



KG BASIN PROJECT
D. NO. 11-4-7, 3RD FLOOR,
NOKALAMMA TEMPLE STREET
RAMARAOPET, KAKINADA-533004
ANDHRA PRADESH, INDIA
E-mail: amritl_bora@oilindia.in

(FORWARDING LETTER)

NOTICE INVITING TENDERS

NATIONAL COMPETITIVE BIDDING

Subject: Tender No. ECP6836P25 for Supply of HF-HSD at Kakinada Port

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 offshore operations, OIL invites National Competitive Bids (NCB) from competent and experienced contractors through OIL’s e-procurement site for “**Supply of HF-HSD at Kakinada Port**” for consumption in the Drilling Unit and vessels to be deployed in East Coast of Indian Waters. One complete set of Bid Document for above is uploaded in OIL’s e-procurement portal. Interested and eligible contractors are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

a)	IFB No. /E-Tender No.	:	ECP6836P25 dated 25.06.2024
b)	Type of Bidding	:	Online National e-Tender: Single-Stage Two-Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	09.07.2024; 11:00 Hours IST
e)	Technical Bid Opening Date & Time	:	09.07.2024; 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	:	Bids must be uploaded online in OIL’s E-procurement portal
h)	Bid Opening Place	:	Office of Executive Director (KGB & MBP), Oil India Ltd., KG Basin Project D. No. 11-4-7, Nookamma Temple Road Ramaraopeta, Kakinada Andhra Pradesh-533004, India

i)	Bid Validity	:	120 (One Hundred Twenty) days from Bid Closing date.
j)	Bid Security Amount	:	INR 9,91,700.00 (For exemption on submission of Bid security, bidder to refer to relevant tender clauses.)
k)	Bid Security Validity	:	180 (One Hundred Eighty) days from Bid Closing Date
l)	Amount of Performance Security	:	Not applicable
m)	Validity of Performance Security	:	Not applicable
n)	Location of job	:	Kakinada Port
o)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
p)	Contact Details	:	AMRIT L BORA, CHIEF MANAGER (C&P) E-MAIL: amritl_bora@oilindia.in. PHN: +91 884 2302190
q)	E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: ERP_MM@OILINDIA.IN
r)	Bids to be addressed to	:	Office of Executive Director (KGB & MBP), Oil India Ltd., KG Basin Project D.NO.11-4-7, Nookamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India

LIST OF DOCUMENTS:

i)	General Terms & Conditions	:	MM/GLOBAL/E-01/2005 for E-Procurement ICB Tenders
ii)	Annexure-A	:	Specification, scope of work and various notes to bidders
iii)	Annexure-B	:	Bid Evaluation & Rejection Criteria
iv)	Appendix-C	:	General Notes to Bidders
v)	Proforma-A	:	Price bid format
vi)	Proforma-B	:	Format for certificate of Financial Criteria
vii)	Proforma-C	:	Format for certificate of Annual turnover & net-worth
viii)	Proforma-D	:	Format of Corporate Guarantee towards parent/ultimate parent/ holding company's financial standing
ix)	Proforma-E	:	Format for statement of non-compliance
x)	Proforma-F	:	Format for attending bid opening
xi)	Proforma-G	:	Format – Integrity Pact
xii)	Proforma-H	:	Format for Undertaking of authenticity of information/documents submitted
xiii)	Proforma-I	:	Format of Bid security
xiv)	Proforma-J	:	Undertaking on local content

xv)	Exhibit-I, II, III	Format for undertaking towards compliance of provisions for restrictions on procurement from a bidder of a country which shares land border with india
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Thanking you,
Yours faithfully,
OIL INDIA LIMITED

sd/-
(Amrit Loushon Bora)
Chief Manager (C&P)
For General Manager (C&P)
For Executive Director (KGB & MBP)

ANNEXURE – A

Scope of Work, Product Specifications and Special Terms and Conditions

A) Introduction:

1.0 OIL INDIA LIMITED (OIL) was awarded the following offshore blocks by the Government of India on a sole operatorship basis with 100% Participating Interest.

- **One offshore block KG/OSDSF/GSKW/2018 in Krishna Godavari offshore basin (KG-DSF).**
- **Two offshore blocks AN-OSHP-2018/1 & AN-OSHP-2018/2 in Andaman Offshore Basin.**

OIL is in advance stage of completing all preparatory activities for commencing the offshore drilling campaign, with a target to start drilling in Andaman Sea from August/September' 2024 and in Offshore KG-DSF from April/May' 2025. OIL has already awarded contract for hiring of Drilling Unit and required no. of Vessels suitable for drilling operations in Andaman Block. Whereas, tenders for Drilling Unit and Vessels required for KG-DSF are under finalization.

2.0 HF-HSD are required for the Drilling Unit and Vessels hired (or to be hired) by OIL and according to the drilling plan, OIL has estimated its requirement of HF-HSD at KDWP Jetty as under:

	Tentative schedule	For offshore drilling in Andaman Block (KL)	For offshore drilling in KG-DSF Block (KL)
1	Month - 1 (August/September, 2024)	1002	-
2	Month - 2	1002	-
3	Month - 3	1002	-
4	Month - 4	1002	-
5	Month - 5	1002	-
6	Month - 6	1002	-
7	Month - 7	240	-
8	Month - 8 (April/May, 2025)	240	912
9	Month - 9	240	912
10	Month - 10	240	912
11	Month - 11	240	912
12	Month - 12	240	912
13	Month - 13	240	912
14	Month - 14	240	912
15	Month - 15	-	912
16	Month - 16	-	912
17	Month - 17	-	912
	Estimated total quantity (KL)	7,932 KL	9,120 KL

The requirement and schedule are estimated based on the present circumstances and are subject to change based on various factors such as successful & timely mobilization against all the related contracts, arrival of drilling unit/vessel, statutory clearances etc. Quantity of HF-HSD required by OIL at actual may change (increase/reduce). The purpose of the tender

is to identify the source of supply of HF-HSD and enter into an agreement with the successful bidder with a validity of 02 (two) years so that supply of HF-HSD is available at Kakinada Port as and when required by OIL.

3.0 The scope of work is Supply of HF-HSD at destination i.e. at Kakinada Deep Water Port (KDWP), pumping through pipeline from storage terminal and bunkering of the HF-HSD to OIL's designated Vessels (OSVs & AHTSs) as and when such vessels berth at the KDWP Jetty.

Broadly, the scope of supply shall include:

- i) Supply, loading, transportation of HF-HSD near to the delivery point i.e. around Kakinada Port.
- ii) Storage of HFHSD in tanks (either owned or hired) near to the delivery point i.e. around Kakinada Port. Delivery Point shall mean OIL's designated Vessels (OSVs & AHTSs) at KDWP where HF-HSD is to be transferred through pipelines.
- iii) Pumping from storage terminal at destination through pipeline and transfer of HF-HSD to OIL's designated Vessels (OSVs & AHTSs) as and when the vessel berths at Kakinada Port Jetty on a day's prior notice,

4.0 Specification of HF-HSD – As per Para B.

B) Specification of HF-HSD:

**SPECIFICATION FOR HFHSD
IS 16861–2018**

S.NO	CHARACTERISTICS	TEST METHOD	LIMIT	REQUIREMENT
1	Appearance	Visual	-	Clear and Bright
2	Acid Number, mg of KOH/g	ASTM D 974	Max	0.5
3	Ash, percent by mass	IS 1448 P:4	Max	0.01
4	Carbon residue on 10 percent volume distillation residue,% mass	ASTM D 4530	Max	0.3
5	Cetane index	ASTM D 4737	Min	45
6	Pour point	ASTM D 97	Max	3 °C Winter 15 °C Summer
7	Copper strip Corrosion for 3 h at 100°C	ASTM D 130	-	Not worse than No.1
8	Distillation,% (v/v), recovered a) at 350°C b) at 370°C	ASTM D 86	Min	85 95
9	Flash point Pensky Martens closed cup °C	ASTM D 93	Min	66
10	Kinematic viscosity, cSt ,at 40°C	IS 1448 P:25	-	2.0 to 5.0
11	Density at 15°,kg/m3	ASTM D 4052	Max	860
12	Total sulphur, % by mass	ASTM D 4294	Max	0.20
13	Water content, ppm	ISO 12937	Max	500
14	Cold Filter Plugging Point (CFPP),°C	ASTM D 6371	-	To report
15	Oxidation stability, g/m3	ASTM D 2274	Max	25
16	Lubricity corrected WSD at 60°C,microns	ISO 12156-1	Max	520

C) Notes to bidder(s):

- i) Unit of measurement will be Liters / Kilo Liters. HFHSD shall be measured and delivered / billed in Liters / Kilo Liters as a uniform accounting Practice.
- ii) Measurement: The delivery quantity to OIL designated Vessels shall be measured through a calibrated Flow Meter installed near KDWP.
- iii) Quality means compliance/ conformance of the product i.e. HFHSD to the technical specifications stipulated in the tender document. Product supplied should have lower pour point temperature and other parameters as per BIS specifications confirming to IS 16861:2018 with or equivalent technical specifications having flash point of 66 Deg C minimum as per Technical Specifications.
- iv) The supplier shall be fully responsible for maintaining quality of HF-HSD as per relevant standards and IS 16861: 2018 with flash point limits 66°C till it is delivered to OIL.
- v) The successful bidder shall deliver requisite quantity of HF-HSD to Oil India Limited at the delivery point i.e. OIL's designated Vessels at KDWP, India.
- vi) The transportation of the product upto the delivery point shall be the responsibility of the successful bidder and shall be carried out by the successful bidder at its risk and expense.
- vii) 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 Vessel.
- viii) Custom & Port clearance charges, if any shall be borne by the successful bidder.
- ix) The successful bidder shall raise invoicing for the quantity of HFHSD delivered to OIL's designated vessel only.
- x) Supplier shall have to produce quality test report if required by OIL.
- xi) The successful bidder will undertake to supply to Oil India Limited the quantities of the HF-HSD requisitioned from time to time for bunkering to OIL's designated vessels during the validity of agreement.
- xii) The Bidder should have either established adequate storage facility or commercial agreement with the agency possessing such facility for product near KDWP to effect supplies on as and when required basis.

The bidder should have Commercial agreement with the agency which has established "Industry Pipe Line" link between the storage facility indicated against (a) above and KDWP Jetty and Commercial agreement with M/s Kakinada Seaports Limited, Hyderabad for bunkering/ transfer of product to OIL's designated vessel through KDWP Jetty.

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

- xiii) It is the responsibility of the contractor (Supplier) to ensure that their storage tank (s) used for supply of HF-HSD 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 HF-HSD to OIL's designated vessels.
- xiv) Bidder should be fully conversant with the KSPL Port and its regulations.
- xv) Bidder(s) should have a storage tank facility at Kakinada with pipeline connectivity to KDWP jetty to transfer HF-HSD to OIL's vessels at KDWP Jetty. Supporting documentary evidence in support of this claim will required to be submitted by the bidder along with their bid.

xvi) Terms of Payment:

- a) Supplier shall raise invoice for the quantity of HF-HSD supplied on each occasion to OIL's designated vessel(s). The rate of HF-HSD 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 HF-HSD 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) The price of HF-HSD 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 HF-HSD 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.

ANNEXURE-B

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

The bid shall conform to the specifications and terms and conditions of the Tender. Bids shall be rejected in case the items offered do not conform to the parameters stipulated in the technical specifications and to the international/national standards wherever stipulated.

The following BRC/BEC will govern the evaluation of the bids received against this tender. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected. Bid evaluation will be done only for those bids that qualify through the "Bid Rejection Criteria" as stipulated in this document. All the documents related to BEC/BRC shall be submitted along with the technical bid.

Sl. No.	Bid Requirement	Bidder's Response (Complied / Not Complied. Reference to any document attached along with the bid)
A.	<u>Technical:</u>	
A.1	<u>Bidders' Experience Criteria:</u> Bidder must be a manufacturer/refiner and should have experience of successfully supplying at least 6000 KL of HF-HSD (cumulatively in one year period) to any Central / State Govt. Organization / PSU / Public Limited Company during the last 10 (ten) years preceding the original Bid Closing Date. <u>Similar Order means: Order for supply of HF-HSD.</u>	
A.2	<u>Notes to Bidder Regarding Experience Criteria:</u> (a) Documentary evidence in respect of the above should be submitted along with the techno-commercial bid in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as:- i) Satisfactory Supply Completion Report (OR) ii) Consignee Received Delivery Challans (OR)	

	<p>iii) Tax Invoices issued under relevant rules of Central Excise/VAT/GST (OR)</p> <p>iv) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p> <p><u>Notes:</u></p> <p>(a) The date of Purchase order(s) need not be within 10 (ten) years preceding original bid closing date of this tender. However, the execution of supply should be within 10 (ten) years preceding original bid closing date of this tender.</p> <p>(b) Satisfactory supply Completion certificate (if submitted) shall be issued on client's official letterhead with signature and stamp.</p> <p>(c) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BRC.</p> <p>(d) In case, the bidder has record of past supply to Oil India Limited satisfying Para A.1, the bidder may mention the Order/contract reference instead of submitting documentary evidences.</p>	
A.3	Bidder is required to confirm that they have storage tank with pipeline connectivity to KDWP jetty owned/hired by them at Kakinada as on the original bid closing date of this tender. Bidder to submit valid supporting documentary evidence in support of this claim, along with their bid.	
B.	<u>FINANCIAL</u>	
B.1	<p>The bidder must have annual Financial Turnover from Operations equal to Rs 59.69 Crores in any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date as per the Audited Annual Reports.</p> <p>[Annual Financial Turnover of the bidder from operations shall mean – “Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year” as per the Companies Act, 2013 Section 2(91).]</p>	

<p>B.2</p>	<p>The Net Worth of the bidder must be positive for the accounting year preceding the original bid closing date.</p> <p>[Net worth shall mean: “Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carries forward Loss – Reserves created out of write back of depreciation and amalgamation”.]</p>	
	<p><u>Note to Clause B.1 & B.2:</u></p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA–C.</p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking (refer PROFORMA-B) certifying that ‘the balance sheet/Financial Statements for the financial year _____ (As the case may be) has actually not been audited so far’.</p>	

	<p>c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>	
B.3	<p>In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent / ultimate parent / holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent / ultimate parent / holding company, then following documents need to be submitted:</p> <p>i) Turnover of the parent / ultimate parent / holding company should be inline with requirement.</p> <p>ii) Net Worth of the parent / ultimate parent / holding company should be positive in line with the requirement.</p> <p>iii) Corporate Guarantee (as per PROFORMA-D) on parent / ultimate parent / holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project / job in case the same is awarded to them.</p> <p>iv) Document of subsidiary company being 100% owned subsidiary of the parent / ultimate parent / holding company.</p>	
C)	<u>COMMERCIAL:</u>	
i)	Validity of the bid shall be minimum 120 days from the Bid Closing Date.	
ii)	<p><u>Bid security:</u></p> <p>The bid must be accompanied by Bid Security of ₹ 9,91,700.00 in OIL's prescribed format as Bank Guarantee in favor of OIL. The Bid Security in original hard copy is to be submitted manually in sealed envelope super-scribed with Tender no. and Bid Closing date to</p> <p>Executive Director (KGB & MBP), Oil India Ltd., KG Basin Project</p>	

	<p>D.NO.11-4-7, Nookamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India</p> <p>on or before the Bid Closing Date and Time mentioned in the Tender.</p> <p>The Bank Guarantee towards Bid Security shall be valid for 45 days beyond the bid validity.</p> <p>The Bid Security can also be submitted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or Payment online in an acceptable form, safeguarding the purchaser’s interest in all respects.</p> <p>If bid security in ORIGINAL of above-mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.</p> <p>For exemption for submission of Bid Security, please refer Clause No. 8.16 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.</p>	
iii)	<p>Bids are invited under “Single Stage Two Bid System”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.</p>	
iv)	<u>Clause deleted</u>	
v)	<p><u>Integrity Pact :</u></p> <p>OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Proforma-G of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be submitted by the</p>	

	<p>bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p>	
vi)	<p>A bid shall be rejected straightway if it does not conform to any one of the following clauses:</p> <ul style="list-style-type: none"> (a) Validity of bid shorter than the validity indicated in the Tender. (b) Original Bid Security not received within the stipulated date & time mentioned in the Tender. (c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender. (d) In case the Party refuses to sign Integrity Pact. 	
(D)	<p><u>BID EVALUATION CRITERIA (BEC):</u></p> <p>The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidence pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below.</p> <p>The original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.</p>	
(i)	<p><u>TECHNICAL:</u></p> <p>Bids shall be evaluated strictly as per NIT specifications, terms and conditions.</p>	
(ii)	<p><u>COMMERCIAL:</u></p> <p>a) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.</p> <p>b) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The</p>	

	<p>technically acceptable bidders will be informed before opening of the "priced bid".</p> <p>c) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>d) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.</p> <p>e) Prices in Row K of Proforma-A (Price bid format) shall be compared for evaluation of inter-se-ranking amongst the bidders. In case of multiple bids with same L-1 price, inter-se-ranking shall be decided based on evaluated turnover of the bidder (bidder with highest turnover will be given the first preference).</p>	
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ANNEXURE-C

GENERAL NOTES TO BIDDERS

1.0	<p>a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal</p> <p>b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.</p> <p>c) MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.</p> <p>d) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender.</p>
2.0	The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement.
3.0	Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
4.0	<p><u>Bid Security:</u></p> <p>All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be through online payment gateway integrated in OIL's e-portal or as Bank Guarantee (BG) in OIL's prescribed format enclosed with the tender vide PROFORMA-I issued from any of the following Banks:</p> <p>i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or</p> <p>ii) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International Bank who has its branch in India registered with Reserve Bank of India, or</p>

iii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

iv) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted.

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

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

The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Kakinada, Andhra Pradesh, the place of issuance of tender.

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

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

Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security as per tender requirement is furnished.


The Bid Security may be forfeited, if:

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

In case any Bidder withdraws their Bid during the period of Bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List as per Company's Banning Policy (available in OIL website).

The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical Bid in the "Technical Attachment" of OIL's e-portal. The original Bid Security shall be submitted by Bidder to the office of Executive Director (KGB & MBP), OIL INDIA LIMITED, KG Basin Project Office at D. No. 11-4-7 Nookamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India in a sealed envelope which must

	<p>reach the office on or before the Bid Closing date and time. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.</p> <p>A Bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.</p>
5.0	<p><u>Exemption from Submission of Bid Security</u></p> <p>Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.</p> <p>MSE Units (Manufacturers / Service Providers only and not their dealers/distributors) eligible for exemption of Bid Security shall furnish Udyam Registration Number with Udyam Registration Certificate along with technical bid.</p> <p>Note :</p> <p>i. Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and as amended time to time.</p> <p>ii. In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.</p>
6.0	<p>Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time, failing which the offer shall be rejected.</p>

<p>7.0</p>	<p>The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The “Techno-commercial Unpriced Bid” shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab “Notes and Attachments”. Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; display: inline-block;">Notes and Attachments</div> <div style="background-color: yellow; padding: 5px; display: inline-block;">➔ Only Price Details Should Be Uploaded</div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; display: inline-block;">Technical attachments</div> <div style="background-color: yellow; padding: 5px; display: inline-block;">➔ All technical bid documents except price details</div> </div> <p style="margin-top: 10px;">Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “New Vendor Manual (effective from 12.04.2017)” available in the login Page of the OIL’s E-tender Portal.</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px; display: flex; align-items: center;">  <div style="margin-left: 20px; text-align: center;"> <div style="background-color: orange; border-radius: 15px; padding: 10px; color: white; font-weight: bold;">Click here for the New Manual & Instruction</div> </div> </div>
<p>8.0</p>	<p>In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFX Response-> User - > Technical Bid. <u>No price should be given in above Technical Rfx otherwise the offer will be rejected.</u> Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFX Response-> User - > Technical Bid only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.</p>
<p>9.0</p>	<p>For convenience of the qualified Bidders and to improve transparency, the rates/cost quoted by bidders against OIL’s e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment from under “Notes & Attachment” (i.e. NO PRICE CONDITION), Bidders must upload their detailed Price-Bid as per the prescribed format under “NOTES & ATTACHMENT”, in addition to filling up the “TOTAL BID VALUE” tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the “Total Bid Value” as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the “Total Bid Value” or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.</p>

10.0	PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALY ACCEPTABLE.
11.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
12.0	To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected.
13.0	Other terms and conditions of the tender shall be as per "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
14.0	All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.
15.0	Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
16.0	Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.
17.0	<p>Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DLE-16062021-227649 dated 16th June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <p>Udyam Registration Number with Udyam Registration Certificate.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</p>

18.0	<p>Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order- Public Procurement no.1) [amended vide office memorandum No. F.7/10/2021-PPD(1) dated 23.02.2023] has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable.</p> <p>Undertaking regarding compliance: The bidders are required to provide undertakings as per Exhibit-I, Exhibit-II & Exhibit-III along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.</p>
19.0	<p>Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.</p>
20.0	<p>OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide PROFORMA-G of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.</p> <p>In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.</p> <p>Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:</p> <ul style="list-style-type: none"> a. Shri Ram Phal Pawar, IPS (Retd); E-mail: rpawar61@hotmail.com b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail: tmbhasin@gmail.com c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, E-mail: ams057@gmail.com <p>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.</p>
21.0	<p>Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.</p>
22.0	<p>Performance Security: Not applicable.</p>

23.0

Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented MII Policy to provide Purchase Preference (linked with local content) by notification no. Ref. FP-20013/2/2017-FP-PNG dated 17.11.2020 and FP-20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022 and amendments issued from time to time. Bidders are requested to go through the policy and take note of the following while submitting their offer.

As per the policy, the bidder must be incorporated in India and must minimum 20% local content (LC) for the offered items to be eligible to bid against this tender.

1. Certification and Verification

Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail MII benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

(i) At bidding stage:

a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practising cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

(ii) After Contract Award

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

2. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been

	<p>met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.</p> <p>3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.</p> <p>4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.</p> <p>5. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.</p>
24.0	Percentage of Local Content (to mention by the bidder):
25.0	<p>ASSIGNMENT:</p> <p>The Bidder / Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer / assignment or subletting shall not relieve the Bidder / Seller of any of their obligations which might have arisen before such permission was given.</p>
26.0	<p>FORCE MAJEURE:</p> <p>In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.</p> <p>The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause and which renders performance of the contract by the said party completely impossible.</p>
27.0	<p>SET-OFF:</p> <p>Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).</p>

28.0	<p>JURISDICTION / APPLICABLE LAWS:</p> <p>The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in the State of Andhra Pradesh and Principal Bench of Andhra Pradesh High Court at Nelapadu.</p> <p>This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.</p>
29.0	<p>SAFETY PRACTICES: -</p> <ul style="list-style-type: none"> (i) The successful bidder shall abide by all safety and security rules and regulations existing in the OIL's Installations. The successful bidder shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc. The successful bidder shall be required to take work permit from respective shift in charges for each day and each shift for all kind of jobs. There can be instances of not getting permits, withdrawing of permits already issued at any stage of work due some operational safety and security reasons. For any stoppage of work for such reasons no claim whatsoever will not be considered. (ii) Stand by firefighting equipment will be deployed at the work site by OIL. However, at least two of the successful bidder's personnel deployed for the work must be capable of handling the firefighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the successful bidder's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department. (iii) Any compensation arising out of the job carried out by the successful bidder whether related to pollution, Safety or Health will be paid by the successful bidder only. (iv) Any compensation arising due to accident of the successful bidder's personnel while carrying out the job, will be payable by the successful bidder. (v) The successful bidder shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL. (vi) In case the successful bidder is found non-compliant of HSE laws as required, the company will have the right for directing the successful bidder to take action to comply with the requirements, and for further non-compliance, the successful bidder will be penalized as per prevailing relevant Acts/ Rules/ Regulations. (vii) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures, Company will have the right to direct the successful bidder to cease work until the non-compliance is corrected. (viii) All safety gears like safety boots, helmets, safety belts, hand gloves, safety goggles, gas masks etc. required for carrying the job in a safe manner shall be arranged by the successful bidder. In case the successful bidder fails to provide the safety gears, the same will be provided by OIL and the cost of such safety items will be deducted from the successful bidder's bills. (ix) CLEARANCE OF SITE: - As a part of the job, the successful bidder shall completely remove all the temporary/ disposable materials if needed while execution of work or after completion of work at his own cost and dispose off the same as directed by Engineer-in-Charge. (x) The successful bidder shall maintain first aid facilities for its employees. All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of the successful bidder's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

	<p>(xi) The successful bidder shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work, the successful bidder shall consult with Employer's safety Engineers and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this job or to any of the Employer's existing property.</p>
30.0	<p><u>FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.</u></p> <p>Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.</p> <p>MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.</p> <p>MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.</p> <p>OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.</p> <p>Note: (i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller). (ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).</p>
31.0	<p>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per PROFORMA-H along with their offer failing which their offer shall be liable for rejection.</p>
32.0	<p><u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u></p> <p>Revised Banning Policy dated 17th March, 2023 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.</p> <p>The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening /evaluation /Award of Work.</p>
33.0	<p>SETTLEMENT OF DISPUTES:</p>

A) Arbitration (Applicable for suppliers/contractors other than PSU and MSME):

A.1) 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:

A.2) 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.

A.3) It is agreed and undertaken by the Parties that irrespective of country of origin of the Contractor, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

A.4) 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
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

A.5) 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.

A.6) 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.

A.7) Parties agree and undertake 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.

A.8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996 (as amended).

A.9) 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

20% of the fees if the claimant has not submitted statement of claim.
40% of the fees if the pleadings are complete.
60% of the fees if the hearing has commenced.
80% of the fees if the hearing is concluded but the award is yet to be passed.

A.10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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, both parties shall equally share all expenditures that may be required to be incurred.

A.11) The fees and other administrative / secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

A.12) The Place / Seat of Arbitration shall be Guwahati or the place where the Contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

A.13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

A.14) 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.

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

B.1) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes - concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/003/2019- FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

B.2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.

B.3) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

C) Arbitration (Applicable to Micro, Small and Medium Enterprise):

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

D) Resolution of disputes through conciliation by OEC:

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the Contractor when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Kakinada.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the Contract.

k) The parties shall be represented by their in-house employees / executives. No party shall bring any advocate or outside consultant / advisor / agent. Ex-officers of OIL who have handled

the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

E) Exclusions:

Parties agree that following matters shall not be referred to conciliation or arbitration:

i. Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder / Contractor and /or with any other person involved or connected or dealing with bid / Contract / bidder / Contractor.

ii. Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/Contractor.

iii. Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

iv. Any claim which is less than Rs. 25 Lakh

PROFORMA – A

PRICE BID FORMAT

(TO UPLOAD UNDER NOTES AND ATTACHMENT TAB

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

Particulars	Rate (IN INR) or percentage (in %)	Cost per KL of HF-HSD (INR)
HF-HSD Price per KL prevailing on the date of NIT (i.e. 25.06.2024) for delivery at Kakinada Port jetty, Andhra Pradesh through pipeline		
A) Basic Price of HF-HSD per KL, as per specifications		
B) Basic Excise Duty (B)		
C) Ex Depot Price (C=A+B)		
D) AP State Road Cess		
E) State VAT		
F) Any other taxes /levies/charge (to indicate)		
G) Any other taxes /levies/charge (to indicate)		
H) Any other taxes/levies/charge (to indicate)		
I) Total price of HF-HSD per KL including all taxes/cess/levies		
J) Discount offered per KL on A (either in amount or percentage)		
K) Total price of HF-HSD per KL including all taxes/cess/levies after discount		

Notes:

- 1) Bidder to provide documentary evidence in support of their quoted rate (from A to I) prevailing on the date of NIT (i.e. 25.06.2024) except discount offered.
- 2) Under the Andhra Pradesh (AP) VAT Act, sale by one Oil Company to another Oil Company shall not be deemed to be the first sale in the State. Accordingly, in respect of sale of HF-HSD by specified Oil Companies to another Oil Companies will be exempt from AP VAT. In this regard, bidder to note that Oil India Limited is currently pursuing with the competent authority for inclusion of its name in the list of Oil Companies Under Explanation IV of Schedule -VI of the VAT Act of Andhra Pradesh. Upon inclusion, Oil India Limited will be eligible for the AP VAT exemption and the successful bidder shall extend the benefit accordingly, upon receipt of intimation from OIL.

Place :.....

Date :.....

Signature of the authorized signatory

PROFORMA-B

FORMAT FOR CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref: **Financial Criteria of the BEC**

Tender No.: _____

I the authorized signatory(s) of (Company or firm name with address) do hereby solemnly affirm and declare as under:-

The balance sheet/Financial Statements for the financial year ____ (as the case may be) has actually not been audited as on the Original Bid closing Date.

Place :.....

Date :.....

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

PROFORMA-C

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD		
<u>TO WHOM IT MAY CONCERN</u>		
This is to certify that the following financial positions extracted from the audited financial statements of M/s (Name of the Bidder) for the last 03 (Three) completed accounting years upto.....(as the case may be) are correct.		
YEAR	TURN OVER In INR	NET WORTH In INR
Place:		
Date:		
Seal:		
Membership No:		Signature
Registration No:		
UDIN:		

NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.

PROFORMA-D

**PARENT/ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS
FINANCIAL STANDING**

(Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)
DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s.....(mention complete name) a company duly organized and existing under the laws of.....(insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR _____ Cr or _____ USD during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
 - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
 - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
 - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
 - (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Parent/Ultimate Parent/Holding Company)
(Delete whichever not applicable)

For and on behalf of
(Bidder)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

PROFORMA-E

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

The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

PROFORMA-F

AUTHORISATION FOR ATTENDING BID OPENING

TO,

Date: _____

Oil India Ltd.,
KG Project, Kakinada-533004,
Andhra Pradesh

Sir,

Sub: OIL's IFB No. _____

We authorize Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Kakinada on our behalf.

Yours Faithfully,

Authorized 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-G

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.

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.
- (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 sub-contractors/sub-vendors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

- (1) The Principal appoints competent and credible 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 take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(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.

Sd/- A L Bora (Chief Manager-C&P) For the Principal Date: 25.06.2024 Place: Kakinada For the Bidder/Contractor Witness 1: Witness 2:
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PROFORMA-H

To,

Oil India Ltd.,
KG Project, Kakinada-533004,
Andhra Pradesh

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your tender No. _____

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/Contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of Contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
for (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA-I

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.:

Bank Guarantee No.:

To,
OIL INDIA LIMITED
KG BASIN PROJECT
D. NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

WHEREAS, (Name of Bidder) (hereinafter called “the Bidder”) has submitted their Bid No. datedfor the provision of certain oilfield services (hereinafter called “the Bid”) against OIL INDIA LIMITED, KG BASIN PROJECT, KAKINADA (hereinafter called the “Company”)’s IFB No.....

KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (hereinafter called “the Bank”) are bound unto the Company in the sum of (.....)* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/ revises their bid suo moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

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

SEALED with the common seal of the said Bank this Day of, 2020.

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank & Address.....

Witness

Address.....

(Signature, Name and Address)

Date.....

Place.....

* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.

** The Date of Expiry of Bank Guarantee should be minimum 150 days after the bid closing date as stated in the tender document.

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

A. Issuing Bank

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

B. Controlling Office

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

PROFORMA-J

UNDERTAKING FOR LOCAL CONTENT

(To be submitted on the letter head of the bidder)

We, _____ (Name of the bidder) have submitted Bid No. _____ against Tender No. _____ dated _____ for _____
(description of the service).

We hereby undertake that, we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (or any subsequent amendment thereof). The percentage of Local Content in the bid is ____ %.

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

EXHIBIT-I

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS
ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND
BORDER WITH INDIA**

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No.

Date:

Tender No. _____ Date: _____

TO,

ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
D. No. 11-4- 7 Nookamma Temple Road,
Ramarao Peta, Kakinada,
Andhra Pradesh-533004, India

Dear Sirs,

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No. Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No.

Date:

Tender No. _____ Date: _____

TO,

ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
D. No. 11-4- 7 Nookalamma Temple Road,
Ramarao Peta, Kakinada,
Andhra Pradesh-533004, India

Dear Sirs,

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory
Name:
Designation:
Phone No. Place:
Date:
(Affix Seal of the Organization here, if applicable)

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No

Date:

Tender No. _____ Date: _____

TO,

ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
D. No. 11-4- 7 Nookamma Temple Road,
Ramarao Peta, Kakinada,
Andhra Pradesh-533004, India

Dear Sir,

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised
Signatory

Name:

Designation:

Phone

No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)