



**OIL INDIA LIMITED**  
(A Government of India Enterprises)  
PO : Duliajan – 786602  
Assam (India)

TELEPHONE NO. (91-374) 2808792

FAX NO: (91-374) 2800533

Email: aayush\_somani@oilindia.in; erp\_mm@oilindia.in

**FORWARDING LETTER**

<b>Tender No.</b>	<b>: SSI1373P26/P6 DTD. 27.02.2026</b>
<b>Tender Fee</b>	<b>: NIL</b>
<b>Bid Security</b>	<b>: INR 1,07,620.00 with validity upto 45 days beyond the bid validity period mentioned in the tender when reckoned from the original Bid Closing Date.</b>
<b>Bidding Type</b>	<b>: SINGLE STAGE TWO BID SYSTEM</b>
<b>Bid Closing on</b>	<b>: 25.03.2026 (at 11:00 Hrs. IST)</b>
<b>Bid Opening on</b>	<b>: 25.03.2026 (at 14:00 Hrs. IST)</b>
<b>Tender Type</b>	<b>: Open Tender</b>
<b>Performance Security</b>	<b>: Applicable @ 5% of the Order Value (for order valuing INR 10.00 Lakhs &amp; above)</b>
<b>Integrity Pact</b>	<b>: Applicable</b>
<b>PPP-MII Policy</b>	<b>: Not Applicable</b>
<b>Document Verification Clause</b>	<b>: Not Applicable</b>

The complete bid documents and details for purchasing bid documents, participation in E-tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website [www.oil-india.com](http://www.oil-india.com).

**NOTE:** All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e- portal only. Bidders should regularly visit above website and e-portal to keep themselves updated.

OIL invites Bids for **supply of Hydrochloric Acid for a period of two (02) years on 'as & when required' basis** through its e-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents

The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and details uploaded under Technical RFx.

**This Tender has been floated for participation of Indigenous bidders only. Hence, only Indigenous bidders are eligible to participate against this tender.**

**The tender will be governed by:**

- a) 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/ 2807171/ 2807192/2804903**. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in); [esupport@oilindia.in](mailto:esupport@oilindia.in)

- b) OIL's office timings are as below:

	Time (in IST)
Monday – Friday	07.00 AM to 11.00 AM; 12.30 PM to 03.30 PM
Saturday	07.00 AM to 11.00 AM
Sunday and Holidays	Closed

Vendors should contact OIL officials at above timings only.

**OIL Bank Details :**

	Bank Details of Beneficiary	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Banker Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No.	9435554859
j	Contact Person Name	Mr. K.L.K.Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	<a href="mailto:sbi.02053@sbi.co.in">sbi.02053@sbi.co.in</a>

- c) "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- d) Technical specifications and Quantity as per **Annexure – I**.
- e) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- f) 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.
- g) 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).

- h) 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”

---

---

**Special Notes:**

**1.0 (I) Please note the following important points as under:**

- a) For participation, applicants already having User ID & Password for OIL’s E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL’s E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- b) Bidders who do not have 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>
- c) 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.
- d) Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL’s E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374-2807171/7192.
- e) Details of process for submission of Bid Security (EMD) [if applicable in the tender] through the online payment gateway are available in Vendor User Manual under EProcurement Portal. (Note: Important Points for on-line Payment can be viewed at Oil India's website at [url:http://oil-india.com/pdf/ETenderNotification.pdf](http://oil-india.com/pdf/ETenderNotification.pdf)).
- f) The link for OIL’s E-Procurement Portal is available on OIL’s web site ([www.oilindia.com](http://www.oilindia.com)).
- g) **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 16<sup>th</sup> June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISE.**

**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:**

**Udyam Registration Number with Udyam Registration Certificate.**

**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 Centres 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.**

- b) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturers of the tendered item(s) and registered with the appropriate authority for the said item(s).**

- (II) 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.

**NOTE: In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they must apply to concerned tender handling officer, Materials Department, Oil India Limited, P.O. Duliajan, Assam-786602 for waiver of EMD upto one week prior to the Bid closing date (or as amended in e-portal).**

- 2.0 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.
- 2.1 Please ensure that **Technical Bid / all technical related documents related to the tender are uploaded in the RFX Information > Technical Attachment only**. The **“TECHNO-COMMERCIAL UNPRICED BID”** shall contain all techno-commercial details **except the prices**. Uploading of the price bid in the technical bid area will straightaway lead to rejection of the offer.
- 2.2 The **“PRICE BID”** must contain the price schedule and the bidder’s commercial terms and conditions. **For price upload area, please refer “NEW INSTRUCTIONS”**
- 2.3 **Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Annexure-CCC.**
- 3.0 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 the **GM-Materials, 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) Original Bid Security if in the form of Bank Guarantee (please refer to EMD clause, if applicable against this tender, for more details).
  - c) 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.
- 4.0 **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.**
- 5.0 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 bidders’ risk and may result in rejection of its offer without seeking any clarifications.
- 6.0 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.

- 7.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 8.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.
- 9.0 **The Integrity Pact is applicable against this tender. Therefore, please submit the Integrity Pact document duly signed along with your quotation as per BRC. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure-XII 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 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.**

The name of the OIL's Independent External Monitors at present are as under:

**1. Dr. Ved Prakash, ITS (Retd.)**

Flat No. 902, Plot No. GH-26,  
Rainbow Apartments, Sector-43,  
Gurgaon-122009  
Mob No.-9810546996  
E-mail: [ved60prakash@gmail.com](mailto:ved60prakash@gmail.com)

**2. Shri Ajit Mohan Sharan, IAS (Retd.)**

Former Secretary, Ministry of Ayush  
Govt. of India  
Mobile No.: 9810701876  
Email ID: [ams057@gmail.com](mailto:ams057@gmail.com)

**3. Shri Ram Phal Pawar, IPS (Retd.),**

Former Director, NCRB, MHA  
Mobile No.: 8017017878  
E-mail ID's: rpawar61@hotmail.com, [ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)

- 10.0 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.
- 11.0 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.
- 12.0 Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer.

~~13.0 Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class I local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. Minimum % of local content required to qualify as class I Local supplier is 50% and Minimum % of local content required to qualify as class II Local supplier is 20%.~~

~~If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.~~

~~In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make in India) order 2017 dated 04.06.2020.~~

~~Only Class I and Class II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid.~~

~~Non-Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. Please refer to the Office Memorandum No. F.1/4/2021 PPD dated 18.05.2023 for compliance of concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.~~

14.0 Bidders are requested to refer to the enclosed **Annexure – BBB** for the Taxes and Duties clauses under GST regime.

15.0 While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria)**.

~~16.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:~~

~~(i) The suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.~~

~~(ii) Consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.~~

~~(iii) The name of OIL's current authorized transporters is M/s Western Carriers (India) Ltd. Bidder's are requested to note the above delivery/collection instructions while submitting their offers.~~

**17.0 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.**

**18.0 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.**

**19.0** **ONLINE VIEWING OF PRICE BY BIDERS:** 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 thee-tender.

**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.

**20.0** **Note regarding submission of Bid Security (EMD) / Performance Security (PBG) in the form of Bank Guarantee (BG):** EMD (if applicable) will have to be submitted by the bidders except for the bidders who are exempted as per the General Terms & Conditions of Oil India Limited (Ref. Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders) and this tender document. However, PBG @5% shall be APPLICABLE only for individual order valuing INR 10.00 Lakh & above in the event of award of Rate Contract.

In case a bidder / supplier wishes to transfer EMD amount / PBG amount online directly, then OIL's bank details (where online transfer of EMD / PBG amount is to be done) are as below-

**OIL's Bank account Details:-**

- (i) **Name:** Oil India Limited
- (ii) **Bank:** State Bank of India
- (iii) **Branch:** Duliajan
- (iv) **Account Number:** 10494832599
- (v) **Account Type:** Current
- (vi) **IFSC Code:** SBIN0002053

Upon transferring EMD amount / PBG amount online to OIL, vendor shall provide the transaction details to the dealing officer (email ID: aayush\_somani@oilindia.in) so that receipt of the same can verified in OIL's bank account. Please note that if EMD is paid online, then the bidder needs to either upload the relevant transaction document / proof of online submission while submitting their online bid or they can also email the transaction

document to the email ID mentioned above. If none of the above is found after opening of the bids, then the bid will be rejected.

Bidders to note that if EMD is submitted in original Bank Guarantee Form, then the same needs to be received by OIL within the bid closing date and time, otherwise the bid will be rejected. OIL's approved Bid Security Format (in the event EMD is desired to be furnished by Bank Guarantee Mode) is attached in the tender documents. Please note that EMD should be valid for 45 days beyond the bid validity period reckoned from the original Bid Closing Date.

In case PBG is desired to be submitted in original hard copy in the form of 'Bank Guarantee', then the same needs to be submitted as per the format approved by OIL and shall indicate the GeM Order No. and item description.

Bidder / Supplier is to note that the Bank Guarantee (either EMD or PBG; whichever is applicable) 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.

[Tender Number (in case of EMD) / Purchase Order Number (in case of PBG) 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, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under:

**Bank Details of Beneficiary:-**

**A) Bank Name:** ICICI BANK LTD.

**B) Branch Name:** DULIAJAN

**C) Branch Address:** KUNJA BHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602

**D) IFSC Code:** ICIC0000213

**E) Unique Identifier Code (Field 7037):** OIL503988890

**F) Company Name:** Oil India Limited

**G) Swift Code:** ICICINBBXXX

The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

**Additional Note: Submission of Performance Security in the form of Electronic Bank Guarantee (e-BG):**

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Bid Security/Performance Security, as applicable, in the form of Electronic bank Guarantee (e-BG) is also acceptable:

Sl. No.	Bank name	Sl. No.	Bank name
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab & Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	Will be intimated at the time of order placement.
5	Mobile No.	Will be intimated at the time of order placement.
6	Local Address	Duliaian, Dibrugarh, Assam-786602
7	Registered Address	Duliaian, Dibrugarh, Assam-786602

The Performance Security can be in the form of Insurance Surety Bonds or account payee Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/ Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (FDR) (account OIL INDIA LIMITED) or Bank Guarantee (including e-Bank Guarantee).

#### **21.0 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).**

#### **22.0 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.

- 23.0 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 (1H) 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 slating 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 ... 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 (if applicable) 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 (1H) of Income tax Act, 1961.

**24.0 Price Breakup:**

Bidders should submit the price breakup of all the items as per “**Annexure BB**” (i.e. Priced Bid Format) which has been uploaded under “Notes & Attachments” > “Attachments” as shown below. The price breakup “Annexure BB” should be filled up, signed and uploaded under “Notes & Attachments” > “Attachments” only. **The filled up price breakup of all the items should NOT be uploaded in Technical Attachment.**

- 25.0** No Bid Security /Earnest Money Deposit (EMD) is required to be submitted against this tender. Instead of EMD/Bid Security, all the bidders shall be required to sign a “Bid securing declaration” accepting that if they withdraw or modify their Bids during the

period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/Purchase order, they shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit “Bid Securing Declaration” as per enclosed PROFORMA-4 along with their Technical bids.

- 26.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:** Banning Policy dated 17.03.2023 (in line with the provisions of Office Memorandum No. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance) 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. Bidders are required to submit duly filled up and sealed cum signed Annexure-U (format attached in the tender) to this effect.

- 27.0** Bids are to be submitted online through OIL’s E-Procurement Portal with digital signature. To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organization’s Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable. Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

- 28.0** Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and

submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

**29.0 Registration of suppliers on Government e-Market place (GeM) under rule 150 of General Financial Rule (GFR 2017):**

a) In line with O.M. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, Government of India, it shall be mandatory for sellers providing Goods and Services to Oil India Limited to be registered on GeM and obtain a unique seller ID, at the time of placement of order/acceptance of contract. This ID shall invariably be incorporated in every supply order/contract/agreement/ purchase order while awarding any contract / order for procurement by Oil India Limited governed by the GFRs 2017. In this regard, the bidder/seller providing goods and services to Oil India Limited has to mandatorily register on Government E-Marketplace (GeM) [Website: [www.gem.gov.in](http://www.gem.gov.in)] and obtain a unique GeM seller ID.

b) Kindly indicate the GeM seller ID in their offer/bid/proposal to facilitate to comply with the aforementioned Office Memorandum.

**30.0** Oil India Limited (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following documents available on the login Page of the OIL's E-tender Portal before uploading their bid.

- a) Guidelines to Bidders for participating in OIL.
- b) New Vendor Manual

**31.0** Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/ specifications of all major components, systems with Make & Model; etc. Generalised response like - 'As per NIT Specifications/ Technical Leaflet', 'Noted', 'and Accepted' or in any similar fashion is not acceptable.

**32.0 Queries Submission Timeline clause-** All prospective bidders are hereby instructed to submit any queries or requests for clarification related to this tender within a period of five (5) calendar days from the date of publishing of this tender document. Any queries received after the stipulated deadline will not be entertained or responded to by OIL.

Queries must be submitted in writing via email to [aayush\\_somani@oilindia.in](mailto:aayush_somani@oilindia.in). Please ensure that the subject line of your email clearly states 'Tender Query - [Tender No. & Name]'.

**33.0 Avoidance of Extension for Bid Submission clause-** Bidders are earnestly advised to ensure that their bid submissions are prepared and submitted in accordance with the deadlines specified in this tender document. OIL has taken all necessary steps to establish reasonable timelines for the submission of bids to allow ample time for thorough preparation.

As a matter of policy, OIL will only consider granting an extension of the bid submission due date as a onetime exception in situations deemed unavoidable. Such extensions will be granted solely at the discretion of OIL and only in response to a written request from the bidder (mail to [aayush\\_somani@oilindia.in](mailto:aayush_somani@oilindia.in)), submitted in accordance with the procedures outlined in this tender document.

It is hereby emphasized that OIL will not entertain or consider any requests for an extension of the bid submission due date, except in cases where OIL deems such extension unavoidable and the bidder submits a formal written request, detailing the compelling circumstances necessitating the extension. Bidders are therefore strongly advised to

refrain from seeking an extension of the bid submission due date unless absolutely necessary due to unforeseen and unavoidable circumstances.

By participating in this tender process, all bidders acknowledge and accept the terms and conditions outlined in this Avoidance of Bid Submission Due Date Extensions clause.

**34.0** Bidders are required to give an undertaking as per enclosed Annexure-MMM in their bid that they are not under liquidation, court receivership or similar proceedings and are not bankrupt. Also, please refer to Annexure-II for Dispute Settlement Clause.

**35.0 DELIVERY TIMING:** Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below)

a) Monday to Friday: Slot-1: 08.00 AM to 10.00 AM  
Slot-2: 12.30 PM to 02.00 PM

b) Saturday: 08.00 AM to 10.00 AM

**Note: No delivery shall be made on Sunday / National Holidays.**

**In addition to above timing, please also refer to the delivery requirement as mentioned in the technical specification sheet (Annexure-I) for this tender.**

**36.0** Owing to operational requirements, OIL may request the supplier to prepone delivery of items. The request for such preponement of delivery shall be made in writing by OIL and the supplier shall be obligated for arranging delivery of the materials within the minimum possible period. However, no additional charges shall be payable for such preponement of delivery.

**37.0 UNLOADING:** For supply of Goods contract, no additional charges such as local levies / transportation / loading / unloading charges etc., shall be payable over and above the contract price.

However, the terms & conditions for the following items are to be noted by the suppliers:

**(a) Tubulars, including line pipes:** OIL SHALL PROVIDE CRANE FOR UNLOADING OF TUBULARS & LINE PIPES ONLY. Supplier shall depute adequate crew, who has experience of unloading of tubulars, at Consignee Location with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. THE ONLY RESPONSIBILITY OF THE CREW TO BE DEPUTED BY THE SUPPLIER SHALL BE TO FASTEN/FIX CRANE'S HOOK SLING TO BUNDLES ON THE LOADED VEHICLE. Once the hook sling is securely fastened complying to the safety instructions, OIL's Crane shall lift and unload tubulars from the vehicle. Following points are to be noted and complied in this connection:

(i) Supplier to ensure that height of the loaded tubular is below the cabin height of the vehicle for safe off-loading.

(ii) Supplier to ensure that tubular bundles are securely fastened by very strong material to withstand the rigors of road transportation and capable of lifting by Crane. In the case tubular bundles are found loosened and/or tubulars found completely resting on the side support/bales of vehicle in way that it may free fall upon unshackling, OIL will not unload such vehicle due to safety reasons.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling tubulars.

**(b) Transportation through Railways only of Barytes, Bentonite & API Class-G (Oil well) Cement:** Unloading & stacking at OIL's godowns shall be carried out by OIL's designated service provider without any charge to the supplier and under the supervision of supplier's personnel. However, in case the order for such items is to be delivered at a location other than OIL's godowns or the transportation is through mode other than railways, unloading & stacking shall be done by the supplier themselves.

**38.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:**

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.

(i) 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.

(ii) 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 Seller's 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.

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.

(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).

**39.0 Fall Clause:** Fall Clause shall be APPLICABLE as under:

(i) The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/organizations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be

during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

(ii) The above stipulation shall, however, not apply to:

- (a) Exports by the contractor
- (b) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
- (c) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates.

(iii) The Supplier / Contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract:

"We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organization including any Ministry/Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill / the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-"

Bidder should submit duly sealed & signed cum filled Annexure-AA (Undertaking for Fall Clause) along with their offer in this regard.

**40.0 Force Majeure:** In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the purchase order the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, pandemics, rebellion, terrorism, sabotage by persons other than the SELLER's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by SELLER's fault; declared epidemic/pandemic or disaster; acts and regulations of respective Govt. of the two parties, namely the PURCHASER and the SELLER and civil commotions, lockout not attributable to the SELLER

Upon occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party by a registered letter duly certified by the statutory authorities immediately but not later than seven (7) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts. The extension of time shall be the sole remedy of the Seller for any delay under this clause and the Seller shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Seller hereby waives and disclaims any and all contrary rights.

If the force majeure conditions persist for a period exceeding two (2) months, the Purchaser reserves the right to cancel the purchase order in full or in part.

**41.0 PAYMENT TERMS:** 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) 100% payment will be released 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, OIL will consider release of payment to the extent of maximum 90% of the value of supply 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.

(iii) Wherever installation and commissioning etc. are to the scope of Supplier, maximum 80% of the cost of materials shall be payable within 21 days of receipt of completeness of all the goods at destination/site as per purchase order against undisputed invoice and the remaining payment shall be released after successful commissioning.

The above payment terms supersede all the payment terms contained elsewhere in the tender document as well as "General Terms and Conditions" (Document No. MM/TENDER/LP/01/06). Bidders to note that no other payment terms, apart from the above listed payment terms, shall be accepted by OIL.

**42.0 Note regarding Purchase Preference for MSEs (L1 + 15% Band):**

**(a) Preference Sequence for Price Matching:** In the event that the lowest (L1) bidder is a non-MSE, MSEs whose quoted price falls within 15% of the L1 price shall be invited to match the L1 price, in the following order of preference:

1. SC/ST Women-owned MSEs
2. SC/ST owned MSEs
3. Women-owned MSEs
4. Other MSEs

**(b) Full Order Award to MSE L1 Bidder:** If an MSE bidder, irrespective of social category or gender, qualifies as the L1 bidder, 100% of the order quantity shall be awarded to that MSE.

**Note:** The MSE Purchase Preference Policy will apply to the manufacturers of the offered items only. This policy shall not apply to entities participating as Traders, Distributors, Sole Agents, or Works Contractors.

Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for the above two points and also please refer "**New Vendor Manual (effective 01.03.2019)**" available in the login Page of the OIL's E-tender Portal.

**Oil India Limited e-Procurement**

User ID \*

Password \*

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

**Important Note for New Portal Users:**

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual &

All rights reserved. [Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

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

**Yours Faithfully**

**Sd-  
(AAYUSH SOMANI)  
SENIOR MANAGER MATERIALS (IP)  
FOR CGM-MATERIALS (HoD)  
FOR RESIDENT CHIEF EXECUTIVE**

**OIL INDIA LIMITED**  
**DULIAJAN**

**ANNEXURE-I**

**Tender No. & Date:** SSI1373P26/P6 dated 27.02.2026

**Bid Security Amount:** INR 1,07,620.00

**Bidding Type:** Single Stage Two Bid System

**Bid Closing On:** 25.03.2026 at 11:00 Hrs. IST

**Bid Opening On:** 25.03.2026 at 14:00 Hrs. IST

**Performance Guarantee:** Applicable

OIL INDIA LIMITED invites Open tenders for items detailed below:

<b>Item No. / Mat. Code</b>	<b>Material Description</b>	<b>Quantity</b>	<b>Unit of Measurement (UoM)</b>
10 / 85054514	Hydrochloric Acid, Commercial HCl content (a) Percentage by weight: 29%(Min.) (b) Specific Gravity: 1.145 - 1.150 (c) Conforming to: (i) IS:265-1976 (ii) IS:265-1993 (iii) IS: 6164-1971	1,60,000	Litres

## **IMPORTANT NOTES AGAINST TENDER NO. SSI1373P26/P6 DATED 27.02.2026**

### **Standard Notes:**

**1.0** Validity of the bid must be minimum 120 days from the Bid Closing Date. Offer with inadequate validity will be rejected.

**2.0** Please refer to the Tender Forwarding Letter / Cover Letter for important clauses liked MSE Purchase Preference Clause, Fall Clause, OIL's Banning Policy, Applicability of Bid Security / Earnest Money Deposit (its value and validity), Performance Security (PBG), Integrity Pact, Land Border Sharing Clause, Trade Receivables Discounting System (TReDS), Tax Collectible at Source (TCS), Banning Policy of OIL etc.

**3.0** 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.

**4.0** 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.

**6.0** Price should be maintained in the "online price schedule" only. The price submitted other than the "online price schedule" shall not be considered.

**7.0** 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.

**8.0** The bids will be evaluated strictly as per NIT specifications, terms & conditions.

**9.0** Request for placement of purchase order to an entity, other than the bidder, shall not be considered.

**10.0 Financial Criteria Exemption for MSE Manufacturers:** Micro and Small Enterprises (MSEs) participating as manufacturers of the quoted product shall be exempted from meeting the financial criteria specified in this tender.

### **Note:**

**1.** This exemption shall not apply to entities participating as Traders, Distributors, Sole Agents, or Works Contractors.

**2.** Bidders claiming exemption under this clause must submit valid supporting documents along with their bid to establish their status as MSE manufacturers.

### **Special Notes:**

**1.0** This tender has been floated for the purpose of **direct delivery of Hydrochloric Acid to OIL's designated tanker** on "**as & when required**" basis (**through supplier's own arrangement**) for a period of **two (02) years**. **Price of the item shall remain firm throughout the execution of Purchase Order in this two (02) year period.** Request for escalation in rates / prices shall not be entertained during this said period. However, supplier shall pass on all the benefits to OIL in the event of reduction in cost of materials.

**2.0** The delivery of Hydrochloric Acid is to be made directly to OIL's designated tanker on "**as & when required**" basis (through supplier's own arrangement) for a period of two (02) years, starting from the date of placement of order.

**IMPORTANT NOTES AGAINST TENDER NO. SSI1373P26/P6 DATED 27.02.2026**

**3.0** Individual supply notice shall be issued on "as & when required" basis. ***Quantity against each supply lot will be in the range of 3 KL (minimum) to 5 KL (maximum)***. For knowing actual quantity of acid to be delivered and other delivery related information, the supplier shall contact the concerned officials of Chemical Department, whose contact details shall be provided in the individual supply notice. Furthermore, the acid quantity to be supplied to OIL in a particular consignment should be clearly mentioned in the respective invoice generated in the name of OIL. Bidder is required to categorically confirm their compliance to this requirement.

**4.0** Considering the urgent nature of requirement in OIL's operations, delivery of the acid is to be made upon receipt of individual supply notice within 72 (seventy-two) hours excluding Sundays and Public Holidays. In case of an emergency situation, the supplier may be required to deliver the items within 48 (forty-eight) hours. Bidder is required to categorically confirm their compliance to this requirement.

**5.0** Bidder is to note that OIL does not have storage facility to keep hydrochloric acid. Further, it is also a safety hazard for handling and carrying hydrochloric acid in drums. Presently for safe operational practice, OIL uses special type of acid tanker with pump for transportation of hydrochloric acid to various well sites during acidization jobs.

**6.0** To ensure timely delivery of acid as per OIL's requirement, the bidder should have an acid storage facility of capacity 15-20 KL near /Dibrugarh/Tinsukia district at his/her own cost & responsibility. During technical scrutiny, the acid storage facility shall be subject to physical inspection. If the same is not found satisfactory or does not conform to the required specifications, the bid shall be rejected. The address of the acid storage facility should be clearly mentioned in the undertaking.

**7.0** The bidder must ensure the following:

- (a)** The acid storage facility should be in the name of the successful bidder or its authorised dealer. In case of authorised dealer, authorization certificate must be submitted by the bidder to OIL along with the bid.
- (b)** The acid storage facility should be within a radius of 50 KM from Duliajan.
- (c)** The bidder or its authorised dealer must maintain the acid storage facility for the entire duration of the order for acid supply at their own cost & responsibility.

**8.0** Bidder is requested to categorically confirm their compliance to Clause No. 6 of Special Notes while submitting his/her bid.

**9.0** The order to the successful bidder shall be cancelled immediately followed with necessary action as per OIL's banning policy if any non-compliance is observed against Clause No. 6 during inspection.

**10.0** Supply of Hydrochloric Acid is to be made on F.O.R. Duliajan basis.

**11.0** OIL's designated tanker shall be at OIL installation in Duliajan for taking delivery of the acid.

**12.0** The supplier acid tanker must have a delivery pump for delivery of the acid to OIL acid tanker.

**13.0** The supplier acid tanker must have a sampling point for collection of acid sample for laboratory testing.

**IMPORTANT NOTES AGAINST TENDER NO. SSI1373P26/P6 DATED 27.02.2026**

**14.0** The supplier shall depute a representative at Duliajan at his/her own cost for liaising regarding acid delivery, processing of gate pass for supplier acid tanker and any other immediate operational communication. The supplier's representative shall collect one acid sample from their acid tanker in an acid-resistant sampler bottle and submit to Chemical Department, Oil India Limited, Duliajan to ascertain its acceptability prior to delivery to OIL's acid tanker. Considering the highly hazardous nature of the acid, the supplier must engage 01 (one) competent person as his/her representative for collection of acid sample and delivery of the acid to OIL tanker following Standard Operating Procedure (SOP), to ensure safe handling of acid and to prevent any acid spillage.

**16.0** Necessary PPE for acid handling must be provided by the supplier to his/her representative during delivery of the acid.

**17.0** Any delay in testing by OIL shall not be counted in the 48 (forty-eight) hours delivery period as mentioned above.

**18.0 Warranty:** Twelve (12) months from the date of despatch/shipment.

**19.0 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)** 100% payment will be released 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, OIL will consider release of payment to the extent of maximum 90% of the value of supply 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.

**(iii)** Wherever installation and commissioning etc. are to the scope of Supplier, maximum 80% of the cost of materials shall be payable within 21 days of receipt & verification of completeness of all the goods at destination/site as per purchase order against undisputed invoice and the remaining payment shall be released after successful commissioning.

The above payment terms supersede all the payment terms contained elsewhere in the tender document as well as "General Terms and Conditions" (Document No. MM/TENDER/LP/01/06).

Bidders to note that no other payment terms, apart from the above listed payment terms, shall be accepted by OIL.

**20.0** Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

**21.0 Manufacturer Authorization:** Wherever bidders other than the manufacturers are submitting the offer, bidders are to ensure in their offer, submission of the Authorisation Certificate from the OEM with OEM details such as name, designation, address, e-mail Id and Phone No.

TENDER NO.: SSI0418P26/C6 DTD. 14.10.2025

**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.

Sl. No.	Criteria	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
1.0	<p><b>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>(a) Bidder should have experience of successfully executing at least 1 (one) similar order of value not less than <b>INR 26.90 Lakhs</b> in the preceding 5 (five) years reckoned from the original bid closing date.</p> <p>Similar Order means <b>'Supply of Hydrochloric Acid'</b>.</p> <p><b>Note:</b> Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Order / Contract along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders, such as –</p> <p>(i) Satisfactory Inspection Report <b>(OR)</b>  (ii) Satisfactory Supply Completion / Installation Report <b>(OR)</b>  (iii) Consignee Receipted Delivery Challans <b>(OR)</b>  (iv) Tax Invoices issued under relevant rules of GST &amp; copy of the e-way bill <b>(OR)</b></p>	

**TENDER NO.: SSI0418P26/C6 DTD. 14.10.2025**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)</b>
	<p>(v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p> <p><b>Note:</b></p> <p>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.</p> <p>b) Satisfactory supply / completion / installation report (if submitted) should be issued on client's official letterhead with signature and stamp.</p> <p>c) Original Bid Closing Date of the tender shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original Bid Closing Date.</p> <p>d) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p><b>B) FINANCIAL:</b></p> <p><b>(a) ANNUAL FINANCIAL TURNOVER:</b> The bidder must have annual Financial Turnover from Operations of minimum <b>INR 26.90 Lakhs (Rupees Twenty-Six Lakh Ninety Thousand only)</b> 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><i>[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).]</i></p> <p><b>(b) NET WORTH:</b> The Net Worth of the bidder must be positive for the accounting year preceding the original bid closing date.</p>	

**TENDER NO.: SSI0418P26/C6 DTD. 14.10.2025**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)</b>
	<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><b>Note -For (a) &amp; (b):</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 certifying that <b>"As on the Original Bid Closing Date, the balance sheet/Financial Statements for the financial year ..... has not been audited"</b> (Ref. attached PROFORMA-1).</p> <p><b>Notes(s):</b></p> <p><b>a)</b> For proof of Annual Turnover &amp; Net worth any one of the following documents must be submitted along with the technical bid:-</p> <p><b>(i)</b> A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover &amp; Net worth as per format prescribed in <b>(PROFORMA-2)</b>. (copy of PROFORMA attached).</p> <p style="text-align: center;"><b>OR</b></p> <p><b>(ii)</b> Financial Statements (Balance Sheet &amp; Profit &amp; Loss account <b>along with all the</b></p>	

**TENDER NO.: SSI0418P26/C6 DTD. 14.10.2025**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)</b>
	<p><b>schedules/notes forming part of the Balance sheet &amp; Profit and Loss Account</b> audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.</p> <p><b>(a)</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.</p> <p><b>(b)</b> 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><b>(i)</b> Turnover of the parent/ ultimate parent/ holding company should be in line with requirement.</p> <p><b>(ii)</b> Net Worth of the parent/ultimate parent/ holding company should be positive in line with the requirement.</p>	

**TENDER NO.: SSI0418P26/C6 DTD. 14.10.2025**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)</b>
	<p>(iii) Corporate Guarantee (as per <b>PROFORMA-3</b>) 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> <p><b>C) COMMERCIAL:</b></p> <p>(a) Bids are invited under “<b>Single Stage Two Bid System</b>”. Bidders have to submit both the “<b>Techno-commercial Unpriced Bids</b>” and “<b>Priced Bids</b>” 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> <p>(b) The prices / rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected.</p> <p>(c) Bids received in physical form shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date &amp; time shall not be entertained.</p> <p>(d) Bids containing incorrect / false / misleading statement(s) shall be rejected and action shall be taken as per OIL’s banning policy.</p>	

**TENDER NO.: SSI0418P26/C6 DTD. 14.10.2025**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)</b>
	<p><b>(e)</b> Validity of the bid shall be as indicated in the tender. Bids with lesser validity shall be straightway rejected.</p> <p><b>(f)</b> Bid must be uploaded together with the Integrity Pact (if applicable against the tender) and the same must be duly signed &amp; stamped. If any bidder refuses to sign Integrity Pact or decline to submit Integrity Pact, their bid shall be rejected straightway.</p> <p><b>(g)</b> Bidders shall comply with the following clauses as given in the Bid document, failing which bid shall be liable for rejection:</p> <p><b>i)</b> Liquidated Damages  <b>ii)</b> Warranty / Guarantee of material  <b>iii)</b> Arbitration / Resolution of Dispute  <b>iv)</b> Force Majeure  <b>v)</b> Applicable Laws  <b>vi)</b> Bid Security / Performance Security</p> <p><b>(h)</b> A bid shall be rejected straightway if it does not conform to any one of the following clauses:</p> <p><b>a)</b> Validity of bid shorter than the validity indicated in the Tender.  <b>b)</b> Original Bid Security not received within the stipulated date &amp; time mentioned in the Tender.  <b>c)</b> Bid Security with <b>(i)</b> validity shorter than the validity indicated in Tender and/or <b>(ii)</b> Bid Security amount lesser than the amount indicated in the Tender.</p> <p><b>(i)</b> The bidder shall submit an undertaking / declaration as per the PROFORMA - H confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company</p>	

**TENDER NO.: SSI0418P26/C6 DTD. 14.10.2025**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)</b>
	<p>conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.</p> <p>(j) 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. Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. <b><u>However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.</u></b></p> <p>(k) 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.</p> <p>(l) Price should be maintained in the "online price schedule" only. The price submitted other than the "online price schedule" shall not be considered.</p>	
<b>2.0</b>	<p><b>BID EVALUATION CRITERIA (BEC):</b></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 evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below. The</p>	

**TENDER NO.: SSIO418P26/C6 DTD. 14.10.2025**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)</b>
	<p>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> <p><b>A) TECHNICAL:</b></p> <p>1. The manufactured product should be strictly as per OIL's tender specifications.</p> <p>2. Bids shall be evaluated strictly as per NIT specifications, terms and conditions.</p> <p><b>B) COMMERCIAL:</b></p> <p><b>i)</b> 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>ii)</b> 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".</p> <p>iii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p><b>iv)</b> 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>	

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **SSI1373P26/P6**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

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

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

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

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

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

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

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

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

PC/ IPC Act;

- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

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

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

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

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

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

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

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

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

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

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

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

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

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

..... <b>For the Principal</b> [AAYUSH SOMANI]  Date : 27.02.2026  Place : DULIAJAN	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
---	---