



ऑयल इंडिया लिमिटेड  
Oil India Limited  
Materials Department  
Duliajan, Dibrugarh, 786602, Assam  
email – [materials@oilindia.in](mailto:materials@oilindia.in)



## **FORWARDING LETTER**

**Subject: Tender No. SDI6927P25/C2 dated 05.07.2024 For Supply of FIREWOOD FOR CREMATION GROUND under Rate Contract for 02(Two) Years.**

Dear Sir/Madam,

1.0 **OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Maharatna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.

2.0 In connection to its operations, OIL invites **COMPETITIVE BIDS** from competent and experienced bidders through OIL's e-procurement site for "**PROCUREMENT OF FIREWOOD FOR CREMATION GROUND UNDER RATE CONTRACT FOR 02(TWO)YEARS (QTY: 1200 MT)**". One complete set of Bid Document for above is uploaded in OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website <https://www.oil-india.com/>. You are invited to submit your 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:

E-Tender No.	: SDI6927P25/C2 dated 05.07.2024
Type of Bidding	: SINGLE STAGE TWO BID SYSTEM
Tender Fee	: NOT APPLICABLE
Bid Closing Date & Time	: 14.08.2024, (13:00 HRS).
Technical Bid Opening Date & Time	: 14.08.2024, (13:30 HRS).
Price Bid Opening Date & Time	: TO BE DECIDED POST TECHNICAL EVALUATION
Bid Security Amount	: ₹ 1,03,000.00
Bid Submission Mode	: Bids must be uploaded online in OIL's E- procurement portal
Bid Opening Place	: Office of CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	: Bid should be valid for minimum <b>120 days</b> from actual bid closing date.
Performance Guarantee	: APPLICABLE @ 5% of Rate Contract value (Applicable only if RC value is > ₹ 10 lacs)
Integrity Pact	: Applicable
MSE Purchase Preference	: Applicable
PPLC Purchase Preference	: Not Applicable
Document Verification	: Applicable
Contact Details	: DIPANKAR PATHAK Manager Materials (IP) E-MAIL: <a href="mailto:dipankar.pathak@oilindia.in">dipankar.pathak@oilindia.in</a> PHN: 0374-2808735
E-Tender technical Support	: TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: <a href="mailto:erp_mm@oilindia.in">erp_mm@oilindia.in</a>
Bids to be addressed to	: CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602,

	Assam, India.
<b>LIST OF ANNEXURES &amp; PROFORMA</b>	
ANNEXURE-IA	: <b>TECHNICAL SPECIFICATIONS WITH QUANTITY</b>
ANNEXURE-CCC	: <b>BID REJECTION CRITERIA(BRC)/ BID EVALUATION CRITERIA</b>
ANNEXURE-G	: <b>GENERAL NOTES TO BIDDER</b>
Annexure-DDD	: <b>FORMAT FOR INTEGRITY PACT</b>
ANNEXURE-D	: <b>COMMERCAL CHECKLIST</b>
ANNEXURE-BB	: <b>PRICE BID FORMAT/PRICE SCHEDULE –(ATTACHED IN ‘NOTES &amp; ATTACHMENTS’)</b>
ANNEXURE EEE FFF GGG	: <b>TECHNICAL BID CHECK LIST/RESPONSE SHEET</b>
Annexure BBB	: <b>TAXES AND DUTIES CLAUSE</b>
Annexure K	: <b>FORMAT FOR UNDERTAKING TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/ DOCUMENTS</b>
Annexure M	: <b>UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE</b>
Annexure N, EXHIBIT-I, EXHIBIT-II & EXHIBIT-III	: <b>RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</b>
General Terms & Conditions	: <b>(i) MM/LOCAL/E-01/2005 FOR E-PROCUREMENT OF INDIGENOUS TENDERS (ii) GUIDELINE’S TO BIDDERS (iii)NEW INSTRUCTIONS (iv) BANNING POLICY</b>
Annexure J	: <b>FORMAT FOR ANNUAL TURN OVER AND NET WORTH CERTIFICATE</b>
Annexure-C	: <b>PARENT/ULTIMATE PARENT/ HOLDING COMPANY’S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING</b>
Proforma-1	: <b>CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA</b>

3.0 OIL looks forward to your active participation in the Tender.

Thanking You  
Yours Faithfully,  
OIL INDIA LIMITED

(DIPANKAR PATHAK)  
Manager Materials (IP)  
For CGM-Materials (HoD)  
For Resident Chief Executive

**TECHNICAL SPECIFICATIONS WITH QUANTITY:**

Tender No: SDI6927P25/C2 dated 05.07.2024

MATERIALS DESCRIPTION	Quantity	UOM	Complied / Not Complied. (Remarks if any)
<b><u>ITEM NO.10</u></b>  <b>FIREWOOD FOR CREMATION</b>  Firewood for cremation minimum length : 125 cm.(4 ft.) free from bakley (bark & moisture)	<b>1,200</b>	<b>MT</b>	

**SPECIAL NOTES:**

1) THIS TENDER IS FLOATED TO ENTER A RATE CONTRACT FOR A PERIOD OF 02(TWO) YEAR WITH A PROVISION OF FURTHER 01(ONE) YEAR EXTENSION AT THE SAME TERMS & CONDITIONS.

2) ORDER WILL BE PLACED ON AS AND WHEN REQUIRED BASIS.

3) THE VALIDITY OF THE RATE CONTRACT SHALL BE FROM 01.04.2025 TO 31.03.2027(WITH A PROVISION OF FURTHER 01(ONE) YEAR EXTENSION AT THE SAME TERMS & CONDITIONS). HOWEVER, OIL RESERVES THE RIGHT TO PREPONE THE DELIVERY DATE/VALIDITY DATE AND THE SAME SHALL BE BINDING ON THE SUPPLIER. THE TENURE OF 2 YEARS SHALL BE ADJUSTED FROM DATE OF FIRST DELIVERY ADVICE (IF PREPONED).

4) ORDERS RECEIVED OR MAILED PRIOR TO TERMINATION DATE OF CONTRACT WILL BE BE BINDING ON YOU.

5) PAYMENT WILL BE MADE ONLY AFTER RECEIPT & ACCEPTANCE OF MATERIALS AT SITE AGAINST INDIVIDUAL DELIVERY ADVICE.

6) THE PRICES AT WHICH, WHEN SUPPLIERS ONCE ENTERED INTO A CONTRACT SHOULD REMAIN FIRM DURING THE PERIOD OF CONTRACT.

**DELIVERY: WITHIN 15 (FIFTEEN) DAYS FROM THE RECEIPT OF FORMAL ORDER, AS AND WHEN REQUIRED BASIS.**

**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.**

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

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the “Bid Rejection Criteria” as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<u>Criteria</u>	<b>Complied / Not Complied. (Remarks if any)</b>
<p><b>1.0 BID REJECTION CRITERIA (BRC):</b></p> <p>The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p><b>A) TECHNICAL:</b></p> <p>1. Bidder should have the experience of successfully executing <b>at least 1(one) Similar Order</b> for <b>Rs. 12.78 Lakhs</b> in preceding <b>5 (five) years</b> as on the original Bid Closing date.</p> <p align="center">Or</p> <p>Bidder should have the experience of successfully executing <b>atleast 01(one) similar order</b> for supply of <b>300 MT</b> of Firewood for cremation in preceding <b>5(five) years</b> as on the original Bid Closing Date.</p> <p><b>"Similar Order"</b> means <b>Order / Rate Contract</b> for supply of <b>Firewood For Cremation Ground free from bark &amp; moisture to any PSU / Central or State Government.</b></p> <p><b>Note:</b> Documentary evidence in respect of the above should be submitted in the form of copies of relevant <b>Purchase Order / Contract along with</b> copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders, such as –</p> <ul style="list-style-type: none"> <li>(i) Satisfactory Inspection Report (OR)</li> <li>(ii) Satisfactory Supply Completion / Installation Report (OR)</li> <li>(iii) Consignee Received Delivery Challans (OR)</li> <li>(iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/VAT/GST (OR)</li> <li>(v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</li> </ul>	

**Note:**

**a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.**

**b) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.**

**B) FINANCIAL:**

B) FINANCIAL:

(a) Annual Financial Turnover of the bidder from Operations during any of preceding 03 (three) financial / accounting years from the original bid closing date should be at least **Rs.12.78 Lakhs**, as per the Audited Annual Reports.

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).

(b) The Net Worth of the bidder must be positive for the accounting year preceding the original bid closing date.

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 carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

Note -For (a) & (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/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 certifying that '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'.

Notes:

(a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

(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 ANNEXURE-J.

(OR)

(ii) Audited Balance Sheet along with Profit & Loss account.”

(b) 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.

c) 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.

(i) Turnover of the parent/ultimate parent/ holding company should be in line with Para “a” above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para “b” above.

(iii) Corporate Guarantee (as per below Annexure C) on parent/ ultimate parent/ holding company’s company letter head signed by an authorized 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.

(iv) Document of subsidiary company being 100% owned subsidiary of the parent/ultimate parent/holding company.

**C) COMMERCIAL:**

i) Validity of the bid shall be **minimum 120 days** from the Bid Closing Date.

ii) **Bid security/EMD: ₹ 1,03,000.00**

**Bid Security / EMD must be valid for minimum 165 days from the original bid closing date (14.08.2024), i.e. valid up to minimum 26.01.2025. Offers received with lesser Bid Security validity shall be straightway rejected.**

A. Payment online through RTGS/Internet Banking in Beneficiary name & Account No, IFSC Code, Bank Name Branch address. Bidders to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy/proof of the online payment transfer along with bid. The bank details for Online Payment is mentioned Below follows:

OIL’s Bank account Details:

Name	Oil India Limited
Bank	State Bank of India
Branch	Duliajan
Account Number	10494832599
Account Type	Current

IFSC Code SBIN0002053

**B. EMD, if in the form of Bank Guarantee, can also be submitted in Hard copy to the following address:**

Dipankar Pathak

Manager Materials (IP)

Materials Department

Oil India Limited, Duliajan

Assam-786602

Phone No-0374-280-8735

A bid shall be rejected straightway if it does not conform to any one of the following clauses:

a) Original Bid Security/EMD in hard copy (in the form of bank Guarantee) not received within the bid closing date & time mentioned in the tender document.

b) Bid Security/EMD (in the form of bank Guarantee) received with –

(1) Bid Security/EMD validity shorter than the validity indicated in the tender document.

AND/OR

(2) Bid Security/EMD amount lesser than the amount indicated in the tender document.

iii) 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.

iv) **Performance Security:**

The successful bidder shall submit Performance Security @ 5% of PO value within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in the following form:

**A Bank Guarantee in the prescribed OIL’s format valid for 90 days beyond delivery period and applicable warranty/guarantee period (if any).**

**The validity requirement of Performance Security is assuming despatch within stipulated delivery period and conformation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.**

**However, PBG will be applicable only if value of Purchase Order exceeds Rs. 10(Ten) lakhs.**

v) The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

vi) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii) All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (*e-commerce application*) 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 with Organisation’s Name” digital certificate, will be rejected.

viii) **Technical RFX Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFX Response folder, otherwise the offer will be rejected.**

ix) Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.

**x) A bid shall be rejected straightway if it does not conform to any one of the following clauses:**

**(a) Validity of bid shorter than the validity indicated in the Tender.**

**(b) In case the Party refuses to sign Integrity Pact.**

**(c) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.**

**XI) DELIVERY: WITHIN 15 (FIFTEEN) DAYS FROM THE RECEIPT OF FORMAL ORDER, AS AND WHEN REQUIRED BASIS.**

**NOTE: FOR CLAUSE NOS. C(iv) OF PBG**

**A) The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:**

**“The Bank Guarantee issuing Bank branch must ensure the following:**

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

**(i) MT 760 / MT 760 COV for issuance of Bank Guarantee**

**(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee**

**The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFS Code - ICIC0000213.**

**Branch Address: ICICI Bank Limited, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, PIN - 786602."**

**(B) Bidders can now also submit Bid Security/ Performance Security in the form of e-bank guarantee (e-BG) as per O.M. No. 1/4/2022 DATED 05.08.2022 from DoE Ministry of Finance,**

**Amendment in General Financial Rules (GFR), 2017 - Acceptance of electronic Bank Guarantee (e-BG).**

**2.0 BID EVALUATION CRITERIA (BEC)**

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 evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below. **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.**

**A) TECHNICAL:**

1.0 The bids will be evaluated strictly as per NIT specification, terms & conditions.

**B) COMMERCIAL:**

i) 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.

ii) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "priced bid".

iii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

iv) 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.

**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of the NIT.**

**GENERAL NOTES TO BIDDERS:**

1.0 For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos. = **0374-2807178/ 7171/ 7192/ 4903**. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in); [esupport@oilindia.in](mailto:esupport@oilindia.in)

2.0 OIL's office timings are as below-

	Time (in IST)
<b>Monday-Friday</b>	<b>07:00 AM to 11:00 AM, 12:30 PM to 03:30 PM</b>
<b>Saturday</b>	<b>07:00 AM to 11:00 AM</b>
<b>Sundays and Holidays</b>	<b>Closed</b>

Vendors should contact OIL officials at above timings only.

3.0 OIL Bank Details:

BANK DETAILS OF BENEFICIARY		
<b>A</b>	BANK NAME	ICICI BANK LTD.
<b>B</b>	BRANCH NAME	DULIAJAN
<b>C</b>	BRANCH ADDRESS	KUNJA BHAVAN, DAILY BAZAR, DULIAJAN, DIBRUGARH, ASSAM-786602
<b>D</b>	IFSC CODE	ICIC0000213
<b>E</b>	UNIQUE IDENTIFIER CODE (FIELD 7037)	OIL503988890
<b>F</b>	COMPANY NAME	OIL INDIA LIMITED

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details: (i) MT 760/MT 760 COV for issuance of bank guarantee. (ii) MT 760/MT 767 COV for amendment of bank guarantee. [Purchase Order Number should reflect in the SFMS text under MT 760/MT 760 COV] The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC CODE- ICIC0000213.

- 4.0 "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- 5.0 The prescribed Bid Forms for submission of bids are available in the Technical RFx-> External Area -> Tender Documents.
- 6.0 Bidder are advised to fill up the Technical bid check list (Annexure EEE) and Response sheet (Annexure FFF) given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the Technical Attachment. For details please refer "Vendor User Manual" / "NEW INSTRUCTIONS"
- 7.0 All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL's website ( [www.oil-india.com](http://www.oil-india.com) ) and in the e-portal ( <https://etenders.srm.oilindia.in/irj/portal> ) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

- 8.0 The tender is invited under SINGLE STAGE- TWO BID SYSTEM. The bidders are required to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic format in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.
- 8.1 **Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> Technical Attachment only. The “TECHNO-COMMERCIAL UNPRICED BID” shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Responses. Uploading price bid in technical bid folder shall lead to rejection of the bid.**
- 8.2 The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. For price upload area, please refer “NEW INSTRUCTIONS”. Please refer Annex-BB for price schedule.
- 8.3 **Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Annexure-CCC.**
- 9.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **CGM- Materials (HoD), Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.
- a) **Detailed Catalogue (if any)**
- b) **Any other document required to be submitted in original as per tender requirement**
- All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in Duplicate.
- 10.0 **Benefits to Micro & Small Enterprises (MSEs) as per OIL’s Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details.**
- 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 NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidder’s risk and may result in rejection of its offer without seeking any clarifications
- 12.0 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.
- 13.0 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 14.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or “General Terms & Conditions” as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.
- 15.0 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 the company, failing which the offer will be summarily rejected.
- 16.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 17.0 **PAYMENT TERM:** OIL’s standard payment terms are as listed under:

(i) Payment will generally be made against completed supply, including installation & commissioning (if included in Supplier's scope). Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.

**(ii) OIL will consider release of 100% payment within 21 days of receipt and acceptance of supply at destination/site as per purchase order against undisputed invoice, subject to adjustment towards applicable Liquidated Damages.**

In certain cases, Payment to the extent of maximum 90% of the value of supply will be released within 21 days of receipt of materials at destination/site as per purchase order against direct submission of undisputed invoice to OIL and the remaining 10% shall be released upon acceptance of goods after due adjustment towards applicable Liquidated Damages.

**The above payment terms supersede all the payment terms contained elsewhere in the tender document as well as “General Terms and Conditions for e-Procurement” (Document No. MM/LOCAL/E-01/2005). Bidders to note that no other payment terms, apart from the above listed payment terms, shall be accepted by OIL.**

- 18.0 **SET OFF:** 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 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).
- 19.0 **Bidders who do not have E-tender Login ID and Password should complete their online registration at least seven (07) 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://etenders.srm.oilindia.in/irj/portal>**
- 20.0 **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.**
- 21.0 While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria)**.
- 22.0 **Bidders should fill-up and submit along with their bid an UNDERTAKING towards authenticity of information/documents furnished by them, as per enclosed ANNEXURE-K**
- 23.0 **The applicable GST on the Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.**
- 24.0 **ONLINE VIEWING OF PRICE BY BIDDER:** For convenience of the qualified Bidders and to improve transparency, the rates/costs 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 form 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 tender.

- 25.0 **PBG UNDERTAKING FORM:** In the event of award of purchase order against this tender, the successful bidder **must comply with the stipulations** of the enclosed “**PBG UNDERTAKING FORM - ANNEXURE-M**” and **submit it duly filled-in along-with their PBG (Performance Bank Guarantee).**
- 26.0 **RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:** "It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021?PPD (1) dated 23rd February,2023(order? Public Procurement no.4) has proclaimed Requirement of registration under Rule 144(xi) of the General Financial Rules (GFRs), 2017.Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed Annexure-N of this tender. In this respect, the format of Undertaking to be submitted by the bidders is given vide **EXHIBIT-I, EXHIBIT-II & EXHIBIT-III** of this tender".
- 27.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
- 28.0 **OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES:**  
In case a Startup (defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:
1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
  2. Certificate of incorporation.
  3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

29.0 Categorisation 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-DL-E-16062021-227649 dated 16.06.2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE. The existing enterprises registered under EM-Part II or UAM till 30.06.2020 shall continue to be valid only for a period up to 31.12.2021.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

i. Udyam Registration Number with Udyam Registration Certificate.

OR

ii. Proof of Registration with District Industry Centers of Khadi and Village Industries Commission of Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration with any other body specified by Ministry of MSME.

*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.*

a) MSE Units (Manufacturers/Service Providers only and not their dealers/distributors) 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 shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman Entrepreneurs should also be enclosed.

The turnover related figures of the bidders claiming as MSE bidders as mentioned above shall be considered based on Bidders self-declarations to be submitted with their bid as per new gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020. However, in case of any intentional misrepresentations or attempts to suppress facts in the self-declaration, the bidder shall be liable to penalty as specified under section 27 of the Act.

For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

Bidder to Categorically confirm under which category they want to claim purchase preference i.e. under MSE or PP-LC policy.

### 30.0 TAX COLLECTIBLE AT SOURCE (TCS):

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- b. Total supply of goods to OIL in FY ..... (As applicable) exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

### **31.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

Banning Policy dated 6th January, 2017 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. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender: a) Backing out by bidder within bid validity. b) Backing out by successful bidder after issue of LOA/Order/Contract c) Non/poor performance and order/contract execution default. 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.

### **32.0 SETTLEMENT OF DISPUTES:**

#### **32.1 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):**

- 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:
- 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.
- 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.
- 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.

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

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

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

- a) 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) 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 OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) 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

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.

### **32.3 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.

### **32.4 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 maybe 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 Guwahati.
- 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.

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.

### 32.5 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.

Any claim which is less than Rs. 25 Lakh.

- 33.0 **INTEGRITY PACT:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure-DDD** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

OIL's Independent External Monitors at present are as under:

Dr. Tejendra Mohan Bhasin,  
Former Vigilance Commissioner, CVC  
E-mail: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)

SHRI RAM PHAL PAWAR,  
IPS (Retd.), Former Director, NCRB, MHA  
E-mail: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com); [ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)

SHRI AJIT MOHAN SHARAN,  
IAS (Retd.) Former Secretary, Ministry of Ayush, GoI  
Mob No.: 9810701876  
E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)

In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. 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 organisation may take further action as per the terms and conditions of the contract.

**DISCLAIMER:** Rates/Costs shown above are as calculated/quoted by the respective Bidder. Company does not assume any responsibility and shall not be liable for any calculation error or omissions. However, for placement of order/award of contract, Company shall evaluate the cost details to determine the inter-se-ranking of Bidders strictly as per their Price-Bids and Bid Evaluation Criteria of the Tender. OIL INDIA LTD accepts no liability of any nature resulting from mismatch of "Total Bid Value" & price submitted under "Notes & Attachment" by any bidder and no claim whatsoever shall be entertained thereof.

**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 **SDI6927P25/C2**.The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

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

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

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

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission

or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the

termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

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

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

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

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

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

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

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

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

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

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

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

**Section:9 -Pact Duration**

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

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

**Section:10 -Other provisions**

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

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

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

**Sd-**

**DIPANKAR PATHAK**

**MM (IP)**

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

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

Witness 1: .....

Witness 2: .....

Place: DULIAJAN

Date: 05.07.2024

COMMERCIAL CHECK LIST

A. The Commercial Check List must be completed and returned with your offer. Please ensure that all these points are covered in your offer. These will ensure that your offer is properly evaluated. Please select "yes" or "no" to the following questions, in the right-hand column.

Sl. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
1.0	Whether bid submitted under Single Stage Two Bid System?	
2.0	Whether quoted as manufacturer?	
2.1	Whether quoted as OM Dealer/Supply House.	
2.2	If quoted as OM Dealer/Supply House	
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether Purchase Preference claimed? If so, whether under -	
	(i) PPLC (Whether relevant documents uploaded?)	
	(ii) MSE (Whether relevant documents uploaded?)	
4.0	Whether offered firm prices?	
4.1	Whether quoted offer <b>validity of minimum 120 days</b> from the bid closing date of tender?	
4.2	Whether agreed to delivery period as per NIT, i.e., <b>“Within 15 (Fifteen) days from the receipt of formal order, As and when required basis”?</b>	
4.3	Whether agreed to the NIT Warranty clause?	
4.4	Whether confirmed acceptance of tender Payment Terms as per Tender?	
5.0	Whether confirmed to submit PBG as asked for in NIT?	
5.1	Whether agreed to submit PBG within 30 days of placement of order?	
6.0	Whether Price submitted as per Price Schedule?	
7.0	Whether quoted as per NIT (without any deviations)?	
7.0	Whether quoted any deviation?	
7.1	Whether deviation separately highlighted?	
8.1	Whether technical literature / catalogue enclosed?	
8.2	Whether weight & volume of items offered indicated?	
10.1	Road transportation charges up to Duliajan quoted?	
11.0	Whether all BRC/BEC clauses accepted?	
12.0	Whether Integrity Pact with digital signature uploaded?	
12.1	Whether all the clauses in the Integrity Pact have been accepted?	
13.0	Whether indicated 'Local Content' required as per PPLC Policy?	
14.0	Whether the Bidder has got the various documents required against BEC/BRC of the tender verified and certified by anyone of the Independent Inspection Agencies for Document verification and has submitted the duly certified documents alongwith the Inspection Certificate issued by the Inspection Agencies as part of their Technical Bids.	
15.0	Whether The Bidder has submitted the Undertaking from Independent Inspection Agencies for Document Verification as per (Proforma – 11) alongwith the Technical bid.	

**B. ADDITIONAL INFORMATION (To be filled up by bidder and submit along with Technical Bid):**

<b>Sl. No.</b>	<b>Requirement</b>	<b>Bidder's Reply</b>
1	Offer reference & Date	
2	Name, Address, Phone No & E-mail of Bidder	
3	Bank details of Bidder	
4	Name of Manufacturer	
5	Bid validity	
6	Payment Terms	
7	Guarantee/Warranty Terms	
8	Delivery Period	
9	Country of Origin	
10	Despatching Station	
11	Confirm submission Integrity pact, if required as per NIT	
12	Confirm acceptance of PBG clause, if required as per NIT	
13	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
14	Confirm submission of the balance sheet/Financial Statements for the financial year (as applicable). If not, whether declaration as per BRC submitted	
15	Confirm submission of undertaking towards authenticity of submitted documents.	
16	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents. ANNEXURE III of General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement submitted in this regard?	
17	Whether submitted all the applicable Annexures as per document General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement.	

Tender No: SDI6927P25/C2 Dated: 05.07.2024 for Firewood For Cremation Ground

## Price Bid Format

Item Number	Item Title	Item Quantity (A)	Unit of Measure	Unit Price (Rs.) (B)	(In	Total Price (Excl. of GST) (In Rs.) (C=AxB)	Total Price (Incl. of GST) (In Rs.)
10	FIREWOOD FOR CREMATION GROUND	1200	MT				
GRAND TOTAL							