



KG BASIN PROJECT
D. NO. 11-4-7, 3RD FLOOR,
NOKALAMMA TEMPLE STREET
RAMARAO PET, KAKINADA-5330
ANDHRA PRADESH, INDIA
E-mail: KGBCP@oilindia.in

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI NO. OIL/KGB/EOI/254/2026 dated 25.02.2026

**EOI for Supply of Aviation Turbine Fuel (ATF) at Rajahmundry Airport
for a period of One (01) year on “as and when required” basis**

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier Oil Company engaged in the exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Kakinada is presently entrusted to coordinate activities related to the exploration and production of oil and natural gas from the Krishna Godavari on land and offshore, Mahanadi on land, Andaman offshore and Kerala-Konkan offshore basins in India. The Project Office of OIL at Kakinada is well connected by road, rail and air.

1.1 In connection to its upcoming offshore operations in KG DSF Offshore Block, OIL invites Expression of Interest (EOI) under national competitive bidding process, from competent and experienced suppliers for “**Supply of ATF at Rajahmundry Airport**” for consumption in Helicopters to be operated from Rajahmundry Airport. Interested and eligible contractors are invited to submit their most competitive offer on or before the scheduled closing date and time of the Notice inviting EOI. For your ready reference, few salient points of the EOI are highlighted below:

a)	EOI No.	:	OIL/KGB/EOI/254/2026 dated 25.02.2026
b)	Type of Bidding	:	National open bidding under Single-Stage Two-Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	05.03.2026; 13:00 Hours IST
e)	Technical Bid Opening Date & Time	:	05.03.2026; 14:00 Hours IST
f)	Price Bid Opening Date & Time	:	Will be intimated to the eligible / qualified Bidders nearer the time.
g)	Bid Submission Mode	:	Physical documents to be submitted in closed envelopes to the following address: Office of ED (Offshore) Oil India Ltd., KG Basin Project D. No. 11-4-7, Nookalamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India
h)	Bid Opening Place	:	Same address as mentioned above.

i)	Offer/EOI Validity	:	90 days from EOI Closing date.
j)	Bid Security Amount	:	Not applicable
k)	Bid Security Validity	:	Not applicable
l)	Amount of Performance Security	:	Not applicable
m)	Validity of Performance Security	:	Not applicable
n)	Location of job	:	Rajahmundry, Andhra Pradesh
o)	Integrity Pact	:	Must be signed & submitted along with the Techno-commercial offer.
p)	Bids to be addressed to	:	Office of ED (Offshore), Oil India Ltd., KG Basin Project D.NO.11-4-7, Nookamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India

1.2 Interested parties may submit their EOI at their own discretion and cost. Oil India Limited shall not be liable to reimburse any expenses incurred in the process of participation, irrespective of the outcome.

1.3 All communications or queries related to this EOI shall be addressed to: ED (Offshore), Oil India Limited, Nookamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh, India. Alternatively, queries may be sent via email to: KGBCP@oilindia.in.

1.4 The purpose of this EOI is to finalize one supplier for the supply of ATF at Rajahmundry and, subsequently, to enter into agreement (MoU) with the successful bidder. The agreements will be valid for a period of One (01) year and will ensure supplies to OIL on an “as and when required” basis, at the prevailing fuel cost on the date of supply, after accounting for any discount offered.

1.5 Evaluation of Expressions of Interest (EOIs) for ATF shall be carried out on their respective merits. A bidder is requested to submit an offer for ATF depending on their capability and availability.

1.6 For detailed scope of work, specifications of ATF, bidder to refer **Annexure-I**.

1.7 The bidder shall offer a discount on the basic price of **ATF** to the maximum extent possible. The discount quoted shall remain **firm and fixed** for the entire duration of the agreement. All invoices raised against supplies to OIL shall clearly reflect the discount offered, with the net payable amount shown after deduction of the discount.

2.0 Submission of offers:

A) The EOI should be completed in all respects and signed on all pages. The EOI should be delivered in a sealed envelope mentioning “EOI No. OIL/KGB/EOI/254/2026 for Supply of Aviation Turbine Fuel (ATF) at Rajahmundry Airport” having two separate sealed envelopes inside.

- i. First envelope out of these two, shall be super scribed with “EOI -Technical”. This envelope should contain the EOI template as per Proforma – IA along with all other supporting documents as per the EOI requirement, except the prices. Disclosure of price in “EOI-Technical” shall lead to rejection of the offer straightaway.

- ii. Second envelope out of these two, shall be super scribed with “EOI - Financial”. This envelope should contain the price (as per Proforma-IB) offered along with associated terms and condition, if any. This second envelope containing financial terms will be opened for the shortlisted technically acceptable parties only.

B) The EOI must be delivered/submitted to the following address:

**The office of ED (Offshore),
KG Basin Project, Oil India Limited,
11-4-7, Nookamma Temple Street,
Ramaraopet, Kakinada - 533004**

The EOI must be sent by post/courier or delivered personally in the above office within the allowed time & dated for submission of EOI.

EOI received after the due date & time mentioned above shall not be considered. OIL will not be responsible for any loss/delay of EOI/offer during transit/ through courier/post office etc. or non-receipt of any of the same by OIL in time.

C) EOI submitted by any other mode will not be accepted.

3.0 Evaluation of EOI:

- i) Suitable EOI will be selected based on the details submitted in the EOI and subsequent clarification, if taken any.
- ii) OIL reserves the right to:
 - (a) Accept or reject any/all EOIs submitted by parties.
 - (b) Cancel the EOI process at any time without any liability & assigning any reasons thereof.
- iii) OIL reserves the right to assess the capability and capacity of any party based on information available with OIL, as well as other relevant factors. OIL further reserves the right to inspect the bidder's facilities proposed for the supply of ATF during evaluation of the technical offer, and to accept or reject any or all EOIs at its sole discretion without assigning any reason.
- iv) During the evaluation, the Parties may be asked to submit clarifications / additional information, if any, including original documents in support of the details provided by them.
- v) Incomplete EOI or EOI not supported by requisite documents may not be considered.

- vi) Price evaluation: Price will be evaluated based on the quoted rates and the associated terms and conditions to determine the most cost-effective and financially advantageous option for OIL. Accordingly, the MoU will be executed with the selected bidder.
- vii) Decision of OIL in evaluation of the EOI(s) will be final and binding on all.
- viii) OIL reserves the right, without any obligation or liability, to accept or reject any or all the Applications submitted in response to this EOI at any stage of the process, to withhold or withdraw or to cancel or modify the process of this EOI, at any time, without assigning any reason whatsoever.

**OIL INDIA LIMITED
KG BASIN PROJECT**

ANNEXURE - I

Scope of Work, Product Specifications and Terms and Conditions

A) Introduction:

1.0 Introduction:

OIL INDIA LIMITED was awarded Offshore DSF Block KG/OSDSF/GSKW/18 in Krishna-Godavari. Oil India Limited is the sole operator of this block with 100% Participating Interest. OIL is in advance stage of completing all preparatory activities for commencing the offshore drilling campaign, with a target to start drilling from March' 2026. OIL has already awarded contract for hiring of Drilling Unit, and One No. of Helicopter (from M/s. Pawan Hans Limited).

2.0 Requirement of ATF:

As per the contract provisions with M/s. Pawan Hans, Aviation Turbine Fuel (ATF) are to be provided by OIL for refueling of Helicopters and the requirement of ATF is estimated to be around **200 KL** over a period of 5-6 months. The requirement is estimated based on the present circumstances and inputs available and are subject to change based on various factors such as successful & timely mobilization against all the related contracts, arrival of drilling unit, statutory clearances etc. Quantity of ATF required by OIL at actual may differ (increase/decrease). Based on the mobilization instruction issued to M/s. Pawan Hans, ATF shall be required from 10th March, 2026.

3.0 The scope of work for the seller is:

- Supply of ATF at destination i.e. Helli base at Rajahmundry Airport and refueling OIL's designated Helicopters.
- Refueling by pumping ATF from dispensing equipment. Measurement of fuel should be by flow meters of the dispensing equipment certified by the Weights & Measures Department after due verification by OIL's representative on duty shall be the prima facie evidence of quantities delivered to OIL. Any complaint by the Buyer in respect of short delivery of Fuel shall be noted on the Delivery Receipt of the delivery in question and shall also be specifically confirmed in writing to the Seller's representative at the airfield concerned within 48 hours of such delivery.
- Supply, storage, loading, transportation of ATF till its delivery at OIL's designated Helicopters.

4.0 Specification of ATF:

Jet A-1 conforming to IS 1571 (2001) equivalent to specification DEFSTAN 91-91 (Latest Issue) as amended from time to time and conforming to ASTM D 1655, Jet-A or Jet-A-1, latest issue (ASTM D 1655 added) or any equivalent international standard.

The supplier shall ensure that the supplied fuel shall be suitable for the Sikorsky S 76 D helicopters to be provided by M/s. Pawan Hans.

5.0 Notes to bidder(s):

- i) The bidder shall be either Producers of ATF or should be authorized by any of the producers of ATF. **Relevant documents in this regard must be submitted along with the EOI.**

If the bidder is authorized by any producer of ATF, the following documents must be submitted along with the Expression of Interest (EOI):

- Authorization Letter from the producer of ATF specifically permitting the bidder to participate in the EOI process.
 - Valid Memorandum of Understanding (MoU) executed with the producer of ATF, clearly stating that the producer shall supply ATF to the bidder as and when required by OIL, in the requisite quantities. The MoU must remain valid for the entire duration of the agreement that OIL intends to enter into. The MoU should mention that in case of failure of supply or quality deviations, the producer shall be held responsible jointly with the bidder.
 - Back up guarantee from the producer of ATF that ATF supplied will conform to relevant international standards and provide test certificates with each consignment.
 - Undertaking from the bidder that the producer of ATF shall not change during the tenure of agreement.
- ii) The bidder shall be required to maintain adequate stock of ATF at all times during the tenure of the agreement to ensure uninterrupted supply of OIL's requirements on a day-to-day basis.
- iii) Quality means compliance / conformance of the product i.e. ATF to the technical specifications stipulated in the tender document. Product supplied must comply to all statutory requirements and specifications.
- iv) The supplier shall be fully responsible for maintaining quality of ATF as per relevant standards till it is delivered to OIL.
- v) OIL shall provide a minimum notice period of 2-4 hours for raising requisitions for ATF. The bidder must ensure timely arrangements and supply of the required quantity within this notification period.
- vi) Unit of measurement will be Liters / Kilo Liters. ATF shall be measured and delivered / billed in Liters / Kilo Liters as a uniform accounting Practice.
- vii) Measurement: The delivery quantity to OIL designated Helicopter shall be measured through a calibrated Flow Meter.
- viii) The transportation of the product upto the delivery point shall be the responsibility of the supplier and shall be carried out by the supplier at its risk and expense.
- ix) The title to and the risk in the product shall be passed from the successful bidder to OIL at the delivery point i.e. OIL's designated Aircraft.
- x) Custom & airport clearance charges, if required for delivery of ATF to OIL's designated aircraft shall be arranged and borne by the successful bidder. No separate charges in this regard shall be paid by OIL.
- xi) The successful bidder shall raise invoicing for the quantity of ATF delivered to OIL's designated aircraft only.
- xii) Supplier shall have to produce quality test report if required by OIL.
- xiii) The successful bidder will supply to Oil India Limited the quantities of the ATF requisitioned from time to time for refuelling OIL's designated aircraft during the validity of agreement.

- xiv) The Bidder should have either established adequate storage facility or commercial agreement with the agency possessing such facility for product to effect supplies on as and when required basis.

Bidder will submit copy of documentary evidence of their owned/hired storage tanks and other required commercial agreements indicated above.

- xv) It is the responsibility of the contractor (Supplier) to ensure that their storage tank (s) or supply facility used for supply of ATF shall have all necessary approvals throughout the currency of the agreement as per directives of Petroleum & Explosive Safety Organization, PORT/CUSTOM (as applicable) to facilitate uninterrupted supply of ATF to OIL's designated aircraft.

- xvi) The bidder must be fully conversant with the airport operations, procedures, and applicable regulations, and shall ensure strict compliance with all statutory and port-specific requirements while executing the supply of ATF. Any delay, penalty, or non-compliance arising from the bidder's failure to adhere to such regulations shall be solely the responsibility of the bidder, and OIL will not be held responsible in any manner whatsoever.

- xvii) Terms of Payment:

- a) Supplier shall raise invoice for the quantity of ATF supplied on each occasion to OIL's designated Helicopter. The rate of ATF for invoicing shall be as per the rate prevailing at the time of supply with discount to be offered, if any.

- b) The supplier shall allow non-interest-bearing Credit for 30 days on supply of ATF with following payment terms:

- For period of supplies from 01st to 15th of a month: Payment will be due by 30th of the month.
- For period of supplies from 16th to 28th/29th/30th/31st of a month (based on no. of calendar days in the month): Payment will be due by 15th of the next month.

- c) Alternatively, the supplier may propose their payment terms for evaluation by OIL.

- d) The price of ATF to be supplied will be inclusive of taxes/levies applicable on the date of supply. The sales tax and other levies payable by OIL on ATF will be subject to revision of the rates of such taxes and levies from time to time and depending upon the directives of the Govt. of India and the respective States/Union Territory.

- xviii) Safety: The bidder shall ensure that all activities related to the storage, handling, transportation, and supply of ATF are carried out in strict compliance with applicable safety standards, statutory norms, and environmental regulations, including but not limited to Petroleum Rules, 2002, relevant IS/BIS standards, and Port/Local Authority guidelines.

The bidder shall:

- Employ trained personnel for handling ATF and ensure use of appropriate personal protective equipment (PPE).
- Provide vehicles/tankers that are duly licensed, certified, and equipped with all mandatory fire and safety appliances.
- Implement necessary precautions to prevent spillage, leakage, fire, or any hazardous incidents during operations.
- Be solely responsible for any accident, damage, injury, or loss arising due to unsafe practices during the supply process.

- xix) OIL shall not be held liable for any safety lapses, incidents, or consequences resulting from the bidder's failure to adhere to prescribed safety norms.
- xx) The requirement shall not be split and will be awarded in its entirety to a single successful bidder.
- xxi) Detailed prices with all break up and discount offered are to be submitted preferably as per Proforma-IB. OIL understands that prices, levies, excise duties, taxes given are current ruling price and are subject to revision from time to time. Price prevailing on the date of supply shall be applicable.
- xxii) OIL shall be entering into an Integrity Pact with the supplier as per format enclosed vide Proforma. The duly signed integrity pack is required to be submitted by the supplier along with their quotation.

Proforma - IA

(TECHNICAL PROPOSAL)

(To be submitted in closed envelope, super scribed with EOI -Technical)

**To,
The ED (Offshore)
Oil India Ltd, KG Basin Project.
11-4-7, Nookalamma Temple Street,
Ramaraopet, Kakinada – 533004.**

Sub: Technical proposal against EOI No. OIL/KGB/EOI/254/2026 dated 25.02.2026 for Supply of Aviation Turbine Fuel (ATF) at Rajahmundry Airport

Sir,

We, M/s. _____ (Name of the Bidder), hereby submit the following information in relation to the subject Expression of Interest (EOI). We affirm that all the information provided herein are true and correct to the best of my knowledge. We understand that if any information is found to be incorrect, misleading, or not in compliance with the EOI requirements, Oil India Limited (OIL) reserves the right to reject this proposal without seeking any clarifications.

It is hereby confirmed that this offer will remain valid for 90 days from the EOI closing date and we accept all the terms and conditions specified in the EOI document. We confirm that I have gone through the EOI and confirm acceptance of all terms and conditions.

I, certify that I am duly authorized to represent my company and am competent to submit this Expression of Interest along with the required details.

In the event of selection against the EOI, we agree to enter into a Memorandum of Understanding (MoU) with OIL to supply ATF at Rajahmundry Airport on an “as and when required” basis, at the prevailing fuel cost on the date of supply, after accounting for any discount offered.

We hereby confirm that every consignment of ATF supplied will strictly adhere to IS 1571 (2001) equivalent to specification DEFSTAN 91-91 (Latest Issue) as amended from time to time and conforming to ASTM D 1655, Jet-A or Jet-A-1, latest issue (ASTM D 1655 added) or any equivalent international standard. We undertake full responsibility for maintaining product quality up to the delivery point (OIL’s designated aircraft).

Based on the requirement of the EOI, I hereby submit the following documents, for evaluation of OIL:

(tick whichever is applicable)

- Producer authorization letter / proof of being ATF producer.
- Valid MoU with producer ensuring supply commitment.
- Backup guarantee from producer on quality conformance.
- Undertaking that producer shall not change during agreement tenure.
- Evidence of storage facility ownership/hiring.
- PESO, Airport, and Customs approvals.
- Details of dispensing equipment with calibration certificates.

We confirm acceptance of the Integrity Pact and enclose the duly signed document as part of this submission.

We have submitted our offer under the following payment terms:

.....
.....
.....

We, M/s. _____, hereby confirm our capability, capacity, and commitment to supply ATF to OIL's designated Helicopter at Rajahmundry in strict compliance with technical, commercial, and safety requirements specified in the EOI.

We hereby confirm that we will adhere to all the applicable safety norms and statutory regulations, ensuring safe storage, handling, transportation, and supply of ATF, and shall remain fully responsible for compliance and safe operations at all times.

We look forward to a long-term association with Oil India Limited and assure timely, safe, and reliable services.

For M/s. _____
(Authorized Signatory)

Name: _____
Designation: _____
Seal & Date: _____

PROFORMA – IB

PRICE BID FORMAT

(No price should be given alongwith technical bid, otherwise the offer will be rejected)

(To be submitted in closed envelope, super scribed with EOI -Financial)

Particulars	Rate (IN INR) or percentage (in %)	Cost per KL of ATF (INR)
Cost of refuelling ATF in OIL's designated Helicopters in Rajahmundry Airport, on the date of EOI, i.e. 25.02.2026		
A) Basic Price of ATF per KL (to provide documentary evidence)		
B) Discount offered per KL on A		
C) Taxes/VAT, if applicable		
D) Any other taxes/levies/charge (to indicate)		
E) Total price of ATF per KL including all taxes/cess/levies		
F) Total price of ATF per KL including all taxes/cess/levies after discount		

Note:

- 1) The currency of the EOI Offer and the currency of payments shall be INR.
- 2) The supplier shall deliver requisite quantity of ATF to the designated Helicopters of Oil India Limited at the delivery point in Rajahmundry Airport. The supplier must be prepared to deliver the required quantity of ATF 24 hours a day, every day of the week.
- 3) Payment shall be released based on the price of ATF (including all taxes and levies) applicable on the date of supply. The sales tax/VAT and other levies payable by OIL on ATF will be subject to revision of the rates of such taxes and levies from time to time and depending upon the directives of the Govt. of India and the respective States/Union Territory.
- 4) The discount offered shall be firm for the whole duration of agreement and Invoices shall be raised against supplies after consideration of the discount.

Offered payment terms:

Place :.....

Date :.....

Signature of the authorized signatory
(Name of Bidder)

Clause on Integrity Pact

OIL shall be entering into an Integrity Pact with the Bidders as per given format. The Integrity Pact shall be returned by the interested 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. If any interested bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

a. Shri Ram Phal Pawar, IPS (Retd.)

E-mail: rpawar61@hotmail.com , ramphal.pawar@ips.gov.in

b. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India; E-mail: ams057@gmail.com

c. Dr. Ved Prakash, ITS (Retd.), Ex-Additional Director General Foreign Trade, Ministry of Commerce; E-mail: ved60prakash@gmail.com

In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the Contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

FORMAT OF INTEGRITY PACT

Between

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

And

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

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.

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 for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/~~Contractor~~

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- (i) The Bidder 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 subsequent contract execution, if awarded.
- (ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti- corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (vi) The Bidder (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder 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 for such reason.

1. If the Bidder 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 from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder 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 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) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the

exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 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 undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its subcontractors/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 Independent External Monitor (IEM) for this Pact.

(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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Bidder. The parties offer 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 to present its case before making its recommendations to the Principal.

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

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

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

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).

(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 Date : Place : For the Bidder/Contractor Witness 1: Witness 2:
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