) ..... (hereinafter called "the bidder") has submitted their Bid No. .... dated .....for the provision of certain OILFIELD services (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the "Company")'s IFB No..... . KNOW ALL MEN by these presents that we (Name of Bank) ..... of (Name of country) ..... having our registered office at ..... (hereinafter called "the 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 common seal of the said Bank this ..... Day of ..... , 2017.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws their bid during the period of bid validity specified by the Bidder;

Or

2. If the bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Contract in accordance with the

Instructions to bidders in the tender documents, or

- fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders in the tender documents;

Or

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR.....

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

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

**A.Issuing Bank**

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

**B.Controlling Office**

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

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

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

<b>Bank Details of Beneficiary</b>	
<b>d) Bank Name</b>	<b>CORPORATION BANK</b>
<b>e) Branch Name</b>	<b>JODHPUR BRANCH (0492)</b>
<b>f) Branch Address</b>	<b>No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN</b>
<b>d) Banker Account No.</b>	<b>049200201000626</b>
<b>e) Type of Account</b>	<b>CURRENT ACCOUNT</b>
<b>f) IFSC Code</b>	<b>CORP0000492</b>
<b>g) MICR Code</b>	<b>342017002</b>
<b>h) SWIFT Code</b>	<b>N/A</b>
<b>i) Contact No.</b>	<b>0291-2649128, 2625504</b>
<b>j) Contact Person Name</b>	<b>MR. P. RAMNATH DIWAKAR</b>
<b>k) Fax No.</b>	<b>-</b>
<b>l) Email Id</b>	<b>cb492@corpbank.co.in</b>

\*\*\*\*\*

### PROFORMA - III

(On Non-judicial stamp paper and duly notarized)

## UNDERTAKING

We, M/s/ \_\_\_\_\_ undertake and assure that the Light Crude Oil lifted from Dandewala-GPC (DND-GPC) of Oil India Ltd., Rajasthan Project shall be transported to our premises and use there for the purpose of manufacturing.

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

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

Authorised Signatory

Signature :

Name :

M/sí í í í í í í í í

Office Seal:

**PROFORMA - IV**

( On Non-judicial stamp paper and duly notarized)

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

Authorised Signatory

Signature:

Name :

M/s **í í í í í í í í í í í** ..

Office Seal:

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

I hereby certify that:

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

Sl.No.	NAME	RELATIONSHIP	DEPARTMENT

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

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

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

To:

(Name of Company .....)

(Address of Company .....)

WHEREAS (Name and address of Contractor) ..... (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No..... Dated ..... to execute (Name of Contract and brief description of the work) ..... (hereinafter called “the Contract”), AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND

WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)\*\* ..... (in words) ..... such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

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

SIGNATURE & SEAL OF THE GUARANTOR :.....

Name of Bank

.....

Address :.....

.....

Date :.....

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

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

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

**A.Issuing Bank**

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

**B.Controlling Office**

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

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

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

<b>Bank Details of Beneficiary</b>	
<b>g) Bank Name</b>	<b>CORPORATION BANK</b>
<b>h) Branch Name</b>	<b>JODHPUR BRANCH (0492)</b>
<b>i) Branch Address</b>	<b>No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN</b>
<b>d) Banker Account No.</b>	<b>049200201000626</b>
<b>e) Type of Account</b>	<b>CURRENT ACCOUNT</b>
<b>f) IFSC Code</b>	<b>CORP0000492</b>
<b>g) MICR Code</b>	<b>342017002</b>
<b>h) SWIFT Code</b>	<b>N/A</b>
<b>i) Contact No.</b>	<b>0291-2649128, 2625504</b>
<b>j) Contact Person Name</b>	<b>MR. P. RAMNATH DIWAKAR</b>
<b>k) Fax No.</b>	<b>-</b>
<b>l) Email Id</b>	<b>cb492@corpbank.co.in</b>

\*\*\*\*



**AUTHORISATION FOR ATTENDING BID OPENING**

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

TO

**Dy. GENERAL MANAGER (M&C)**  
Materials & Contracts Department  
Oil India Ltd., Rajasthan Project  
Jodhpur-342005  
Rajasthan, India

Sir,

**Sub: OIL's e-Tender No. CJI7348P18**

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

### **PROFORMA LETTER OF AUTHORITY**

TO

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

Sir,

Sub: OIL's e-Tender No. CJI7348P18

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

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

Yours Faithfully,

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

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

Seal of the Bidder:

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

&&&&&&&&&&&

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

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

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

**Section: 1 -Commitments of the Principal**

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

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

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive 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.

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

to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

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

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

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

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

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

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

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

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the

Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

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

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

3. If the Contractor 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.

.....  
**For the Principal**

Place :

Date :

Tender No. CJ17348P18

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

---

NAME OF INDEPENDENT EXTERNAL MONITORS:

4. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;  
E-mail: rajivmathur23@gmail.com
5. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India,  
E-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
6. Shri Jagmohan Garg, Ex Vigilance Commissioner, CVC  
E-Mail ID: jagmohan.garg@gmail.com

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**Tender No. CJI7348P18**

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

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

**(Authorised Signatory).**

**Name of the Bidder**\_\_\_\_\_

**NOTE:** OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be 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 TENDER DOCUMENT**