



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

TELEPHONE NO: (91-374) 2808735

FAX NO: (91-374) 2800533

Email: partho.nath@oilindia.in; erp\_mm@oilindia.in

**FORWARDING LETTER**

Tender No. : SSI9719P26/C1 dated 18.07.2025.

Tender Fee : NIL

Bid Security & Validity : ₹ 1,74,000.00 (Valid till 25.01.2026)

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Bid Closing on : 13.08.2025 (11.00 HRS IST)

Bid Opening on : 13.08.2025 (14.00 HRS IST)

Tender Type : Open Tender (Single Stage Two Bid Tender)

Performance Security : Applicable @ 5% of Rate Contract Value.  
To be submitted within 30 days after receipt of duly signed Rate Contract  
Validity: 41 months from receipt of duly signed Rate Contract

Integrity Pact : Applicable.

Concessional GST : Not Applicable

MSE Purchase Preference : Applicable.

MII Purchase Preference : Not Applicable

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 <https://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 **FOR AWARD OF RATE CONTRACT FOR 02 (TWO) YEARS FOR SUPPLY OF BEARINGS** 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. Consortiums/Joint venture entities are not 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/ 7171/ 7192/ 4903 , 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.

c) OIL Bank Details:

Bank Details of Beneficiary		
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	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, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

d) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

e) Technical specifications and Quantity as per **Annexure – I**.

f) The prescribed Bid Forms for submission of bids are available in the Technical RFX -> External Area -> Tender Documents.

g) 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.

- h) 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).
- i) 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 Note:**

#### **1.0**

- a) 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>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) 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 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender should submit Udyam Registration Number with Udyam Registration Certificate for availing the benefit applicable to MSEs.

- d) **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product. If L-1 is not an MSE and MSE Seller(s) has/have quoted price within L-1+15% of margin of purchase preference/price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and purchase order will be awarded for **100% of total QUANTITY**.
- e) 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.

- 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. 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
- 3.0** **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. Please note that no price details should be uploaded in Technical RfX Response, or else the offer will be straightaway rejected.**

**For price upload area, please refer “NEW INSTRUCTIONS”.**

- 3.1** 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 **GM 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 triplicate.

- 4.0** 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.
- 5.0** 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.
- 6.0** Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 7.0** To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses in the tender and such clarifications in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 8.0** 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.

- 9.0 Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.
- 10.0 Bidders are requested to refer to the enclosed **Annexure – BBB** for the Taxes and Duties clauses under GST regime.
- 11.0 **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.
- 12.0 Bidders should fill-up and submit alongwith their bid an **UNDERTAKING** towards **authenticity of information/documents** furnished by them, as per enclosed **ANNEXURE-K**.
- 13.0 **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.

The names of the OIL’s Independent External Monitors at present are as under:

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

(b) Shri Ram Phal Pawar, IPS (Retd.),  
Former Director, NCRB, MHA  
Mobile No.: 8017017878  
E-mail id : rpawar61@hotmail.com / ramphal.pawar@ips.gov.in

(c) Shri Ajit Mohan Sharan, IAS (Retd.)  
Former Secretary,  
Ministry of Ayush,  
Govt. of India  
Mob No.: 9810701876  
E-mail: ams057@gmail.com

- 14.0 **Online Viewing of price by bidders:** 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.

**15.0 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).**

**16.0 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 GeM Bid. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed Annexure-N of this GeM Bid. 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.**

**17.0 Tax Collected 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 (1 H) 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 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 (1 H) of Income tax Act, 1961.

**The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1 H) of Income tax Act, 1961.**

**18.0 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 Sellers submission, posting or display, participation, in any manner, on the TreDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) 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.

**Notes:**

(a) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).

(b) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

**19.0 Bidder's Financial Standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect along with their offer.

**20.0 Applicability of Banning Policy of Oil India Limited:** Revised Banning Policy dated 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India 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.

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.

**21.0 SET-OFF:** Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

**21.0 SETTLEMENT OF DISPUTES:**

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

**(21.1.1)** 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:

**(21.1.2)** 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.

**(21.1.3)** 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.

**(21.1.4)** The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
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.

**(21.1.5)** 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.

**(21.1.6)** 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.

(21.1.7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendentite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

(21.1.9) 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

(iii) 60% of the fees if the hearing has commenced.

(iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

(21.1.10) 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.

(21.1.11) 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.

(21.1.12) 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.

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

(21.1.14) 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.

## **21.2 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.

c) 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.

### **21.3 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.

### **21.4 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 may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of

the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

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

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

i) The OEC proceedings must be completed within a period of 3(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.

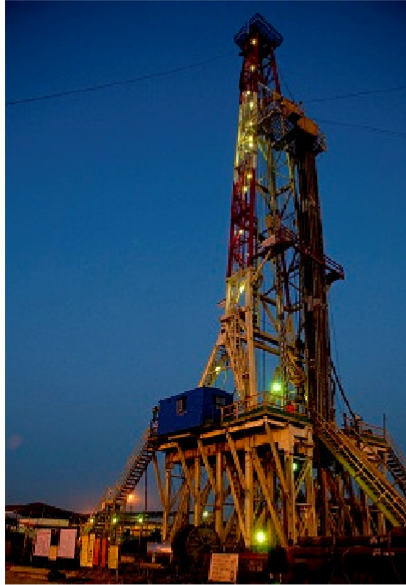
j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

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.

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

**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.*

Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for points 14.0 and 15.0 and also please refer "**New Vendor Manual (effective 01.03.2019)**" available in the login Page of the OIL's E-tender Portal.



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

**Yours Faithfully,**

**-Sd-  
(Partho Nath)  
Manager Materials (IP)  
For GM-Materials (HoD)  
For Resident Chief Executive**

**ANNEXURE-I****Tender No. : SSI9719P26/C1****Tender Date : 18.07.2025**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>200</b> 80061005	BALL AND ROLLER BEARINGS Single Row Cylindrical Roller Bearing, Type : NU 322M (SKF designation), Size : 110 mm (ID) x 240 mm (OD) x 50 mm (Width), Clearance : Normal, Make : SKF/FAG/NTN	6	NO
<b>220</b> 80062050	CYLINDRICAL ROLLER BEARING, BEARING NO.NU 309. MANUFACTURER : FAG/SKF/TIMKEN/NTN	60	NO
<b>320</b> 80360740	ANGULAR BALL BEARING, BEARING NO. 3309. MANUFACTURER: FAG/SKF/TIMKEN	19	NO
<b>490</b> 80344550	Ball Bearing No. 6319 C3 ( As per SKF designation) Size: 95mm(ID)x 200mm(OD)x 45mm(W) Make: SKF/FAG/NTN/TIMKEN	10	NO
<b>10</b> 80017854	BEARING, BALL, JOURNAL, SINGLE ROW, `000' FIT, LIGHT SERIES, INCH SIZES, TO B.S. 292-1958, TABLE 25, BRL SERIES. <b>Maker's Designation :-</b> SKF - RLS7 or Equivalent <b>Dimensions :</b> I/Dia. - 7.8", O/Dia. - 2", Width - 9/16"	33	NO
<b>20</b> 80049604	BEARING, BALL, JOURNAL, SINGLE ROW, `00' FIT, LIGHT SERIES, METRIC SIZES, TO B.S. 292-1958, TABLE 17, BRL SERIES. <b>Maker's Designation :-</b> SKF - 6205 or Equivalent <b>Dimensions :-</b> I/Dia - 25 mm, O/Dia - 52 mm, Width - 15 mm	158	NO
<b>450</b> 80049901	<b>Maker's Designation :-</b> SKF - 6208 <b>Dimensions :-</b> I/Dia - 40 mm, O/Dia - 80 mm, Width - 18 mm.	20	NO
<b>30</b> 80050302	BEARING, BALL, JOURNAL, SINGLE ROW, `00' FIT, LIGHT SERIES, METRIC SIZES, TO B.S. 292-1958, TABLE 17, BRL SERIES. <b>Maker's Designation :-</b> SKF - 6212, FAG - 6212 <b>Dimensions :-</b> I/Dia- 60 mm, O/Dia - 110 mm, Width - 22 mm	10	NO
<b>460</b>	<b>Maker's Designation :-</b>	20	NO

**ANNEXURE-I**

Tender No. : SSI9719P26/C1

Tender Date : 18.07.2025

Item No./ Mat. Code	Material Description	Quantity	UOM
80050803	SKF - 6217 <b>Dimensions</b> :- I/Dia - 85 mm, O/Dia - 150 mm, Width - 28 mm		
<b>40</b> 80055822	BEARING, BALL, JOURNAL, SINGLE ROW '00' FIT, ONE SIDE SHIELDED, LIGHT SERIES, METRIC SIZES. Maker's Designation :- SKF - 6202 Z Dimensions :- I/Dia 15 mm, O/Dia 35 mm, Width 11 mm.	326	NO
<b>470</b> 80055855	Maker's Designation : SKF - 6205 Z Dimensions : I/Dia 25mm, O/Dia 52 mm, Width 15 mm	41	NO
<b>480</b> 80055877	<b>Maker's Designation</b> : SKF - 6207Z <b>Dimensions</b> : I/Dia - 35 mm O/Dia - 72 mm Width - 17 mm	2	NO
<b>50</b> 80056211	BEARING, BALL, JOURNAL, SINGLE ROW, '00' FIT BOTH SIDE SHIELDED, LIGHT SERIES, METRIC SIZES. <b>Maker's Designation</b> :- SKF - 6201 ZZ <b>Dimensions</b> :- I/Dia - 12 mm, O/Dia - 32 mm, Width - 10 mm	80	NO
<b>60</b> 80056233	<b>Maker's Designation</b> :- SKF - 6203 ZZ <b>Dimensions</b> :- I/Dia - 17 mm, O/Dia - 40 mm, Width - 12 mm	100	NO
<b>70</b> 80056244	Maker's Designation :- SKF - 6204 ZZ Dimensions :- I/Dia - 20 mm, O/Dia - 47 mm, Width - 14 mm	50	NO
<b>80</b> 80056255	Maker's Designation :- SKF - 6205 ZZ or equivalent Dimensions :- I/Dia - 25 mm, O/Dia - 52 mm, Width - 15 mm	159	NO
<b>90</b> 80056266	Maker's Designation :- SKF - 6206ZZ Dimensions :- I/Dia-30 mm, O/Dia - 62 mm, Width - 16 mm	100	NO
<b>100</b> 80056288	<b>Maker's Designation</b> :- SKF - 6208ZZ Dimensions :- I/Dia -40 mm, O/Dia - 80 mm, Width - 18 mm	60	NO

**ANNEXURE-I****Tender No. : SSI9719P26/C1****Tender Date : 18.07.2025**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>110</b> 80056324	Maker's Designation :- SKF - 6212ZZ Dimensions :- I/Dia - 60 mm, O/Dia - 110 mm, Width - 22 mm	27	NO
<b>120</b> 80059803	BEARING, BALL, JOURNAL, SINGLE ROW `00' FIT,MEDIUM SERIES, METRIC SIZES TO B.S. 292-1958, TABLE 18, BRM SERIES. <b>Maker's Designation :-</b> SKF - 6307 Dimensions :- I/Dia - 35 mm, O/Dia - 80 mm, Width - 21 mm	29	NO
<b>130</b> 80060009	BEARING, BALL, JOURNAL, SINGLE ROW, `00' FIT,MEDIUM SERIES, METRIC SIZES TO B.S. 292-1958, TABLE 18, BRM SERIES. Maker's Designation :- SKF - 6309 or equivalent Dimensions :- I/Dia- 45 mm, O/Dia - 100 mm, Width - 25 mm	40	NO
<b>140</b> 80060306	Maker's Designation : SKF - 6312,FAG - 6312 or equivalent Dimensions : I/Dia - 60 mm,O/Dia - 130 mm,Width - 31 mm	11	NO
<b>150</b> 80060408	Maker's Designation : SKF - 6313 or equivalent Dimensions : I/Dia - 65 mm,O/Dia - 140 mm,Width - 33 mm	54	NO
<b>160</b> 80060501	Maker's Designation : SKF - 6314 Dimensions : I/Dia - 70 mm, O/Dia - 150 mm, Width - 35 mm	25	NO
<b>170</b> 80060603	<b>Maker's Designation :-</b> SKF - 6315 <b>Dimensions :-</b> I/Dia - 75 mm, O/Dia - 160 mm, Width - 37 mm	60	NO
<b>180</b> 80060705	Maker's Designation : SKF - 6316 Dimensions : I/Dia - 80 mm, O/Dia - 170 mm, Width - 39 mm	16	NO
<b>190</b> 80060909	Maker's Designation :- SKF - 6318 Dimensions :- I/Dia - 90 mm, O/Dia - 190 mm, Width - 43 mm	8	NO
<b>210</b> 80061515	Maker's Designation :- SKF - 6326 M/C3, FAG- 6326 M.C3 Dimensions :- I/Dia - 130 mm, O/Dia - 280 mm, Width - 58 mm.	12	NO

**ANNEXURE-I****Tender No. : SSI9719P26/C1****Tender Date : 18.07.2025**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>230</b> 80068267	BEARING, BALL, JOURNAL, SINGLE ROW, '00' FIT,BOTH SIDE SHIELDED, MEDIUM SERIES, METRIC SIZES. <b>Maker's Designation :-</b> SKF - 6306 ZZ <b>Dimensions :-</b> I/Dia - 30 mm,O/Dia - 72 mm,Width - 19 mm	47	NO
<b>240</b> 80068289	<b>Maker's Designation :-</b> SKF - 6308ZZ or equivalent <b>Dimensions :-</b> I/Dia - 40 mm, O/Dia - 90 mm, Width 23 mm  Part No. SKF 6308ZZ	111	NO
<b>250</b> 80068291	<b>Maker's Designation :-</b> SKF - 6309ZZ, FAG - 6309-ZZR <b>Dimensions :-</b> I/Dia -45 mm, O/Dia - 100 mm, Width - 25 mm	31	NO
<b>260</b> 80068303	<b>Maker's Designation :-</b> SKF - 6310ZZ <b>Dimensions :-</b> I/Dia - 50 mm,O/Dia - 110 mm,Width - 27 mm	43	NO
<b>270</b> 80068314	Makers's Designation : SKF - 6311ZZ, Dimensions : I/Dia - 55 MM, O/Dia - 120 MM, Width - 29 MM	149	NO
<b>280</b> 80343907	BEARING, BALL JOURNALS - DOUBLE PURPOSE TYPE,ANGULAR CONTACT, SINGLE ROW, MEDIUM SERIES, METRIC SIZES, TO B.S. 292-1958, TABLE 18,ACM SERIES. <b>Maker's Designation :</b> SKF (USA) - 7308 Dimension : I/Dia. - 40 mm, O/Dia.- 90 mm, Width - 23 mm	121	NO
<b>290</b> 80344205	<b>Maker's Designation :-</b> FAG 7311 BJP, SKF 7311 BEP, TIMKEN 7311 BTN 1.Dimensions :- I/dia - 55 mm, O/Dia - 120 mm, Width - 29 mm	400	NO
<b>300</b> 80344502	<b>Maker's Designation :-</b> SKF(USA)FAF - 7314, FAG 7314B TVP <b>Dimensions :-</b> I/Dia - 70 mm,O/Dia - 150 mm,Width - 35 mm	84	NO
<b>310</b> 80360702	BEARING, BALL, ANGULAR CONTACT, DOUBLE ROW, SOLID RACES, MEDIUM SERIES, METRIC SIZES. <b>Maker's Designation :</b> Bearing 3309 B.TVH Dimensions :I/Dia= 45 MM, O/Dia.= 100 MM, Width= 39.7 MM	4	NO
<b>330</b> 80361102	<b>Maker's Designation :</b> FAG/SKF - 3313 B.TVH or equivalent	222	NO

**ANNEXURE-I****Tender No. : SSI9719P26/C1****Tender Date : 18.07.2025**

Item No./ Mat. Code	Material Description	Quantity	UOM
	Dimensions : I/Dia = 65 MM, O/Dia = 140 MM, Width = 58.7 MM .		
<b>340</b> 80533516	BEARING, ROLLER, RIGID JOURNAL, SINGLE ROW, '000' FIT, TWO LIPS ON OUTER RACE, STRAIGHT INNERRACE, MEDIUM SERIES, METRIC SIZES. Maker's Designation : Type - NU 326 ECM/C4 VA 301, Make : SKF FAG NU 326E M1.C4.F1 SIZE : I/Dia - 130 mm, O/Dia - 280 mm, Width - 58 mm	5	NO
<b>350</b> 80584578	BEARING, SPHERICAL ROLLER, JOURNAL, DOUBLE ROW, SELF-ALIGNING, '000' FIT, LIGHT SERIES, METRIC SIZE Maker's Designation : SKF -22206 or equivalent <b>Dimensions</b> : I/Dia - 30 mm, O/Dia - 62 mm, Width - 20 mm	63	NO
<b>360</b> 80584671	<b>Maker's Designation : SKF 22215K</b> <b>Dimensions</b> : I/Dia. - 75 mm; O/Dia. - 130 mm; Width - 31 mm Medium Type, Metric series 22200 complete with Adapter sleeve H315  Part No. 25Z494D9	9	NO
<b>370</b> 80585504	Maker's Designation: SKF -22224, FAG -22224 ES Dimensions : I/Dia - 120 mm, O/Dia - 215 mm, Width - 58 mm	24	NO
<b>380</b> 80588093	BEARING, SPHERICAL ROLLER, JOURNAL, DOUBLE ROW, SELF-ALIGNING, '000' FIT, MEDIUM SERIES, METRIC SIZES Maker's Designation : SKF - 22308 Dimensions : I/Dia - 40 mm, O/Dia - 90 mm, Width - 33 mm	14	NO
<b>390</b> 80589108	Maker's Designation : SKF 22320 Dimensions : I/Dia. 100 mm., O/Dia. 215 mm & Width 73 mm.	16	NO
<b>400</b> 80603917	BEARING, ROLLER, TAPERED, STANDARD SERIES, IGH TTYPE, METRIC SIZES Maker's Designation : SKF - 30203 <b>Dimensions</b> : I/Dia - 17 mm, O/Dia - 40 mm, Width - 13.25 mm	14	NO
<b>500</b> 80610078	SUB-GROUP : TAPERED ROLLER BEARING, TIMKEN SERIES, INCH SIZES Timken Series : 655 1 No. Cone No. 665	2	SET

**ANNEXURE-I****Tender No. : SSI9719P26/C1****Tender Date : 18.07.2025**

Item No./ Mat. Code	Material Description	Quantity	UOM
	1 No. Cup No. 654D		
<b>510</b> 80610251	Timken Series : 935 1 No.Cone No.938, I.D.- 4.5000" Cone width - 2.6250" 1 No.Cup No.932, O.D.- 8.3750" Cup width -2.1250" Total Bearing width - 2.6250"	2	SET
<b>420</b> 80834733	BEARING, BALL, SINGLE ROW, RADIAL, WIDE TYPE, BOTH SIDES SHIELDED, METRIC SERIES, MEDIUM TYPE <b>Dimensions :</b> I/Dia. 35 mm, O/Dia. 80 mm, Width 1.3/8" <b>Make :</b> SKF/FAG/TIMKEN equivalent to - FAG - S3607, SKF - 462307, NTN(JAP) - 63307LL	61	NO
<b>520</b> 80834722	<b>Maker's Designation :</b> FAG - S3606, SKF - 462306, NTN(JAP) - 63306LL <b>Dimensions :</b> I/Dia 30 mm, O/Dia 72 mm, Width 1.3/16"	4	NO
<b>430</b> 80840107	PILLOW BLOCK, BALL BEARING, ALIGNABLE, FIXEDTYPE, OPEN END UNIT, RE-LUBRICATEABLE, COMPLETEWITH BEARING, COLLAR AND SEALS, HEAVY DUTY SERIES <b>Maker's Designation :</b> LINK-BELT : P335 <b>Dimensions :</b> Shaft Dia. : 2.3/16" Centre Height : 3.1/2"  Part No. PU 335 of REXNORD INDIA PVT LTD	2	NO
<b>440</b> 80840153	<b>Maker's Designation :</b> Link Belt PU339 <b>Dimensions :</b> Bearing drawing and Dimensions are as under :- a)Diameter of the shaft ----: 61.91 mm (2.7/16") b)Centre height (A) ----: 92.07 mm *(3.5/8") c)Distance between bolt holes (B)--- : 285.75 mm (11.1/4") d)Overall housing height (L) ---- : 180.97 mm (7.1/8") e)Mounting pad length (C)---- :349.25 mm (13.3/4") f)Mounting pad width (E)---- :88.90 mm (3.1/2") g)Length through bore (D) --- : 84.13 mm (3.5/16") h)Mounting bolt size (F) ---- : 19.05 mm (3/4") i)Mounting pad height (H)---- :41.27 mm (1.5/8") j)Locking collar outside dia (M)--- : 106.36 mm (4.3/16") k)Mounting bolt hile alot length (S)--- : 34.92 mm (1.3/8") l)Diatance from housing centerline to inner ring long hub face (U)---- : 49.21 mm (1.15/16") m)Distance from housing centerline to cap face (W)--61.91 mm (2.7/16") n)Approx weight --- : 12.45 kgs (27.50 lbs)	12	NO

**ANNEXURE-I****Tender No. : SSI9719P26/C1****Tender Date : 18.07.2025**

Item No./ Mat. Code	Material Description	Quantity	UOM
	( As per attached Sketch )		
<b>410</b> 80605530	<u>BALL &amp; ROLLER BEARINGS</u> <u>SUB-GROUP : TAPERED ROLLER BEARINGS</u> TAPER ROLLER BEARING, BEARING NO.32215. MANUFACTURER : FAG/SKF/TIMKEN	26	NO

**Note description for item no./nos.** : 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280, 290, 300, 310, 320, 330, 340, 350, 360, 370, 380, 390, 400, 410, 420, 430, 440, 450, 460, 470, 480, 490, 500, 510, 520

**NOTE :**

1. Make of the item should be mentioned in the quotation precisely. OIL's standard acceptable makes are SKF/FAG/TIMKEN/NTN only. In case the make of bearing in NIT is specifically mentioned other than these (i.e.SKF/FAG/TIMKEN/NTN) makes, then only that specific make of bearing will also be acceptable in addition to the above mentioned makes (SKF/FAG/TIMKEN/NTN).
2. If only one/two specific brand/brands of make of bearing is mentioned in the item description of NIT, then the technical specification of that make of bearing will be considered as the technical requirement of the bearing. Equivalent bearing (of SKF/FAG/TIMKEN/NTN only), other than the specific make (mentioned in Item Description), should conform to those technical specifications.
3. Bidder are to indicate Bearing Nos. against the individual items with complete specification. Each individual Bearing must be supported with technical literature along with bearing numbers and dimensional details, giving comparison of their offer with item description mentioned in NIT (including prefix/suffix) and justifying that their offered bearing is the exact equivalent of the individual Bearing. Otherwise, the offer will be liable for rejection.
4. Bidders other than manufacturer must submit a copy of valid authorized dealership certificate and principal's price list along with the offer, otherwise offer may not be considered.
5. Dealers/Stockists are to quote only for that make for which they have been authorized/nominated. Offers with multiple brands & for the makes for which they are not authorized, will be liable for rejection.
6. Bidders are to confirm in their offer that they will submit Manufacturer's Inspection, Test and Guarantee Certificate along with the supply of materials.
7. In case of imported bearing, the bidder should indicate the country of origin of the offered bearing and they should confirm that they will submit copies of import documents (bill of lading, bill of entry and OEM's proforma invoice) along with the OEM's inspection and test certificate. To this effect, bidder would make a declaration at the time of supply that, bearings supplied are imported and they take sole responsibility for all the documents submitted for their authenticity and genuineness of the bearings supplied and would make good discrepancy, if any reported, on free of cost door delivery basis immediately.

**Special Notes** : (I) This tender has been floated for entering into a Rate Contract for a period of 02 (two) years.

(II) The quantities indicated against the respective items are for meeting tentatively 02 (Two) years requirement. However, quantity may increase or decrease depending upon the actual requirement. OIL will be at liberty to buy more or less quantity against each item within the overall value of contract.

(III) Delivery: Delivery is to be made on "as & when required" basis. Supply is to be made within 45 days (maximum) from the date of receipt of individual purchase orders issued against the Rate Contract.

(IV) Payment term: 100% payment will be released within 21 days of receipt and acceptance of

**ANNEXURE-I**

**Tender No. : SSI9719P26/C1**

**Tender Date : 18.07.2025**

supply at destination/site as per purchase order against undisputed invoice, subject to adjustment towards applicable Liquidated Damages.

(V) The quoted prices should be on FOR Duliajan Basis, with Freight, Transportation and Transit Insurance in supplier's scope.

**Tender No & Date: SSI9719P26/C1 dated 18.07.2025**

**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.

<p style="text-align: center;"><u>Criteria</u></p>	<p style="text-align: center;"><b>Complied / Not Complied. (Remarks if any)</b></p>
<p><b><u>I. BID REJECTION CRITERIA (BRC):</u></b> The bid shall conform generally to the specifications, terms and conditions given in this document. Bid shall be rejected in case the items offered do not confirm to the parameter stipulated in the technical specification. 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><u>A) TECHNICAL:</u></b> Bid should be complete in all aspect covering the entire scope of supply and should conform to the technical specifications indicated in the bid documents duly supported with technical catalogues/literatures. Incomplete and non-conforming bids will be rejected outright.</p> <p><b><u>Manufacturer’s Experience:</u></b> 1. Bid should be complete in all aspect covering the entire scope of supply and should conform to the technical specifications indicated in the bid documents duly supported with technical catalogues / literatures wherever required. Incomplete and non-conforming bids will be rejected outright.</p> <p><b><u>2. Manufacturer’s Experience:</u></b> In case the bidder is a manufacturer of the offered items, bidder should satisfy the following with documentary evidence, which should be enclosed along with the Bid.</p> <p>a) The bidder should have minimum 05 (five) years’ experience in manufacturing and supply of the item. (For this purpose, the period reckoned shall be the period prior to the original stipulated bid closing date of the tender).</p> <p>b) The bidder should have experience of successfully executing at least 01 (one) order for supply of Bearings <b><u>of quantity not less than 751 Nos.</u></b> in preceding 05 (five) years reckoned from the original stipulated bid closing date of the tender.</p>	

(OR)

c) Should have experience of successfully executing at least 01 (one) order for supply of bearings **of value not less than ₹ 21,70,591.00** in preceding 05 (five) years from the original stipulated bid closing date of the tender.

**Note:** Documentary evidence in respect of the above should be submitted in the form of copies of relevant purchase orders along with copies of any of the documents in respect of satisfactory execution of each of those purchase orders, such as-

(i) Satisfactory supply completion report

(OR)

(ii) Consignee Received Delivery Challans

(OR)

(iii) Tax Invoices issued under relevant rules of GST

(OR)

(iv) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

3. In case the bidder is not a manufacturer, then the bidder is required to submit documentary evidence in respect of 2(a) and 2(b) or 2(c) of the concerned manufacturers along with the bid.

**Note:** 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. Bidders to quote accordingly.

## **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 ₹ 21,70,591.00** 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'. (**Proforma - AAA**)

**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 **Proforma - BBB**.

**OR**

ii) Financial Statements (Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) 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.

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 **Proforma CCC**) on parent/ultimate parent/holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and

(iv) A certificate from the statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned. Also the certificate should not be more than 30 days old as on bid closing date.

**C) COMMERCIAL:**

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

ii) 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. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The “Unpriced Bid” shall contain all techno-commercial details except the prices/costs. Bidder not complying with above submission procedure will be rejected.

iii) **Performance Security:**

The successful bidder shall submit Performance Security as given below:

The successful bidder shall submit Performance Security @ 5% of the value of the rate contract, failing which OIL reserves the right to cancel the contract. 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 rate contract’s execution period and applicable warranty/guarantee period (if any).**

**The validity requirement of Performance Security is assuming dispatch within stipulated delivery period and confirmation to all terms and conditions of individual purchase orders (to be issued against the rate contract). In case of any delay in dispatch or non-confirmation to all terms and conditions of individual purchase orders (to be issued against the rate contract), validity of the Performance Security is to be extended suitably as advised by OIL.**

**However, PBG will be applicable only if value of the rate contract exceeds ₹ 10 (ten) lakhs.**

iv) 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.

v) 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.

vi) 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.

vii) Bidder can submit the EMD in any of the following modes:

1. 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

2. EMD in the form of Bank Guarantee (Details of Bank is same as PBG bank detail) can also be submitted in Hard copy to the following address:

Partho Nath

Manager Materials (IP)

Materials Department

Oil India Limited, Duliajan

Assam-786602

Phone No-0374-280-8737

viii. The Bid Security / EMD submitted in the form of Bank Guarantee/e-BG, should be valid for a period of 45 days beyond the bid validity, reckoned from the original bid end date.

ix. 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 GeM Bid.

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

(i) Validity shorter than the validity indicated in the GeM Bid

AND/OR

(ii) Bid Security/EMD amount lesser than the amount indicated in the GeM Bid.

x. "The bidder shall submit an undertaking/declaration as per **Proforma-2** 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 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."

xi. If Bank Guarantee is submitted towards 'Bid Security', then seller has to ensure that the Bank Guarantee issuing bank indicates the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank

Guarantee can be obtained.

xii. Bidders can submit 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 No
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 and 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	partho.nath@oilindia.in
5	Mobile No.	7896482473
6	Local Address	Materials Department, Oil India Limited, Duliajan - 786602
7	Registered Address	Duliaian, Dibrugarh, Assam-786602

xiii. Bidders can also submit Bid Security in the form of "INSURANCE SURETY BOND". The details are provided below:

Instructions for furnishing "Bid Security Deposit" by "Insurance Surety Bond"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

- b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.
- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
- h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

Please refer to the enclosed proforma (**Proforma ISB-1**)

## **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:**

- (i) The manufactured product should be strictly as per OIL's tender specification.
- (ii) Bids shall be evaluated strictly as per NIT specifications, terms and conditions.

### **B) COMMERCIAL:**

- (i) To evaluate the inter-se-ranking of the offers, bids shall be evaluated on the basis of FOR Duliajan value including applicable GST.
- (ii) 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 to 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 NIT terms and conditions of NIT.**

**FORMAT FOR CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref: Financial Criteria of the BRC**

Tender No. \_\_\_\_\_

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

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

Place: \_\_\_\_\_

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

Signature of the authorized signatory

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

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

**(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD)**

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s \_\_\_\_\_ (Name of the Bidder) for the last three (3) completed accounting years up to \_\_\_\_\_ (as the case may be) are correct.

<b>YEAR</b>	<b>TURN OVER</b> In (₹) Crores	<b>NET WORTH</b> In (₹) Crores

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).

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"

Place:

Date:

UDIN:

Seal:

Membership Code and Registration No.:

Signature:

**PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE**  
**TOWARDS FINANCIAL STANDING (Delete whichever not applicable)**  
**(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**  
**DEED OF GUARANTEE**

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

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD ..... during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
  - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
  - (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
  - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
  - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
  - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

<p><b>for and on behalf of (Parent/Ultimate Parent/Holding Company) (Delete whichever not applicable)</b></p> <p><b>Witness:</b></p> <p>1.</p> <p>2.</p>	<p><b>for and on behalf of (Bidder)</b></p> <p><b>Witness:</b></p> <p>1.</p> <p>2.</p>
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**PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"**  
**(To be stamped in accordance with the Stamp Act)**

<b>To</b> <b>M/s OIL INDIA</b> <b>LIMITED,</b> <b>Address:</b> <b>PIN-XXXXXX</b>	<b>Insurance Surety Bond (ISB) No.</b>	
	<b>Date of ISB:</b>	
	<b>ISB Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we \_\_\_\_\_ (Name & address of the "Insurer") \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. ....(Rupees ..... only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards. Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer.

SEALED with the said Insurer this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of these obligations are:

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

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) ..... (currency in words only) . . . .

b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ..... (indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

<b>Witness:</b>
_____
(Signature)
_____
(Name)
_____
(Designation & Official Address)

<b>Issuing Authority:</b>
_____
(Signature of the Authorised Signatory)
_____
(Name)
_____
(Designation with Insurer Stamp)
Authorised Vide
Power of Attorney No.....
Date.....

**(To be submitted in the letter head of the bidder)**

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED**

**To,  
M/s. OIL INDIA LIMITED  
DULIAJAN, ASSAM - 786602**

**TENDER NO.** \_\_\_\_\_

**TENDER DESCRIPTION:** \_\_\_\_\_

**Sub:** Undertaking/Declaration regarding Holiday List, debarment etc.

- a) We, \_\_\_\_ (Name of the bidder) solemnly affirm that we have read and understood OIL’s Banning Policy as available at OIL’s website <https://www.oil-india.com/banning-policy> and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.
- b) We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debaring us/them from carrying on business dealings with OIL.
- c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the “Banning Policy” of Oil India Limited:

<b>Sl. No.</b>	<b>Name</b>	<b>Address</b>	<b>PAN No.</b>	<b>GST No.</b>	<b>OIL Vendor Code</b>

Place: \_\_\_\_\_

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

\_\_\_\_\_  
(Name & Signature of the authorized signatory of the bidder)

-----XXXX-----

## **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 **SSI9719P26/C1**. 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 intensions.

<b>PARTHO NATH, MM-IP</b> <b>For the Principal</b>  Date :  Place : DULIAJAN	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
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