

### FORWARDING LETTER

Subject: Tender No. SDI9528P26/P8 dated 13.06.2025 For Supply of Liquid Nitrogen of Purity Not Less than 99% under Rate Contract for 02(Two) Years.

Dear Sir/Madam,

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

2.0 In connection to its operations, OIL invites COMPETITIVE BIDS from competent and experienced bidders through OIL's e-procurement site for "PROCUREMENT OF LIQUID NITROGEN OF PURITY NOT LESS THAN 99% UNDER RATE CONTRACT FOR 02(TWO)YEARS (TOTAL QTY: 960 M3, Tentative)". One complete set of Bid Document for above is uploaded in OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website <https://www.oil-india.com/>. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No.	: SDI9528P26/P8 dated 13.06.2025
Type of Bidding	: SINGLE STAGE TWO BID SYSTEM
Tender Fee	: NOT APPLICABLE
Bid Closing Date & Time	: 13.08.2025, (11:00 HRS).
Technical Bid Opening Date & Time	: 13.08.2025, (14:00 HRS).
Price Bid Opening Date & Time	: TO BE DECIDED POST TECHNICAL EVALUATION
Bid Security Amount	: ₹ 2,80,350.00
Bid Submission Mode	: Bids must be uploaded online in OIL's E-procurement portal
Bid Opening Place	: Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	: Bid should be valid for a minimum of 120 days from actual bid closing date.
Performance Guarantee	: Applicable @5% of Order value
Integrity Pact	: Applicable
MSE Purchase Preference	: Applicable
Public Procurement Preference to Make In India) (PPP-MII)	: Applicable
Document Verification	: Not Applicable
Banning Policy	: Applicable
Restrictions on procurement from a bidder of a country which shares a land border with India	: Applicable
Contact Details	: SUKANYA BURAGOHAIN Sr. Manager Materials (IP) E-MAIL: <a href="mailto:sukanya_buragohain@oilindia.in">sukanya_buragohain@oilindia.in</a> PHN: 0374-2808740
E-Tender technical Support	: TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: <a href="mailto:erp_mm@oilindia.in">erp_mm@oilindia.in</a>
Bids to be addressed to	: GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.

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

Thanking You  
Yours Faithfully,  
OIL INDIA LIMITED

(SUKANYA BURAGOHAIN)  
Sr. Manager Materials (IP)  
For GM-Materials (HoD)  
For Resident Chief Executive

**TECHNICAL SPECIFICATION WITH QUANTITY:**

MATERIAL DESCRIPTION	Quantity	UOM	Complied / Not Complied. (Remarks if any)
<u>ITEM NO. 10</u> <u>LIQUID NITROGEN</u> LIQUID NITROGEN of purity not less than 99%. Required for Assam Well Sites located within 120 KM from Duliajan.	880	M3	
<u>ITEM NO. 20</u> <u>LIQUID NITROGEN</u> LIQUID NITROGEN of purity not less than 99%. Required for Arunachal Pradesh.	80	M3	

**SPECIAL TERMS AND CONDITION: (FOR ALL THE ITEMS)**

1. The successful bidder shall ensure uninterrupted supply of liquid nitrogen as and when required by OIL.

2. Purity of Liquid Nitrogen shall be the essence of the supply contract and OIL shall have the right not to accept any supply with purity less than 99%. The bidder shall have the facilities for testing of Liquid Nitrogen as per international standards at their premises and agree for inspection by OIL officials or by any other agency nominated by OIL if desires so. The successful bidder will submit the following documents along with supply of each consignment.

- i. Manufacturer Challan.
- ii. Test Certificate for purity.

Bidder to confirm the same along with the bid for evaluation.

3. The bidder shall submit an undertaking, in original along with the bid, that their capacity is adequate to cover the quantity offered to OIL against the tender in addition to their other commitment. In case, the bidder is not a manufacturer then the bidder shall provide a certificate from the concerned manufacturer. Moreover, bidder to submit copy of valid PESO License of manufacturer's plant for storage of Liquid Nitrogen as per Static & Mobile Pressure Vessels (Unfired) Rules, (latest edition).

4. The successful bidder will have to supply Liquid Nitrogen through suitable cryogenic road tankers to unload directly to Cryogenic tank mounted on Nitrogen Pumping Unit at OIL's operational area within 120 KM from Duliajan in Assam and Arunachal Pradesh.

Bidder should confirm that the delivery of the Liquid Nitrogen shall be done through Road Tankers with valid PESO License. Successful bidder will submit copy of valid PESO License of their Road Tanker along with supply of each consignment.

5. OIL will give at least 7 days prior notice for supply. The successful bidders shall have to ensure that the supply is made positively within 7 days of receipt of the notice from OIL. However, in case of operational exigency, the bidder shall supply within 24 hours of receipt of notice from OIL. Generally, the notice for supply shall be given by OIL representative over telephone/e-mail. The Bidder shall categorically confirm compliance of the requirement.

6. Weighing of the Supplier's tankers shall be done in OIL's weigh bridge located in Materials department inside OIL's Industrial Area in Duliajan during the office hours on all working days. The tankers reporting beyond the working hours on any working day shall be weighed on the next working day. Again, the tankers reporting after office hours of the last working day of the week will be weighed on the first working day of the following week. OIL will not be responsible for the period for which the supplier's tankers become standby and for any evaporation losses incurred during such standby period. However, OIL reserves the right to allow the tankers to be weighed outside in Government Authorized weigh bridges even during holidays / working days to meet exceptional operational exigencies. After the award of the contract, the successful bidders shall submit to OIL a list of at least 3 (three) Government Authorized weigh bridges located one each in Sivasagar, Dibrugarh and Tinsukia for the same.

7. The tentative monthly requirement is 100 Cu. Mtr Approx. However, the actual requirement may vary, and the selected bidder must supply as per OIL's requirement.

8. Payment will be made against bills for the actual quantities supplied.

9. Both items will be procured from the same source and evaluation will be done accordingly.

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

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

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

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

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
<p><b>I. BID REJECTION CRITERIA (BRC):</b></p> <p>The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p><b>A) TECHNICAL:</b></p> <p><b>1.0 BIDDER’S QUALIFICATION:</b></p> <p>1.1 The bidder shall be an Original Manufacturer (OM) of Liquid Nitrogen or an authorized dealer of Original Manufacturer of Liquid Nitrogen.</p> <p>1.2 In case the bidder is an authorized dealer of an Original Manufacturer of Liquid Nitrogen, a copy of valid authorization letter / dealership certificate with proper guarantee / warranty back up on the offered products from the OM (the principal) shall be submitted along with technical bid.</p> <p>1.3 The Bidder shall confirm that there will be no change in OM after submission of bid. The bid shall be rejected in case of any change of the proposed Original Manufacturer after submission of the bid.</p> <p>1.4 Original Manufacturer of Liquid Nitrogen quoting through authorized dealer is not allowed to quote separately/independently against this tender and the bid from such Original Manufacturer will be rejected.</p> <p><b>2.0 BIDDER’S EXPERIENCE:</b></p> <p>2.1 <u>In case the bidder is an Original Manufacturer of the offered item, the following criteria shall be met by the Bidder:</u></p> <p>2.1.1 The bidder shall have the experience of successfully executing <b>one or more orders for a total of minimum 240 M3</b> of Liquid Nitrogen within last 5 years preceding the original bid closing date of the tender, to an Oil &amp; Gas Industry and/or</p>	

E&P Company and/or service provider to an E&P company, either by themselves or through their dealer.

2.2 In case the Bidder is an authorized dealer of an Original Manufacturer of Liquid Nitrogen, the following criteria shall be met by the Bidder:

2.2.1 The OM shall have the experience of successfully executing **one or more orders for a total of minimum 240 M3** of Liquid Nitrogen within last 5 years preceding the original bid closing date of the tender, to an Oil & Gas Industry and/or E&P Company and/or service provider to an E&P company, either by themselves or through their dealer.

2.2.2 Additionally, the bidder himself shall have the experience of successfully executing **one or more orders for a total of minimum 240 M3** of Liquid Nitrogen within last 5 years preceding the original bid closing date of the tender, to an Oil & Gas Industry and/or E&P Company and/or service provider to an E&P company, either from same OM or from any other OM.

2.3 The bidder shall submit documents in support of their previous supply experience and of the principal (OM), as applicable under clause Nos. 2.1.1, 2.2.1 & 2.2.2 mentioned above as follows:

(a) Copy(ies) of Purchase Order(s)/Contract document(s), and

(b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) –

- Completion report/performance certificate from the clients,
- Bill of lading,
- Delivery challan/Invoice etc.
- Any other documentary evidence that can substantiate the successful execution of each of the purchase Order(s)/contract(s) cited above.

Note:

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

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

**B) FINANCIAL:**

1. The bidder must have annual Financial Turnover from Operations of minimum **Rs. 35.04 Lakhs** in any of the preceding 3 (three) financial / accounting years reckoned from the original bid closing date 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 sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year” as per Companies Act, 2013 Section 2(91).]

2. The "Net Worth" of the bidder must be positive for the accounting year preceding to the original bid closing date of the tender.

[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 (1) & (2):

I. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking (**refer PROFORMA-1**) certifying that 'the balance sheet/Financial Statements for the financial year ..... (As the case may be) has actually not been audited so far'.

Notes:

a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the technical 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 -2**).

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.

3. 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 B.1.

ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para B.2.

iii) Corporate Guarantee (**as per PROFORMA-3**) on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

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) Bid security:

The bid must be accompanied by Bid Security of ₹ **2,80,350.00** in OIL's prescribed format as Bank Guarantee in favor of OIL. The Bid Security in original hard copy is to be submitted manually in sealed envelope super-scribed with Tender no. and Bid Closing date to GM-Materials, Materials Department, Kind Attention: Sukanya Buragohain, Sr. Manager Materials (IP), Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender.

**The Bank Guarantee towards Bid Security shall be valid for 45 days beyond the bid validity reckoned from the original bid end date.**

The Bid Security can also be submitted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or Payment online in an acceptable form, safeguarding the purchaser's interest in all respects.

If bid security in ORIGINAL of above-mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.

For exemption for submission of Bid Security, please refer Clause No. 8.16 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

The format of Bank Guarantee towards Bid Security (Annexure - VII) has been amended to Annexure - VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per **Annexure - VII (Revised)** only.

iii) Bids are invited under “Single Stage Two Bid System”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

iv) Performance Security:

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

The Performance Security shall be in the following form:

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

OR

The Performance Security can also be submitted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form, safeguarding the Purchaser's interest in all respects.

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

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

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

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

vii) All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3 with Organisation’s Name” digital certificate, will be rejected.

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

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

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

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

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

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

xi) DELIVERY: The successful bidders shall have to ensure that the supply is made positively within 7 days of receipt of the notice from OIL. However, in case of operational exigency, the bidder shall supply within 24 hours of receipt of notice from OIL. Generally, the notice for supply shall be given by OIL’s representative over telephone.

NOTE: FOR CLAUSE NOS. C(ii) & C(iv) OF BID SECURITY/EMD AND PBG

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

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

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

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

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

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

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

(II) Bidders can now also submit Bid Security/ Performance Security in the form of e-bank guarantee (e-BG) as per O.M. No. 1/4/2022 DATED 05.08.2022 from DoE Ministry of Finance, Amendment in General Financial Rules (GFR), 2017 - Acceptance of electronic Bank Guarantee (e-BG).

## **II. BID EVALUATION CRITERIA (BEC)**

The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below. The original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.

### **A) TECHNICAL:**

1.0 Bidder's Compliance to Technical, Commercial and other Special Terms as mentioned in NIT.

**B) COMMERCIAL:**

i) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.

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

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

iv) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

NOTE:

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

## **ANNEXURE-G**

### **GENERAL NOTES TO BIDDERS:**

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

2.0 OIL's office timings are as below-

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

Vendors should contact OIL officials at the above timings only.

3.0 OIL Bank Details:

	BANK DETAILS OF BENEFICIARY	
A	BANK NAME	ICICI BANK LTD.
B	BRANCH NAME	DULIAJAN
C	BRANCH ADDRESS	KUNJA BHAVAN, DAILY BAZAR, 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.

4.0 "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

5.0 Technical specification and Quantity as per Annexure IA.

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

- 7.0 Bidders are advised to fill up the technical bid check list (Annexure EEE) and Response sheet (Annexure FFF) given 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”
- 8.0 All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hoisted on OIL’s website ( [www.oil-india.com](http://www.oil-india.com) ) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.
- 9.0 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.
- 9.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> Technical Attachment only. The “TECHNO-COMMERCIAL UNPRICED BID” shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Responses, or else the offer will be straightway rejected
- 9.2 The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. For price upload area, please refer “NEW INSTRUCTIONS”. Please refer Annex-BB for price schedule.
- 9.3 Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Annexure-CCC.
- 10.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and Due date to 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 Duplicate.
- 11.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidder’s risk and may result in rejection of its offer without seeking any clarifications
- 12.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above-mentioned address before the bid closing date and time failing which the offer shall be rejected
- 13.0 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 14.0 Single Stage Two Bid systems 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.
- 15.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed Annexure-CCC. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per Annexure-CCC) contradict the Clauses of the tender and / or “General Terms

& Conditions” as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.

- 16.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 17.0 Bidders are requested to refer to enclosed **Annexure-BBB** for Taxes and Duties clauses under GST regime.
- 18.0 Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.
- 19.0 PAYMENT TERM: OIL’s standard payment terms are as listed under:
- (i) Payment will generally be made against completed supply, including installation & commissioning (if included in Supplier’s scope). Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.
- (ii) Payment to the extent of maximum 90% of the value of supply will be released within 21 days of receipt of materials at destination/site as per purchase order against direct submission of undisputed invoice to OIL and the remaining 10% shall be released upon acceptance of goods after due adjustment towards applicable Liquidated Damages.
- In certain cases, OIL will consider release of 100% payment within 21 days of receipt and acceptance of supply at destination/site as per purchase order against undisputed invoice, subject to adjustment towards applicable Liquidated Damages.
- (iii) Wherever installation and commissioning etc. are to the scope of Supplier, maximum 80% of the cost of materials shall be payable within 21 days of receipt & verification of completeness of all the goods at destination/site as per purchase order against undisputed invoice and the remaining payment shall be released after successful commissioning.
- The above payment terms supersede all the payment terms contained elsewhere in the tender document as well as “General Terms and Conditions for e-Procurement” (Document No. MM/LOCAL/E-01/2005). Bidders to note that no other payment terms, apart from the above listed payment terms, shall be accepted by OIL.
- 20.0 SET OFF: Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any other 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 Bidders who do not have E-tender Login ID and Password should complete their online registration at least seven (07) days prior to the scheduled bid closing date and time of the Tender. For online registration, bidder may visit the OIL’s E-tender site <https://etenders.srm.oilindia.in/irj/portal>
- 22.0 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the bidder. In the event of late registration/incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for Bid Closing Date extension on that plea shall not be entertained by Company.

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

24.0 OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES:

In case a Startup (defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification)/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.

2. Certificate of incorporation.

3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

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

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

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

25.0 Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification No. CG-DL-E-16062021-227649 dated 16.06.2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE. The existing enterprises registered under EM-Part II or UAM till 30.06.2020 shall continue to be valid only for a period up to 31.12.2021.

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

i. Udyam Registration Number with Udyam Registration Certificate.

OR

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

Note: *In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.*

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

27.0 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 contract will be awarded for 100% of total QUANTITY.

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.

28.0 TAX COLLECTIBLE AT SOURCE (TCS):

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit. Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

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

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

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

29.0 Preference to Make in India products (For bids < 200 Crore):

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document.

If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per Mii order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per Mii order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM\_ No.1 \_ 4 \_ 2021 \_ PPD \_ dated\_ 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

**Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively.**

An undertaking for Local content declaration is attached as **Annexure-L**.

### 30.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

OIL's Banning Policy, 2023 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.

The bidder shall submit an undertaking/declaration as per **Appendix-I** 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.

### 31.0 RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A

LAND BORDER WITH INDIA: It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February,2023(order- Public Procurement no.4) has proclaimed Requirement of registration under Rule 144(xi) of the General Financial Rules (GFRs), 2017.Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

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

In this respect, the format of Undertaking to be submitted by the bidders is given vide **EXHIBIT-I, EXHIBIT-II & EXHIBIT-III** of this tender.

- 32.0 Bidders should fill-up and submit along with their bid an **UNDERTAKING** towards **authenticity of information/documents** furnished by them, as per enclosed **ANNEXURE-K**
- 33.0 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.
- 34.0 **ONLINE VIEWING OF PRICE BY BIDDER:** For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.
- 35.0 **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).
- 36.0 **DELIVERY/COLLECTION INSTRUCTIONS IN THE EVENT OF TRANSPORTATION IS IN OIL'S SCOPE:**
- i. The supplier shall be required to deliver the Sundry consignments of weight less than 03 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.
  - ii. Consignments weighing more than 3 (Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.
  - iii. The name of OIL's current authorized transporters is M/s Western Carriers (India) Ltd.

Bidders are requested to note the above delivery/collection instructions while submitting their offers.

- 37.0 Oil India Limited (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following documents available on the login Page of the OIL's E-tender Portal before uploading their bid.
- a) Guidelines to Bidders for participating in OIL.
  - b) New Vendor Manual

38.0 As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website [www.oilindia.com](http://www.oilindia.com). The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

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

40.0 Bidders are requested to visit OIL's e-tender portal regularly for any corrigenda / addenda etc. w.r.t. this tender. No separate notification shall be sent in this regard.

41.0 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM:

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Seller's submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(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:

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

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

42.0 The quantity mentioned in the Tender (in Annexure-IA) is purely tentative for meeting approximately OIL's 02 (two) years requirement. However, the quantity may decrease depending on the Company's actual requirement. Supply to be made to the extent of individual supply order to be issued by the Company from time to time based on the Company's actual requirement. During the Contract period, no request for price escalation will be entertained by the Company. The prices will remain firm during the entire Contract period.

43.0 FALL CLAUSE:

i. The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods Procurement of GOODS or offers to sell Goods of identical description, to any persons/ organizations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

ii. The above stipulation shall, however, not apply to:

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

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

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

An undertaking ANNEXURE-AA is attached. Bidders are requested to submit the same along with the offer.

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

45.0 SETTLEMENT OF DISPUTES:

1.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains

unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

#### 1.2 Resolution of Dispute through SAC:

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. S(i), the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. [www.oil-india.com](http://www.oil-india.com).

c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

#### 1.3 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):

a. 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 through Conciliation/Mediation, the same shall be referred to Arbitration.

b. A party wishing to commence arbitration proceeding shall invoke an 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.

c. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

Claim amount (excluding claim for interest and counter claim, if any)	Number	of
	Arbitrator	

Appointing Authority

Up to Rs. 25.00 Lakh	Not applicable	Not applicable
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Above Rs. 25.00 Lakh	Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.
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d. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

- e. 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.
- f. 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.
- g. Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
- h. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended from time to time)
- i. 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 a 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.
- j. 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 and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
- k. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in the Schedule of the Act and such expenses shall be equally borne by the parties.
- l. The seat and venue of the arbitration proceeding shall be New Delhi.

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

- a. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises,

Government of India and its further clarifications, modifications and amendments, issued from time to time.

b. A party wishing to commence arbitration proceedings 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.

#### 1.5 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.

#### 1.6 Exclusions

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

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

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

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

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

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

SHRI RAM PHAL PAWAR,  
IPS (Retd.), Former Director, NCRB, MHA  
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In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract.

47.0 ADDITIONAL INFORMATION REGARDING SUBMISSION OF PERFORMANCE SECURITY:

The successful bidder will submit the performance security (if applicable) in the form of Bank Guarantee within 15 days of award of contract on GeM. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT760/MT 760 COV for issuance of Bank Guarantee
- (ii) MT760/MT 767 COV for amendment of Bank Guarantee

[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. The Bank details are as under

Bank Details of Beneficiary

A	Bank Name	ICICI BANK LTD
B	Branch Name	DULIAJAN
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited

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

OR

The Performance Security can also be submitted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form, safeguarding the Purchaser's interest in all respects.

Performance security in the form of Bank Guarantee is applicable @5% of Order value if PO value is equal to or more than Rs 10 Lakhs.

- i. Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.
- ii. Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.
- iii. Bank Guarantee with condition other than those mentioned in OIL's prescribed format

- shall not be accepted.
- iv. The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.
  - v. The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally, and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2023.
  - vi. The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.
  - vii. The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.
  - viii. Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2023.
  - ix. In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the Purchase Order placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2023. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.
  - x. In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (10% of annualized contract value valid for three months beyond entire execution period).

Bidders can submit Performance Bank Guarantee (PBG) in the form of Insurance Surety Bonds. The prescribed Format for Insurety Bonds for PBG is shown in attached PROFORMA-4

Note: INSTRUCTIONS FOR FURNISHING " PERFORMANCE SECURITY DEPOSIT " BY "INSURANCE SURETY BOND".

- (i) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- (ii) The Company shall be the Creditor, the Contractor 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.
- (iii) 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 Contractor /Insurer issuing the Insurance Surety Bond.
- (iv) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- (v) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.
- (vi) 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".
- (vii) Contractor 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.  
(viii) Contractor 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.

In case of Online payment of PBG, supplier should submit proof of submission of PBG to OIL. The bank details for submission of the same is as under.

OIL's Bank account Details for Online submission of Bid Security

Name	Oil India Limited
Bank	State Bank of India
Branch	Duliajan
Account Number	10494832599
Account Type	Current
IFSC Code	SBIN0002053

48.0 ADDITIONAL INFORMATION REGARDING BID SECURITY:

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

All the Bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format (as per enclosed ANNEXURE-O) as Bank Guarantee (BG) or Online payment. (Kindly refer GeM GTC for details).

In case of the Bid Security submitted in the form of Bank Guarantee, Scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and hard copy of the Bank Guarantee will have to be submitted directly to OIL within the Bid Closing (BC) date and time, failing which the bid may be treated as incomplete & may lead to rejection of the bid by OIL without making any reference to the bidder.

The Original Bid Security shall be submitted manually in sealed envelope superscribed with tender no., tendered item detail and due date to:

GM- MATERIALS,  
MATERIALS DEPARTMENT,  
KIND ATTENTION – SUKANYA BURAGOHAIN, MANAGER MATERIALS(IP),  
OIL INDIA LIMITED,  
DULIAJAN- 786602,  
ASSAM.

Whereas in case of Online payment of Bid Security, bidder shall provide the Online transaction details in their online bid as proof of submission of Bid Security to OIL. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference. OIL's Bank account Details for Online submission of Bid Security

Name	Oil India Limited
Bank	State Bank of India
Branch	Duliajan
Account Number	10494832599
Account Type	Current
IFSC Code	SBIN0002053

OR

The Bid Security can also be submitted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank

Guarantee) from any of the Commercial Banks or Payment online in an acceptable form, safeguarding the purchaser's interest in all respects.

If bid security in ORIGINAL of above-mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted will be rejected without any further consideration.

- i. Bank Guarantee with condition other than those mentioned in OIL's prescribed format / GeM Bank Guarantee format shall not be accepted.
- ii. The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.
- iii. The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- iv. The Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- v. In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of OIL's Banning Policy. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as OIL may think appropriate.
- vi. In case of Bank Guarantee, The Bank Guarantee issuing bank branch must ensure the following:

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

(a) MT 760/MT 760 COV for issuance of Bank Guarantee.

(b) MT 760/MT 767 COV for amendment of Bank Guarantee.

[Tender 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. The Bank details are as under:

**Bank Details of Beneficiary**

A	Bank Name	ICICI BANK LTD
B	Branch Name	DULIAJAN
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited

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

- vii. The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, extend validity of the Bid Security till such time the Performance Security is furnished.
  - viii. The Bid Security will be forfeited:
    - a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,
- OR
- b) If the successful Bidder do not accept the order or fails to furnish the Performance Security

within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

- ix. Bidders are requested to contact OIL within 4 months of Bid submission for return of their Bid Security. A copy of Bid security and Tender No. against which the Bid security was submitted should be sent to concerned dealing officer of OIL for return of the Bid security.
- x. For timely return of Bid Security, bidders shall submit following details along with their technical bid.
  - For Bank Guarantee((BG) = Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.
  - Online payment = Name, Email id, Phone number and Bank details (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.

In case of non-submission of above details, return of Bid Security may be delayed.

Bidders can submit Bid Security in the form of Insurance Surety Bonds. The prescribed Format for Insurety Bonds for Bid Security is shown in attached PROFORMA- 5.

Note: INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND".

- (i) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- (ii) 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.
- (iii) 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.
- (iv) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- (v) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.
- (vi) 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".
- (vii) 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.
- (viii) 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.

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

<b>Sl. No.</b>	<b>Bank Name</b>	<b>Sl. No.</b>	<b>Bank No</b>
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:

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name	Oil India Limited
2	PAN	AAAC02352C
3	Date of Incorporation	18-02-1959
4	Email ID	As applicable
5	Mobile No.	As applicable
6	Local Address	As applicable
7	Registered Address	Duliajan, Dibrugarh, Assam-786602

Note: Confirmation/verification from banks will not be required for e-BGs.

- 50.0 DISCLAIMER: Rates/Costs shown above are as calculated/quoted by the respective Bidder. The 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.

**APPENDIX-I**

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

**To,**  
**M/s. OIL INDIA LIMITED**

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

**Tender Description:** \_\_\_\_\_

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

**Ref:** Tender No. \_\_\_\_\_

- 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 authorised signatory of the bidder)		

**ANNEXURE- DDD**

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.

(iii) The Principal will exclude from the process all known prejudiced persons.

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

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

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

(i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.

(ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

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

and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

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

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

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

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

#### Section 4 -Compensation for Damages

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

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

#### Section 5 -Previous transgression

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Section:9 -Pact Duration

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

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

#### Section:10 -Other provisions

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

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

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

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

..... For the Principal	..... For the Bidder/Contractor
Date :	Witness 1: .....
Place : .....	Witness 2: .....

**Annexure-D**

**COMMERCIAL CHECK LIST**

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

Sl. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
1.0	Whether bid submitted under Single Stage Two Bid System?	
2.0	Whether quoted as manufacturer?	
2.1	Whether quoted as OM Dealer/Supply House.	
2.2	If quoted as OM Dealer/Supply House	
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether Purchase Preference claimed? If so, whether under -	
	(i) PPP-MII (Whether relevant documents uploaded?)	
	(ii) MSE (Whether relevant documents uploaded?)	
4.0	Whether offered firm prices?	
4.1	Whether quoted offer validity of minimum 120 days from the bid closing date of tender?	
4.2	Whether agreed to delivery period as per NIT, i.e., "The successful bidders shall have to ensure that the supply is made positively within 7 days of receipt of the notice from OIL. however, in case of operational exigency, the bidder shall supply within 24 hours of receipt of notice from OIL. Generally, the notice for supply shall be given by OIL's representative over telephone"?	
4.3	Whether agreed to the NIT Warranty clause?	
4.4	Whether confirmed acceptance of tender Payment Terms as per Tender?	
5.0	Whether confirmed to submit PBG as asked for in NIT?	
5.1	Whether agreed to submit PBG within 30 days of placement of order?	
6.0	Whether Price submitted as per Price Schedule?	
7.0	Whether quoted as per NIT (without any deviations)?	
7.0	Whether quoted any deviation?	
7.1	Whether deviation separately highlighted?	

8.1	Whether technical literature / catalogue enclosed?	
8.2	Whether weight & volume of items offered indicated?	
10.1	Road transportation charges up to Duliajan quoted?	
11.0	Whether all BRC/BEC clauses accepted?	
12.0	Whether Integrity Pact with digital signature uploaded?	
12.1	Whether all the clauses in the Integrity Pact have been accepted?	
13.0	Whether indicated 'Local Content' required as per PPP-MII Policy?	
14.0	Whether the Bidder has got the various documents required against BEC/BRC of the tender verified and certified by anyone of the Independent Inspection Agencies for Document verification and has submitted the duly certified documents alongwith the Inspection Certificate issued by the Inspection Agencies as part of their Technical Bids.	
15.0	Whether The Bidder has submitted the Undertaking from Independent Inspection Agencies for Document Verification as per (Proforma – 11) along with the technical bid.	

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

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

**PROFORMA-1**

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

Ref: Financial Criteria of the BEC

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

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

The balance sheet/Financial Statements for the financial year 2024-2025 has actually not been audited as on the Original Bid closing Date.

Place :.....

Date :.....

Signature of the authorized signatory

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

**PROFORMA-2**

**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.

YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) 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 & Registration No.:

Signature

**PROFORMA-3**

**PARENT/ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS  
FINANCIAL STANDING (Delete whichever not applicable)**

**(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

**DEED OF GUARANTEE**

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

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.

3. The Guarantor have an annual financial turnover of minimum INR\_\_\_\_\_ Cr or\_\_\_\_\_ USD during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.

4. Net worth of the Guarantor is positive for preceding financial/ accounting year.

5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder. (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

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

For and on behalf of

For and on behalf of

(Parent/Ultimate Parent/Holding Company)

(Bidder)

(Delete whichever not applicable)

Witness:

Witness:

1.

1.

2.

2.

**ANNEXURE – VII**

**BID SECURITY FORM**

To:  
M/s. OIL INDIA LIMITED,  
MATERIALS DEPARTMENT

Whereas ..... (hereinafter called 'the Bidder') has submitted their Bid No. .... dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Purchaser) 's tender No..... for the supply of ..... (hereinafter called 'the Bid') KNOW ALL MEN by these presents

That we .....of .....having our registered office at ..... (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this .....day of .....

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder, or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity:
  - a) fails or refuses to accept the order; or
  - b) fails or refuses to furnish the performance securityor
3. If the Bidder furnishes fraudulent document/information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/Email) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including \_\_\_\_\_ (Bidder to indicate specific date as mentioned in the tender), and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:  
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs .....
- b) This guarantee shall be valid till .....
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one-year claim period).
- d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

## **ANNEXURE-N**

### **RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH**

#### **SHARES LAND BORDER WITH INDIA:**

Subject to Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

- 1.0 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- 2.0 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3.0 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 4.0 The beneficial owner for the purpose of para 3.0 above will be as under:
  - 4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint majority of the directors or to control the management: or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- 4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership

- 4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement: to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4.4 Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5.0 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6.0 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 7.0 Validity of Registration: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 8.0 Undertaking regarding compliance: The bidders are required to provide undertakings as per Exhibits - I, II along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

**EXHIBIT-I**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**EXHIBIT-II**

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER  
OF TECHNOLOGY**

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

OR

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**EXHIBIT-III**

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY**

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

OR

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

Yours faithfully,

For (type name of the firm here

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**ANNEXURE-K**

**Format of undertaking by Bidders towards submission of authentic information/documents  
(To be typed on the letter head of the bidder)**

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_

To,  
The HOD-Materials  
Materials Deptt,  
OIL, Duliajan

Sir,

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

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**ANNEXURE-L**

**UNDERTAKING FOR LOCAL CONTENT DECLARATION**

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

Tender No.....

We,..... (Name of the bidder) have submitted Bid against Tender No. \_\_\_\_\_ dated \_\_\_\_ for \_\_\_\_\_ .

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021 / 2 / 20 1 7 -PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is \_\_\_\_\_ %.

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024.

If the tendered item does not fall in the list of items as per notification no. FP-20013/2/2017-FP-PNGPart(4) (E-41432) dated 26.03.2024 issued by Ministry of Petroleum and Natural Gas. Bidders to consider the same while calculating the percentage of local content in their offer.

For and on behalf of \_\_\_\_\_

Authorized signatory \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. \_\_\_\_\_

**PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"**

**(To be stamped in accordance with the Stamp Act)**

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

WHEREAS, (Name and address of Contractor) \_\_\_\_\_ (hereinafter called "Contractor") had undertaken, in pursuance of Contact No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we, undertake to pay you, upon your first written demand stating the default/breach committed by the Contractor without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this ISB, and we hereby waive notice of such change, addition or modification.

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 \_\_\_\_\_.

<p><b><u>Witness:</u></b></p>  <hr/> <p>(Signature)</p>  <hr/> <p>(Name)</p>
--

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

**PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

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

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><u>Witness:</u></b>
_____
(Signature)
_____
(Name)

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

**ANNEXURE-P**

**UNDERTAKING FOR BIDDERS FINANCIAL STANDING**

TO,

GM- MATERIALS  
MATERIALS DEPARTMENT  
P.O. DULIAJAN, PIN-786602  
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. \_\_\_\_\_

We, \_\_\_\_\_ (Name of the bidder) have submitted Bid against Tender No. \_\_\_\_\_ dated \_\_\_\_\_ of Oil India Limited.

We hereby undertake that we are not under liquidation, court receivership or similar proceedings and we are not bankrupt.

For and on behalf of \_\_\_\_\_

Authorized signatory \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. \_\_\_\_\_

**ANNEXURE-R**

**UNDERTAKING OF NO EXCEPTION / DEVIATION**

Oil India Limited expects the bidders to fully accept the terms and conditions of the bidding documents.

However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/deviations taken by the Bidders	Remarks
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Signature of the Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Seal of the company