



**ऑयल इंडिया लिमिटेड**  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्लियागढ़, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Duliagarh, Assam

Materials & Contracts Department  
(Rajasthan Project)  
02-A, District Shopping Centre,  
Saraswati Nagar, Basni  
Jodhpur – 342 005  
Rajasthan, India.  
Phone -0291-2729472  
Fax : 0291-2727050  
Email: munin\_konwar@oilindia.in

## FORWARDING LETTER

To,

M/s. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 ..  
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Document Serial No 1 1 1 1 ..

## **TENDER NO. RPI/2338/SALE 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                   | : | RPI/2338/SALE dated 17.12.2014                                  |
| ii) Tender Fee                         | : | ₹ 5000.00 (Non-refundable)<br>[PSUs and SSI units are exempted] |
| iii) Type of Bidding                   | : | Single Stage Two Bid System                                     |
| iv) Bid Closing Date & Time            | : | 28.01.2015 (15:00 Hrs.)   |
| v) Technical Bid Opening Date & Time   | : | 28.01.2015 (15:00 hrs.)   |
| vi) Commercial Bid Opening Date & Time | : | Will be intimated to the qualified bidders nearer the time.     |

- vii) Bid Submission Place : OIL INDIA LIMITED  
2A, Saraswati nagar  
District Shopping Centre, basni  
Jodhpur-342005  
RAJASTHAN
- viii) Bid Opening Place : Office of Chief Manager (M&C)  
OIL INDIA LIMITED, Jodhpur
- ix) Bid Security : ₹ 4,50,000.00 (non-interest bearing)  
[SSI Unit & PSUs are exempted]
- x) Security Deposit : ₹ 25,00,000.00 (non-interest  
bearing)

Yours faithfully,  
OIL INDIA LIMITED

(V.K. Sahu)  
Head-Services  
For Executive Director (RP)  
Rajasthan Project

## **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 two years with a provision for extension by another one year at a mutually agreed rate, terms and conditions.
- 1.1 Tender No. : RPI/2338/SALE dated 17.12.2014
- 1.2 Bid closing Time & Date : 15:00 Hrs. on 28.01.2015
- 1.3 Tender Fee (Non-refundable) : ₹ 5,000.00 (Rupees Five Thousand only)
- 1.4 Bid Security (Non-interest bearing) : ₹ 4,50,000.00 (Rupees Four Lakh Fifty Thousand only)
- 2.0 Presently, OIL produces approximately 20 to 24 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 A of Section IV.
- 3.0 Non-transferable bid documents can be purchased from any of the following offices of OIL on application and payment of tender fee through crossed Demand Draft/Banker's Cheque drawn in favor of Oil India Limited and made payable at the place of purchase. Public Sector Undertakings and SSI Units are exempted from payment of Tender Fee. Tender documents will be on sale from 29.12.2014 till one day prior to the scheduled Bid Closing date.
- i) Executive Director, Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005
  - ii) Group General Manager (C&P), OIL House, Plot No. 19, Sector-16A, Noida-201 301 (U.P.)
  - iii) Head (Kolkata Branch), Oil India Limited, 4 India Exchange Place, Kolkata 700001
- 4.0 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 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. 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 sent in writing or by fax/email/courier/post to all prospective bidders to whom the Company 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 bids or otherwise also.

## **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 ₹ 29,000.00 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 bidder shall furnish as part of the Technical Bid, Bid Security in the form of Bank Draft drawn in favor of Oil India Limited, Jodhpur by any scheduled bank for ₹ 4,50,000.00 (Rupees Four Lakh Fifty Thousand) only or in the form of a Bank Guarantee issued by a scheduled bank in the Format provided in the Bid Document vide Proforma - II. The Bank Guarantee should be valid for 30 days beyond the validity of the bid (i.e Validity of Bid Security= Validity of Bid + 30 days). The Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur

- (Rajasthan). Public Sector Undertakings and SSI Units are exempted from submission of Bid Security.
- 8.2 Bids (from parties other than those exempted) not secured in accordance with above mentioned subparagraph 8.1 will be considered as non-responsive and will be rejected.
- 8.3 Unsuccessful bidder's Bid Security will be discharged and/or returned within 30 days of expiry of bid validity.
- 8.4 Successful bidder's Bid Security will be discharged upon the bidder's signing of the contract and furnishing the Security Deposit.
- 8.5 The bid security will be forfeited :
- a) if any bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the bidder on the tender document, or
  - b) if successful bidder fails :
    - i) to sign the contract within reasonable time and within the period of bid validity, and/or,
    - ii) to furnish Security Deposit.
  - c) If the Bidder furnished fraudulent document/information in their bid.

## **9.0 PERIOD OF VALIDITY OF BIDS**

- 9.1 The bids shall remain valid for **180 days** after the date of Technical Bid opening by the Company.
- 9.2 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.

## **10.0 SIGNING OF BID**

- 10.1 The original of the bid document shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the bid.
- 10.2 The bid should 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 initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

## **11.0 SUBMISSION OF OFFER:**

### **11.1 SEALING AND MARKING OF BIDS**

The tender is being processed according to "Single Stage or Two Bid" procedure. Offers should be submitted in two parts viz. TECHNICAL BID and COMMERCIAL BID in separate sealed covers.

The cover containing the Technical Bid should be kept in one sealed cover bearing the following on the right hand top corner.

- i) Envelope No. 1 : TECHNICAL BID
- ii) Tender No. 1 1 1 1 1 1 1 1 1 .
- iii) Bid Closing Date 1 1 1 1 1 1 1
- iv) Bidder's Name 1 1 1 1 1 1 1 ...

The cover containing the Commercial Bid should be kept in a separate sealed cover bearing the following on the right hand top corner.

- i) Envelope No. 2 : COMMERCIAL BID
- ii) Tender No. 1 1 1 1 1 1 1 1 1 .
- iii) Bid Closing Date 1 1 1 1 1 1 1
- iv) Bidder's Name 1 1 1 1 1 1 1 ...

The above mentioned two separate covers containing Technical and Commercial bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to Oil India Limited as mentioned in the "Forwarding Letter".

- i) Tender No. 1 1 1 1 1 1 1 1 1 .
- ii) Bid Closing Date 1 1 1 1 1 1 1
- iii) Bidder's Name 1 1 1 1 1 1 1 ...

### **11.2 The Price Schedule should not be put in the envelope containing the Technical Bid.**

11.3 Timely delivery of the bids is the responsibility of the bidders. Bidders should send their bids as far as possible by Registered Post or by Courier Services. The Company shall not be responsible for any postal delay/transit loss.

11.4 Fax / Email / Telephonic offers will not be accepted.

## **12.0 DEADLINES FOR SUBMISSION OF BIDS**

12.1 Bids must be received by the Company at the address specified in the Forwarding Letter not later than Bid Closing time and date mentioned in the letter.

### **13.0 LATE BIDS**

- 13.1 Any bid received by the Company after the deadline for submission of bids prescribed by the Company shall be out-rightly rejected.

### **14.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 14.1 The bidder, after submission of bid, may modify or withdraw its bid by written notice prior to the Bid Closing time and date.
- 14.2 The bidder's modification or withdrawal notice shall be prepared, signed, sealed, marked and dispatched in accordance with the provisions of para 11.1.
- 14.3 No bid can be modified subsequent to the deadline for submission of bids.
- 14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity specified by the bidder on the bid document. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its Bid Security.

### **15.0 BID OPENING AND EVALUATION :**

- 15.1 The Company will open the bids, including the modifications and withdrawal of bids, if any, in the presence of bidder's representatives who choose to attend the opening of the bid at the date, time and place mentioned in the Forwarding Letter. However, the bidder's representative must produce an authorization letter (Proforma-VII) from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only one representative against each bid will be allowed to attend.
- 15.2 Bids for which an acceptable notice of withdrawal have been received (if any) shall not be opened. On opening of the remaining bids, the Company will examine these to determine whether the same are complete, requisite Bid Security has been furnished, documents have been properly signed and the bids are generally in order.

### **16.0 OPENING OF COMMERCIAL BIDS :**

- 16.1 The Company will open the commercial bids of the technically qualified bidders only, on a predetermined date in presence of interested bidders, whose technical bids are found to be responsive and acceptable to the company. Such bidders will be intimated about the commercial bid opening time and date in advance.
- 16.2 The Company will examine the price bids to determine whether these are complete, any computational errors have been made, required sureties have been furnished, 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 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



the bidder does not accept the correction of errors, his bid will be rejected. If there is a discrepancy between words and figure of unit rates, the amount in words will prevail.

**17.0 AWARD OF CONTRACT :**

- 17.1 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.
- 17.2 Prior to expiry of the period of bid validity or extended validity, the Company will notify the bidder in writing by registered letter or by fax (to be confirmed in writing by registered/courier letter) that their bid has been accepted.
- 17.3 The notification of award will constitute formation of the contract.
- 17.4 The Conditions of the Contract/ Draft Agreement is enclosed as SECTION-IV which forms a part of this bid document.

**18.0 SECURITY DEPOSIT :**

- 18.1 Within two (02) weeks of issue of notification of award (LOA) from the Company, the successful bidder shall furnish the Security Deposit for an amount of **Rs 25,00,000.00** (Rupees Twenty Five Lakh) 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.
- 18.2 The Security Deposit specified above must be valid up to one month 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 one month beyond the date of expiry of the contract for the extended period. The Security Deposit shall accrue no interest.
- 18.3 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. 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.

**19.0 DELIVERY OF LIGHT CRUDE OIL :**

- 19.1 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.

**20.0 LIQUIDATED DAMAGES :**

- 20.1 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.

**21.0 OTHER CONDITIONS: `**

- 21.1 Employees of Oil India Limited are prohibited from quoting against this tender directly and also indirectly through a third party on their behalf.
- 21.2 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.
- 21.3 The bidder must give undertaking and indemnity bond in the enclosed Proforma ó III and IV.
- 21.4 Any dispute arising out of this tender will be subject to the jurisdiction of the court of Jodhpur.
- 21.5 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.
- 21.6 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.

**22.0 EVALUATION OF OFFERS:**

- 22.1 The Bids will be evaluated as per Bid Evaluation Criteria and Bid Rejection Criteria detailed in SECTION-III:
- 22.3 The Integrity Pact Proforma (PROFORMA- IX) must be returned by the Bidder (along with their Technical Bid) duly signed by the same signatory who signs the Bid.

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 ₹ 29,000 (Rupees Twenty Nine Thousand) 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 \_\_\_\_\_ 2015 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 2 (two) year from the date of first delivery of Light Crude Oil from DND-GPC. Thereafter, it may be extended by another 1 (one) year at a mutually agreed rate, terms and conditions.
- 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/ bowsers 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 1(one) 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 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 Rs 25,00,000.00 (Rupees Twenty Five Lakh) 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 one month 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 one month 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 Chief Manager (F&A), Oil India Ltd, Jodhpur after depositing the cost of the product along with applicable Govt. levies.

20.2 The invoice/money receipt is to be shown to Head (Production) or his authorized

representative for necessary clearance before sending the tanker/bowser for collection of Light Crude Oil from DND-GPC.

20.3 Payment should be made in advance through Demand Draft/Banker's Cheque/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 Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 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 Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

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

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

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

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

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

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

### 23.0 AMENDMENT:

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

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

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

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

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

And in presence of

(Seal of Purchaser's Firm)

Place :

\_\_\_\_\_

Date:

(Signature of Witness)

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

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

Designation : Executive Director (RP)

Address :

\_\_\_\_\_

Place

Date

\_\_\_\_\_

**APPENDIX - A****ANALYSIS REPORT OF LIGHT CRUDE OIL SAMPLE**

Sl. No.	Parameters	Test Results
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**

Temperature (Deg C)	Recovery % Vol
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 / 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 ₹ 29,000/-per MT)	M.T	₹ 29,000.00	
2.	Royalty 20% on Wellhead price	M.T	₹ 5,550.00	
3.	Cess	M.T	₹ 4,500.00	
4.	NCCD	M.T	₹ 50.00	
5.	Educational Cess 3% on NCCD	M.T	₹ 1.50	
	<b>Sub –total</b>		<b>₹ 39,101.50</b>	
6.	Central Sales Tax @ 2% on above sub-total	M.T.	₹ 782.03	
	<b>Grand Total (Per MT)</b>		<b>₹ 39,883.53</b>	

**NOTE :**

- i) Royalty, Cess, NCCD, Educational Cess, 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, EDUCATIONAL CESS & 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 Head-Production for necessary clearance before sending the tanker/bowser for collection of Light Crude Oil from DND-GPC. Payment should be made through RTGS/Demand Draft/Banker's Cheque drawn in favor of OIL INDIA LIMITED, JODHPUR.

\*\*\*\*\*

## PROFORMA - II

### FORM OF BID SECURITY (BANK GUARANTEE)

Ref.No.

Bank Guarantee No.

TO  
OIL INDIA LIMITED  
RAJASTHAN PROJECT  
JODHPUR

WHEREAS, (Name of Bidder) í í í í í í í í í (hereinafter called "the bidder") has submitted their Bid No. dated í í í for the purchase of Light Crude Oil produced by Oil India Limited, Rajasthan Project (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the "Company") Tender No. í í í .. KNOW ALL MEN by these presents that we (Name of Bank) í í í í í í í of (Name of country) í í í í í í í having our registered office at í í í í í (hereinafter called "the Bank") are bound unto the Company in the sum of ( Rs í í í ..)\* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this í í í . Day of í í í , 2015 .

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 his bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
- fails or refuses to furnish the Performance Security (Security deposit) in accordance with the Instructions to bidders;

3. If the Bidder furnished 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), 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 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.

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed Rs í í .
- (ii) This Bank Guarantee shall be valid only upto í í í
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before í í .

SIGNATURE AND SEAL OF THE GUARANTORS í í í í í .

Name of Bank & Address í í í í í í í í í í í í í í í í

Witness-----

Adress í í í í í í ..

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

Date í í í í í í í í í í

Place í í í í í í í í í í í í í .

---

\* The bidder should insert the amount of the guarantee in words and figures

\*\* The Date of Expiry of Bank Guarantee should be 30 days more than the validity period of the Bid.

\*\*\*\*\*

### 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   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 assignees harmless against any and all claims, demands, actions, suits, proceedings and judgments and any and all liabilities, costs, expenses, damages or losses growing out of or resulting from or incidental to or in connection therewith which may be made or brought against Oil India Limited whether by M/s **í í í í í í í í í í í í í í í í** , its employees, agents or successors and assignees or by third parties on account of damages or injury to property or person or loss of lift resulting from or arising out of the installation, presence, maintenance or operation of the unloading arrangements, appurtenances and properties of M/s **í í í í í í í í í í í í í í í í** ..or other relating to the possession and handling of any 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:

## PROFORMA – V

## 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.

PROFORMA – VI

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)\*

To: (Name of Company í .)  
(Address of Company í ..)

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

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

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

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

This guarantee is valid until the date (í í í í í ) \* One month after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR	:í í
Name of Bank	:í í
Address	:í í
	:í í
	:í í
Date	:í í

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

**PROFORMA – VII**

***AUTHORISATION FOR ATTENDING BID OPENING***

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

TO

**CHIEF MANAGER (M&C)**

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

Sir,

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

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

## **PROFORMA LETTER OF AUTHORITY**

TO

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

Sir,

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

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

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

Yours Faithfully,

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

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

Seal of the Bidder:

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

&&&&&&&&&&&

**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 suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

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

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

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

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



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

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

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

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

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

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

(to be decided by the Chairperson of the Principal)

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

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

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

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

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

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

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

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**For the Principal**

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**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. JODHPUR.

Date í í í í í

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NAME OF INDEPENDENT EXTERNAL MONITORS:

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