



OIL INDIA LIMITED
MATERIALS DEPARTMENT
DULIAJAN
ASSAM-786602

EMAIL: swarup_majumder@oilindia.in
PH: 0374-2808729

NOTICE INVITING TENDERS

FORWARDING LETTER

Sub: Supply of High-Speed Diesel on “as and when required basis” against Tender No. SSI9120P26/P5 dated 21.04.2025.

Dear Sir(s),

1.0 OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam.

2.0 In connection with its operations, OIL invites Bids for ***PROCUREMENT OF HIGH-SPEED DIESEL for its operations at Field Headquarters (FHQ) and Pipeline Headquarters (PHQ)*** through its e-Procurement site under Single Stage Two Bid System.

The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. The prescribed Bid Forms for submission of bids are available in the *Technical RFX -> External Area -> Tender Documents*.

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

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

Consortiums/Joint venture entities are not eligible to participate against this tender.

The complete bid documents and details for purchasing bid documents, participation in e-tenders is available on OIL’s e-procurement portal **<https://etender.srm.oilindia.in/irj/portal>** as well as OIL’s website **www.oil-india.com**.

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

of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	Type of Bidding	Open Indigenous E-Tender, Single-Stage Two-Bid System
b)	Bid Closing Date & Time	As mentioned in e-tender portal.
c)	Bid (Technical) Opening Date & Time	As mentioned in e-tender portal.
d)	Price Bid Opening Date & Time	Will be intimated to the eligible / qualified Bidders nearer the time.
e)	Bid Submission Mode	Bids must be uploaded online in OIL's e-tender Portal.
f)	Bid Opening Place	Materials Department OIL INDIA LIMITED Duliajan, Assam-786602
g)	Bid Validity	Minimum 120 (One Hundred Twenty) days from Bid Closing date.
h)	Bid Security Amount	Rs. 1,75,04,000.00
i)	Amount of Performance Security	5% of Order value.
j)	Validity of Performance Security	To remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the supplier, including warranty/guarantee/defect liability period (if any).
k)	Integrity Pact	Applicable for this tender.
l)	MSE Purchase Preference	Applicable for this tender
m)	Public Procurement (Preference To Make In India) (PPP-MII)	Applicable for this tender
n)	Document Verification Clause	Applicable for this tender
o)	Banning Policy	Applicable for this tender
p)	Restrictions on procurement from a bidder of a country which shares a land border with India.	Applicable for this tender

3.0 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 Integrity Pact**” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The Integrity Pact has to be returned by the bidder (along with the techno-commercial bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid. In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Shri Tejendra Mohan Bhasin and Shri Ajit Mohan Sharan, IAS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

a) Shri Ram Phal Pawar, IPS (Retd.),

Former Director, NCRB, MHA

Mobile No.: 8017017878

E-mail IDs: rpawar61@hotmail.com; ramphal.pawar@ips.gov.in

b) Dr. Tejendra Mohan Bhasin,

Former Vigilance Commissioner, CVC

E-mail: tmbhasin@gmail.com

c) Shri Ajit Mohan Sharan, IAS (Retd.)

Former Secretary, Ministry of Ayush, Govt. of India

Mob No.: 9810701876

E-mail: ams057@gmail.com

4.0 Performance Security: The successful bidder shall furnish a Performance Security Deposit @5% of the **Individual Purchase Order** value for which supplier shall submit a performance security in the form of a Bank Guarantee (as per prescribed format vide **Proforma-G**) (including e-Bank Guarantee) / Insurance Surety Bonds, account payee Bank Draft/Cashier’s cheque/Banker’s cheque/NEFT/RTGS/ Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (FDR) (account OIL INDIA LIMITED) or irrevocable Letter of Credit (LC) in favour of Oil India Limited before signing the formal Contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the Work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.

5.0 OTHER INFORMATION TO BIDDERS:

The tender will be governed by:

- a) For technical support on various matters, viz. Online registration of

vendors, Resetting of Passwords, submission of online bids etc., vendors should contact OIL's ERP-MM Dept. at following: Tel Nos.: 0374-2807178/ 2807171/ 2807192.

Email-id: erp_mm@oilindia.in and esupport@oilindia.in

b) OIL's office timings are as below:

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

Vendors should contact OIL officials at above timings only.

c) **OIL's Bank Details:**

Bank Details of Beneficiary		
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited

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

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/MT 767 COV for amendment of bank guarantee. [Purchase Order Number should reflect in the SFMS text under MT 760/MT 760 COV] The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

The EMD / Bid Security can also be paid online through new payment gateway (Razorpay) with OIL's e-tender portal. With the advent of this facility, you will be able to pay bid security amount online against OIL's E-tenders through below modes of payment:

1. Net Baking through “**Corporate as well as Personal Banking**” with additional inclusion of major banks.
2. Credit/Debit Card facility.
3. UPI mode of payment through QR code.

Charges are as follows:

Debit card- upto-2K-0.40%+GST and above 2k-0.90%+GST borne by merchant.

Credit card-0.95%+GST borne by card holder.

Net Banking -Rs.8+GST per transaction borne by end user.

UPI- Nil

- d) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E- 01/2005 for E-Procurement of Indigenous Tenders.
- e) Technical specifications and Quantity as per **Annexure-I**.
- f) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents.
- g) Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- h) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set- off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

Special Notes:

1.0 (I)

- a) Bidders who do not have E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit OIL’s E-tender site <https://etender.srm.oilindia.in/irj/portal>.
- i) 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.
- a) **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-21032025-261838 dated 21.03.2025 issued by MINISTRY OF MICRO, SMALL AND MEDIUM**

ENTERPRISE.

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

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.

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

e) The turnover related figures of the bidders claiming as MSE bidders as mentioned above shall be considered based on Bidders self-declarations to be submitted with their bid as per new gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 and amendment No. CG-DL-E-21032025-261838 dated 21.03.2025. 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.

(II) 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.

- a) 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, the following documents shall be given:
- i) Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
 - ii) Certificate of incorporation.
 - iii) Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

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

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

NOTE:

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

- 2.0 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM.**

The bidders are required to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic format in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

- 2.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the RFX Information > Technical Attachment only. The “**TECHNO-COMMERCIAL UNPRICED BID**” shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in** Technical RFX Response, or else the offer will be straightaway rejected.
- 2.2 The “**PRICE BID**” must contain the price schedule and the bidder’s commercial terms and conditions. For price upload area, please refer “NEW INSTRUCTIONS”.
- 2.3 Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in **ATC**.
- 3.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and Due date to **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 authorized signatory of the bidder and to be submitted in Duplicate.
- 4.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 5.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above-mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 6.0 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 7.0 **Single Stage Two Bid System** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.
- 8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **ATC**. 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.

- 9.0** 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.
- 10.0** Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 11.0** Bidders are requested to refer to the enclosed **Annexure – BBB** for the Taxes and Duties clauses under GST regime.
- 12.0** Delivery/collection Instructions in cases where transportation is in OIL's scope:
- (i) The suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.
 - (ii) Consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.
 - (iii) The name of OIL's current authorized transporter is M/s Western Carriers (India) Ltd. Bidders' are requested to note the above delivery/collection instructions while submitting their offers.
- 13.0** While submitting the offers bidders are requested to refer to the enclosed Annexure – BBB (Price Bid Format and Evaluation Criteria).
- 14.0** 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.
- 15.0** 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.
- 16.0 ONLINE VIEWING OF PRICE BY BIDDERS:** For convenience of the qualified bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein,

if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven days from the date of Price-Bid opening of thee-tender.

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

17.0 Banning Policy: Revised Banning Policy dated 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

18.0 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).

19.0 Restrictions on procurement from a bidder of a country which shares a land border with India:

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

requested to be guided by the Clauses stipulated in the enclosed Annexure-N of this GeM Bid. In this respect, the format of Undertaking to be submitted by the bidders is given vide **Proformas E(I) and E(II)** of this tender.

20.0 SETTLEMENT OF DISPUTES:

20.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

20.01.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

20.01.2 A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days’ notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

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

20.01.4 The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Up to Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

20.01.05 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.

20.01.06 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.

20.01.07 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.

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

20.01.09 If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

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

20.01.10 Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

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

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

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

20.01.14 Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

20.03 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.

20.04 Resolution of disputes through conciliation by OEC:

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee (OEC) to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder –

1.1.1 The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify

all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

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

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

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

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

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

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

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

1.1.9 The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

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

1.1.11 The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.

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

21.0 Tax Collected at Source (TCS):

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit. Payment towards applicable TCS u/s 206C (1 H) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice slating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time. However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS. if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1 H) of Income tax Act, 1961.

22.0 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSEs) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS) PLATFORM.

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

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

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

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TreDS platform for discounting their (MSE Vendor's) invoices.

Notes:

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

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

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

24.0 Applicability of Banning Policy of Oil India Limited: Revised Banning Policy dated 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

25.0 SET-OFF: Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order may be appropriated by Oil India Limited and set-off against any claim of

Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

26.0 DOCUMENT VERIFICATION CLAUSE:

Bidders to note that “ANNEXURE-L” incorporating the “Document Verification Clause” has been attached herewith. All bidders must comply with the stipulations of the “Document Verification Clause” while submitting their offers against the tender.

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points (16.0 & 17.0) and also please refer “**New Vendor Manual (effective 01.03.2019)**” available in the login Page of the OIL’s E-tender Portal.



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

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(SWARUP MAJUMDER)
Chief Manager Materials-IP
for Dy. General Manager (Materials- IP)
for General Manager Materials-HoD

CHAPTER- 2

COMMERCIAL CHECKLIST, BEC-BRC, ADDITIONAL TERMS & CONDITIONS (ATC) & PROFORMAS APPLICABLE FOR THE TENDER

COMMERCIAL CHECKLIST

Bidder's Name: _____

SUB: Supply of High-Speed Diesel at FHQ & PHQ.

*This Questionnaire duly filled in by the bidder should be uploaded along **with Un-priced Technical Bid.***

Sl. No.	Description	Bidder's Confirmation (Complied/Not Complied)
1	Bidder's Name and address:	
2	Bidder Confirms that they accept to deliver the materials as per tender specifications.	
3	Bidder confirms that NO deviations to BEC/BRC, Terms & Conditions as specified in the Tender is taken.	
4	Bid Security is applicable in this tender.	
5	Bidder confirms to Submit PBG @ 5% of the PO value as per Tender's requirement.	
6	Bidder confirms that the offer shall remain valid for acceptance up to One Hundred Twenty (120) days from final Bid Due Date/Date of opening of bids.	
7	Bidder confirms that currency of quoted prices is Indian Rupees.	
8	Confirm that you have submitted all documents as mentioned in the Tender/Annexures.	
9	Confirm acceptance to all terms & conditions of the Tender.	
10	Confirm that all correspondence must be in English Language only.	
11	Indicate Name & Contact No. of person signing the bid. (Telephone/Fax/E-mail)	
12	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
13	Bidder Confirms to the Document Verification Clause	
14	Please indicate the following:	

	a) PAN No. b) GST Regn. No. c) MSME Registration No. (if any). d) Product Name and Brand Offered against the tender.	
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*Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered **overriding and final and any other deviation indicated elsewhere shall be treated as redundant.***

(Signature of Authorized Signatory)

(Name of Authorized Signatory)

(Designation of Authorized Signatory)

(Office Seal)

Sl. No.	<u>Bid Requirement</u>	Bidder's Response (Complied/Not Complied) Reference to any document attached along with the bid)
<p align="center"><u>BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)</u></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>		
A	<u>TECHNICAL</u>	
A.1	Bidders must be an original producer of High-Speed Diesel (HSD) of Grade BS-VI/Euro-VI .	
A.2	<p><u>Bidders' Experience Criteria:</u></p> <p>Bidder must have the experience of Successfully executing at least 01 (one) similar order for supply of minimum 50% of the Tendered quantity to any Central/State Govt. Organization/PSU/Public Limited Company during the last 05 (five) years preceding the original Bid Closing Date.</p> <p><u>Similar Order means: Purchase Order/Memorandum of Understanding/Agreement/Contract for supply of High-Speed Diesel of Grade BS-IV/Euro-IV or higher in bulk through tankers.</u></p>	
A.3	<p><u>Note to Bidders Regarding Experience Criteria:</u></p> <p>Documentary evidence in respect of the above should be submitted along with the techno-commercial bid in the form of copies of relevant Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders, such as –</p> <p>(i) Satisfactory Supply Completion / Installation Report (OR)</p> <p>(ii) Consignee Receipted Delivery Challans (OR)</p> <p>(iii) Tax Invoices issued under relevant rules of Central Excise / VAT/ GST (OR)</p> <p>(iv) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p> <p><u>Note:</u></p> <p>a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender.</p>	

	<p>However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.</p> <p>b) Satisfactory supply / completion / installation report (if submitted) should be issued on client's official letterhead with signature and stamp.</p> <p>c) A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BRC.</p>	
A.4	Bidder must submit an undertaking along-with the techno-commercial bid stating that, in the event of an order against this tender being placed on them, they shall execute the supply within 48 Hours of receipt of intimation from OIL.	
B	<u>FINANCIAL:</u>	
B.1	Annual Financial Turnover of the Bidder during any of preceding 03 (three) financial/ accounting years from the original bid closing date should be at least Rs.43.76 Crores (Rupees Forty-Three Crores Seventy-Six Lakhs Only).	
B.2	<p>The Net worth of the bidder should be positive for the financial / accounting year preceding the original Bid Closing Date.</p> <p>Note: The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.</p>	
	<p><u>Note to Clause B.1 & B.2:</u></p> <p>a) 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/ within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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,</p>	

the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-A.**

b) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:

i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in **Proforma- B.**

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.

iii)In case the bidder is 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 has to provide documentary evidence for the same.

iv) Mention of UDIN (Unique Document Identification Number) is mandatory for all certificates, tax audit reports etc. issued by Chartered Accountant as per the notifications issued by the Institutes of Chartered Accountant of India (ICAI).

B.3	<p>In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent / ultimate parent / holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent / ultimate parent / holding company, then following documents need to be submitted:</p> <p>i) Turnover of the parent / ultimate parent / holding company should be in line with requirement.</p> <p>ii) Net Worth of the parent / ultimate parent / holding company should be positive in line with the requirement.</p> <p>iii) Corporate Guarantee (as per PROFORMA-C) on parent / ultimate parent / holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project / job in case the same is awarded to them.</p> <p>iv) Document of subsidiary company being 100% owned subsidiary of the parent / ultimate parent / holding company.</p>	
C	<u>COMMERCIAL:</u>	
C.1	Validity of the bid shall be minimum 120 days from the Bid Closing Date.	
C.2	<p><u>Bid security:</u></p> <p>The bid must be accompanied by Bid Security of Rs.1,75,04,000.00 in OIL's prescribed format (PROFORMA - I) 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 (HoD), Materials Department, Kind Attention: Swarup Majumder, Chief Manager Materials (IP), Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender.</p> <p>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.</p> <p>a) In case of the Bid Security is 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 on or before the Bid closing date and time, failing which the bid</p>	

shall be rejected 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 – Swarup Majumder, Chief MANAGER MATERIALS, OIL INDIA LIMITED, DULIAJAN- 786602, ASSAM.**

b) 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

c) 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- P.***

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.

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

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

Beneficiary details for issue of e-BG are:

Sl No	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	Swarup_majumder@oilindia.in
5	Mobile No.	9707128971
6	Local Address	Materials Department, Oil India Limited, Duliajan - 786602
7	Registered Address	Duliajan, Dibrugarh , Assam- 786602

The e-BG submitted as Bid Security is normally to remain valid for a period of 45 (forty-five) days beyond the bid validity period.

INSTRUCTIONS FOR SUBMISSION OF BID SECURITY

i) Bid 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 Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

iii) 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.

iv) Bank Guarantee with condition other than those mentioned in OIL's prescribed format/GeM Bank Guarantee format shall not be accepted.

v) 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.

vi) The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

vii) 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.

viii) 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.

ix) 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:

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) 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	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

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

xi) 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.

xii) 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.

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 following categories of sellers shall, however, be exempted from furnishing Bid Security:

a) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process.

b) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

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

<p>C.3</p>	<p>Bids are invited under “Single Stage Two Bid System”. Bidders must submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.</p>											
<p>C.4</p>	<p><u>Performance Security:</u></p> <p>a) Successful bidder will be required to furnish a Performance Bank Guarantee @ 5% of the order value with validity as mentioned in the tender document within 15 days of receipt of the 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 must be submitted exactly as per PROFORMA – G.</p> <p>The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:</p> <p>(i) MT 760/MT 760 COV for issuance of bank guarantee.</p> <p>(ii) MT 760/MT 767 COV for amendment of bank guarantee.</p> <p>[Order Number should reflect in the SFMS text under MT 760/MT 760 COV]</p> <p>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:</p> <table border="1" data-bbox="402 1566 1010 1890"> <thead> <tr> <th colspan="2">Bank Details of Beneficiary</th> </tr> </thead> <tbody> <tr> <td>Bank Name</td> <td>ICICI BANK LTD.</td> </tr> <tr> <td>Branch Name</td> <td>DULIAJAN</td> </tr> <tr> <td>Branch Address</td> <td>KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602</td> </tr> <tr> <td>IFSC Code</td> <td>ICIC0000213</td> </tr> </tbody> </table>	Bank Details of Beneficiary		Bank Name	ICICI BANK LTD.	Branch Name	DULIAJAN	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602	IFSC Code	ICIC0000213	
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Unique identifier code (Field 7037)	OIL503988890
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.

i. Bank Guarantee in the prescribed OIL's format valid for 90 days beyond the date of completion of all contractual obligations of the supplier, including warranty/guarantee/defect liability period (if any).

ii. 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.

iii. 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.

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

v. 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.

vi. 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.

vii. 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.

viii. 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.

ix. 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.

x. 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.

xi. 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).

b) 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- Q**.

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.

c) 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

C.5 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.

C.6.	All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (<i>e-commerce application</i>) 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.	
C.7.	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.	
C.8.	Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.	
C.9.	<u>Integrity Pact:</u> 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 submitted by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.	
C.10	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) Original Bid Security not received within the stipulated date & time mentioned in the Tender. c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender. d) In case the Party refuses to sign Integrity Pact. e) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.	
	<u>NOTE: FOR CLAUSE NOS. C.2. & C.4 OF BID SECURITY/EMD AND PBG</u> 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,	

	<p>along with the original bank guarantee in OIL's tender issuing office:</p> <p>“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:</p> <p>(i) MT 760 / MT 760 COV for issuance of Bank Guarantee</p> <p>(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee</p> <p>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.</p> <p>The Bank details are as under: Bank Details of Beneficiary: - A) Bank Name: ICICI BANK LTD. B) Branch Name: DULIAJAN C) Branch Address: KUNJA BHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602 D) IFSC Code: ICIC0000213 E) Unique identifier code (Field 7037): OIL503988890 F) Company name: Oil India Limited G) Swift Code: ICICINBBXXX</p> <p>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.</p>	
D)	<p><u>BID EVALUATION CRITERIA (BEC):</u></p> <p>The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidence pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below.</p> <p>The original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.</p>	
i)	<p><u>TECHNICAL:</u></p> <p>Bids shall be evaluated strictly as per NIT specifications, terms, and conditions.</p>	

ii)	<u>COMMERCIAL:</u> a) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer. b) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "priced bid". c) 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.	
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<u>Sl. No.</u>	<u>Bid Requirement</u>	Bidder's Response (Complied/Not Complied) Reference to any document attached along with the bid)
<u>GENERAL TERMS FOR THE BIDDERS</u>		
1.0	Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.	
2.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications.	
2.1	Bidders confirm that they have all instructions of this tender and amendments issued (if any) and confirm to all terms & conditions of the Tender.	
3.0	<p>The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @ 12% will be applicable (if the actual GST as per HSN is more than 12%) against supply of goods as per Govt. Policy in vogue. Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for Indigenous Supplies Certificate (ISC) at least 45 days prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.</p> <p>Bidder(s) must note that above concessional GST shall be applicable only against supply of goods. GST against other services including installation /commissioning, if any, involved in the tender shall be as per HSN/SAC.</p> <p>Note: Indigenous Supplies Certificate shall be issued by OIL, only if the actual applicable GST as per HSN of the item quoted is more than 12%.</p>	Not Applicable for the tender.

4.0	<p><u>MICRO AND SMALL ENTERPRISES (MSE)</u></p> <p>MICRO Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No.CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DLE-16062021-227649 dated 16th June,2021 and Amendment vide Gazette Notification no. CG-DL-E-21032025-261838 dated 21.03.2025 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <p>Udyam Registration Number with Udyam Registration Certificate.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</p>	
4.1	<p>For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturer of tendered item (Primary Product Category) and registered with the appropriate authority for the said item(s).</p>	

5.0	<p><u>TAX COLLECTIBLE AT SOURCE (TCS):</u></p> <p>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.</p> <p>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:</p> <p>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</p> <p>b) Total supply of goods to OIL in FY.....(As applicable) exceeds Rs. 50 Lakh and</p> <p>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</p> <p>d) TCS certificate as provided in the Income Tax Act will be issued to OIL in time.</p> <p>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.</p> <p>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.</p>	
6.0	<p><u>INTEGRITY PACT:</u></p> <p>The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-D 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 has been signed by the bidder's authorized signatory who</p>	

	<p>sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL's Independent External Monitors at present are as under:</p> <p>a) Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail: tmbhasin@gmail.com</p> <p>b) Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA E-mail IDs: rpawar61@hotmail.com ramphal.pawar@ips.gov.in</p> <p>c) Shri Ajit Mohan Sharan, IAS (Retd.) Former Secretary, Ministry of Ayush, Govt. of India Mob No.: 9810701876 E-mail: ams057@gmail.com</p> <p>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 organization may take further action as per the terms and conditions of the contract.</p>	
7.0	<p><u>PREFERENCE TO MAKE IN INDIA (MII):</u></p> <p>Department for Promotion of Industry and Internal Trade (DPIIT), has issued the revised 'Public Procurement (Preference to Make in India), Order 2017" vide Order no. No. P-45021/2/2017-PP (BE-II) dated 04.06.2020. Bidders are requested to go through the policy and its subsequent amendments, if any, and take note of the same while submitting their offer.</p> <p>1) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They</p>	

	<p>shall also give details of the location(s) at which the local value addition is made. Such undertaking shall become a part of the contract.</p> <p>II) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>	
8.0	<p><u>RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:</u></p> <p>Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 and amended vide O.M. No. F.7/10/2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/7 (4)/2017-Fin dated 24.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.</p> <p>(1) 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.</p> <p>(2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any</p>	

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) "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) The beneficial owner for the purpose of para (3) above will be as under:

(i) 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.

(ii) 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,

<p>has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>(iii) 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;</p> <p>(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>(v) 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.</p> <p>(5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>(6) 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.</p> <p>(7) 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.</p> <p>(8) Undertaking regarding compliance: The bidders are required to provide undertakings as per EXHIBIT-E(I), E(II) & E(III) along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.</p>	
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9.0	<p><u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u></p> <p>Banning Policy of Oil India Limited (Revised on 17.03.2023 in line with the provisions of Office Memorandum No. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance) as uploaded in OIL's website and revised guidelines will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.</p> <p>The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening /evaluation /Award of Work.</p> <p>The bidder shall fill up and submit proforma of declaration of Blacklisting/Holiday Listing (PROFORMA - F) along with the technical bid.</p>	
10.0	<p><u>MODIFICATION / AMENDMENT OF TENDER DOCUMENT:</u></p> <p>At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.</p>	

11.0	The tender has been floated in GeM portal under Single Stage Two Bid System. Therefore, bidder must not disclose their prices in their technical offer. The technical bid shall contain all techno-commercial details except the prices/costs. Bidder must note that disclosure of price in technical bids shall lead to rejection of the offer.	
12.0	All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including freight, insurance, loading and unloading.	
13.0	The vendor/bidder/supplier/service provider has to make his own arrangements for transportation, accommodation and any other expenses of its personnel when visiting OIL's office/premises/site within the scope of the solution. All expenses of vendor's/bidder's/supplier's/service provider's personnel during execution of the job/contract/order/scope of work shall be to vendor's account.	

14.0

PERFORMANCE SECURITY:

b) Successful bidder will be required to furnish a Performance Bank Guarantee @ **5% of the order value with validity as mentioned in the tender document**. The Performance Security must be submitted exactly as per **PROFORMA - G**. Bidder must confirm the same in their Technical Bid.

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.

[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	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
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.

- 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

	<p>Paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.</p> <p>iii. Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
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- 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).

d) 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- Q**.

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.
- e) 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

15.0

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.

Bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format (**PROFORMA - I**) as Bank Guarantee (BG) or Online payment. (Refer GeM GTC for details).

f) In case of the Bid Security is 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 on or before the Bid closing date and time, failing which the bid shall be rejected without making any

reference to the bidder. This is in supersession of GeM GTC allowing for submission of hard copy of bid security / EMD within 5 days of Bid Closing Date.

A bid shall be rejected straightway if Bid Security/EMD (in the form of bank Guarantee) received with-

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

AND/OR

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

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 – Swarup Majumder, SR. MANAGER MATERIALS, OIL INDIA LIMITED, DULIAJAN-786602, ASSAM.**

g) 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

h) 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- P.**

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.

INSTRUCTIONS FOR SUBMISSION OF BID SECURITY

- i.** Bid 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 Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

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.

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

The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

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.

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.

ix. 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:

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) 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	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

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

x. 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.

xi. 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.

16.0	<ul style="list-style-type: none"> (i) Bid Security: shall be submitted as mentioned in the Tender (ii) PBG: Shall be submitted as per tender within 15 days from placement of order in case of award. (iii) Delivery period: As per tender (iv) Payment terms: As per tender (v) Exception / Deviation: Nil (vi) Warranty: As per tender (vii) Packing, forwarding: Included as required in the tender. (viii) TPI charges: Included in the tender, if applicable. (ix) Transportation & transit insurance up to destination: Included as required in the tender. (x) Loading & unloading at site: Included as required in the tender. <p>Bidder must confirm compliance as mentioned above in toto. Exception/Deviation to above terms & conditions are not acceptable.</p>	
17.0	<p>NUMBER OF DESPATCHES: Unless otherwise mentioned, the total quantity for a particular consignee and / or for a specified delivery schedule shall be supplied / delivered in 01 (One) Lot. OIL reserves the right for non-acceptance of delivery of part quantity and shall have no liability for any loss to the supplier in case of such rejection of part delivery.</p>	
18.0	<p>DELIVERY TIMING: Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below:</p> <ul style="list-style-type: none"> a) Monday to Friday: (i) Slot-1: 08.00 AM to 10.00 AM (ii) Slot-2: 12.30 PM to 02.00 PM b) Saturday: 08.00 AM to 10.00 AM <p>Note: No delivery shall be made on Sunday / National Holidays</p>	
19.0	<p>PACKING: Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.</p>	

20.0	<p>SET-OFF: Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).</p>	
21.0	<p><u>FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.</u></p> <p>Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.</p> <p>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.</p> <p>ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.</p> <p>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</p>	

	<p>contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices. Note: (i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller). (ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).</p>	
22.0	<p><u>SAFETY PRACTICES:</u> -</p> <p>(i) The successful bidder shall abide by all safety and security rules and regulations existing in the OIL's Installations. The successful bidder shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc. The successful bidder shall be required to take work permit from respective shift in charges for each day and each shift for all kind of jobs. There can be instances of not getting permits, withdrawing of permits already issued at any stage of work due some operational safety and security reasons. For any stoppage of work for such reasons no claim whatsoever will not be considered.</p> <p>(ii) Stand by firefighting equipment will be deployed at the work site by OIL. However, at least two of the successful bidder's personnel deployed for the work must be capable of handling the firefighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the successful bidder's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.</p> <p>(iii) Any compensation arising out of the job carried out by the successful bidder whether related to pollution, Safety or Health will be paid by the successful bidder only.</p> <p>(iv) Any compensation arising due to accident of the successful bidder's personnel while carrying out the job, will be payable by the successful bidder.</p> <p>(v) The successful bidder shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL.</p> <p>(vi) In case the successful bidder is found non-compliant of HSE laws as required, the company will have the right for directing the successful bidder to take action to comply with the requirements, and for further non-compliance, the</p>	

	<p>successful bidder will be penalized as per prevailing relevant Acts/ Rules/ Regulations.</p> <p>(vii) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures, Company will have the right to direct the successful bidder to cease work until the non-compliance is corrected.</p> <p>(viii) All safety gears like safety boots, helmets, safety belts, hand gloves, safety goggles, gas masks etc. required for carrying the job in a safe manner shall be arranged by the successful bidder. In case the successful bidder fails to provide the safety gears, the same will be provided by OIL and the cost of such safety items will be deducted from the successful bidder's bills.</p> <p>(ix) CLEARANCE OF SITE: - As a part of the job, the successful bidder shall completely remove all the temporary/ disposable materials if needed while execution of work or after completion of work at his own cost and dispose off the same as directed by Engineer-in-Charge.</p> <p>(x) The successful bidder shall maintain first aid facilities for its employees. All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of the successful bidder's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.</p> <p>(xi) The successful bidder shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work, the successful bidder shall consult with Employer's safety Engineers and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this job or to any of the Employer's existing property.</p>	
23.0	<p><u>SETTLEMENT OF DISPUTES:</u></p> <p><u>1.1 Arbitration (Applicable for Suppliers/ Contractors other than PSU and MSME):</u></p> <p>1.1.13 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same</p>	

shall be referred to Arbitration as provided hereunder.

1.1.14 A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

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

1.1.16 The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh upto Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding arbitrator, by the two Arbitrators.

1.1.17 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.

1.1.18 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.

1.1.19 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.

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

1.1.21 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:

1. 20% of the fees if the claimant has not submitted statement of claim.
2. 40% of the fees if the pleadings are complete.
3. 60% of the fees if the hearing has commenced.

1.1.22 Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

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

	<p>1.1.24 The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.</p> <p>1.1.25 The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.</p> <p>1.1.26 Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.</p> <p>1.2 <u>Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):</u></p> <p>1.2.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.</p> <p>1.2.2 A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.</p> <p>1.2.3 Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.</p> <p>1.3 <u>Arbitration (Applicable to Micro, Small and Medium Enterprise)</u></p>	
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1.3.1 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.

1.4 Resolution of disputes through conciliation by OEC

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee (OEC) to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder –

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

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

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

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

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

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

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

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

1.4.9 The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

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

	<p>1.4.11 The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.</p> <p>1.4.12 Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.</p> <p>1.5 Exclusions: Parties agree that following matters shall not be referred to conciliation or arbitration:</p> <p>1.5.1 Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings or 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.</p> <p>1.5.2 Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provision of Integrity Pact executed between OIL and the Bidder/Contractor.</p> <p>1.5.3 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.</p> <p>1.5.4 Any claim which is less than Rs. 25 Lakh.</p>	
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24.0	<p><u>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:</u></p> <p>If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per PROFORMA - I along with their offer failing which their offer shall be liable for rejection.</p>	
25.0	<p><u>BIDDERS FINANCIAL STANDING:</u></p> <p>The bidder should not be under liquidation, court receivership or similar proceedings and should not be bankrupt. Bidder to upload undertaking (PROFORMA-J) to this effect with bid.</p>	
26.0	<p><u>UNLOADING FOR BULKY/HEAVY ITEMS:</u></p> <p>All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF BULKY/HEAVY ITEMS ONLY. Supplier shall depute adequate crew, who has experience of unloading of such items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.</p> <p><i>OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within 50 km from Duliajan.</i></p>	

PROFORMA – A

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED
SIGNATORY OF THE BIDDER**

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

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

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

Place:

Date: (Signature of the authorized
signatory)

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

PROFORMA-B

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 upto_____ are correct.

YEAR	TURNOVER (In INR Crores)	NET WORTH (In INR Crores)

Place:

Date:

Seal:

Membership Code:

Registration No.:

Signature:

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

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

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for..... and M/s (*Bidder*) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company (*Delete whichever not applicable*)] and

whereas Parent/Ultimate Parent/Holding Company (*Delete whichever not applicable*) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

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

1.0 The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.

2.0 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.

3.0 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.

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

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

6.0 The Guarantor represents that:

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

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

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

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

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

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

Witness:

- 1.
- 2.

for and on behalf of (Bidder)

Witness:

- 1.
- 2.

~~~~~

**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 **SSI9120P25/P5 (Tender No.)**. 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**

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

(i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender

process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.

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

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

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

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

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

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

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

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

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

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

**1)** If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is

entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

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

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

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

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

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

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

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

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

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

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

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

- (1) The Principal will enter into Pacts on identical terms with all bidders.
- (2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the

Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

**Section:9 -Pact Duration**

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

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

**Section:10 -Other provisions**

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

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

**(3)** In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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

Sd/-

**Swarup Majumder  
Chief Manager Materials (IP)  
For the Principal**

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

**Date: 21.04.2025  
Place: Duliajan**

Witness 1:  
.....

Witness 2:  
.....

**PROFORMA – E(I)**

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

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

**Ref. No.**

**Date:**

**OIL's Tender No./GEM Bid No. & Date:**

**To,  
OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM**

**Dear Sir(s),**

We, M/s ..... **(Name of bidder)**, 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)

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF  
SUB-CONTRACTING**

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

**Ref. No.**

**Date:**

**OIL's Tender No./GEM Bid No. & Date**

**To,  
OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM**

**Dear Sir(s),**

We, M/s ..... **(Name of bidder)**, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For **(type name of the firm here)**

Signature of Authorised Signatory Name:

Designation:

Phone No. Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

**(To be typed on the letter head of the bidder)**

**Ref. No.**

**Date:**

**OIL's Tender No./GEM Bid No. & Date:**

**To,  
OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM**

**Dear Sir(s),**

We, M/s ..... **(Name of bidder)**, 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 ..... **(Name of bidder)**, 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)

**PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING**

**To,  
General Manager- Materials-HoD  
Materials Department  
P.O. DULIAJAN,  
PIN-786602  
DIST. DIBRUGARH, ASSAM, INDIA**

Dear Sir(s),

Sub: OIL's Tender No.

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by OIL India Limited, nor any inquiry is pending by Oil India Limited in respect of corrupt or fraudulent practice.

It is understood that if this declaration is found to be false in any particular, Oil India Limited shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing) available to Oil India Limited.

For and on behalf of

Authorized signatory

Name:

Designation:

Contact No.:

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FORMAT FOR PERFORMANCE BANK GUARANTEE

To,
General Manager- Materials-HoD
Materials Department
P.O. DULIAJAN,
PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

WHEREAS (Name and address of Seller) (hereinafter called “Seller”) had undertaken, in pursuance of Purchase order no. to execute (Details of GEM Contract No./Purchase Order and Brief Description of the Work) (hereinafter called “the Purchase Order”).

AND WHEREAS it has been stipulated by you in the said Purchase Order that the Seller shall furnish you with a Bank Guarantee as security for compliance with Seller’s obligations in accordance with the Purchase Order.

AND WHEREAS we, (**incorporate the Bank Name**) have agreed to give the Seller such a Bank Guarantee;

NOW THEREFORE, we, hereby affirm that we are Guarantors on behalf of the Seller, up to a total of (Amount of Guarantee in figures) (in words), such amount being payable in the types and proportions of currencies in which the Purchase Order price is payable, and we undertake to pay you, upon your first written demand and 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 Seller before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Purchase Order 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 guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until theday of.....

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 Contract Person at the Controlling Office with Mobile No.
and e-mail address:

Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall is 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 Bank Guarantee 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 (one) 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 the Bank:

Address:

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**UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE**

**To,  
Oil India Limited,  
Materials Department,  
Duliajan, Assam - 786602**

We, M/s ..... are submitting the Bid Security/Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No ..... for an amount of Rs. .... valid up to ..... as per terms and conditions of Tender / Contract No.....

**BG issuing bank details:**

Bank:  
Branch:  
IFS Code:

**Contact Details**

E-mail Addresses:

Mobile No.:  
Telephone No.:  
Fax No.:

**Correspondence Address**

H. No/Street/City:

**State:** Country:

**PIN CODE:**

**Declaration:**

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature:

Name:

Vendor Code:

Email ID:

Mobile No.:

Enclosure: Original bank guarantee

**Format of Bid Security Declaration to be submitted by bidders along with the offer.**  
**(To be typed on the letter head of the bidder)**

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

Date

**Sub: BID SECURITY DECLARATION**

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

To,  
**The General Manager-Materials (HOD)**  
**Materials Department**  
**OIL, Duliajan-786602**

Respected Sir/Madam,

We declare that if we withdraw or modify the Bids during the period of validity, or if the contract is awarded to us and we fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/order, we will be put on suspension by OIL for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

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)

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

(To be stamped in accordance with the Stamp Act)

|                                                                                   |                                                                                                                              |  |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|--|
| <b>To</b><br><br><b>M/s OIL INDIA LIMITED,<br/>Duliajan, Assam<br/>PIN-786602</b> | <b>Insurance Surety Bond (ISB) No.</b>                                                                                       |  |
|                                                                                   | <b>Date of ISB:</b>                                                                                                          |  |
|                                                                                   | <b>ISB Valid up to (Expiry date)</b>                                                                                         |  |
|                                                                                   | <b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b> |  |
|                                                                                   | <b>Stamp Sl. No./e-Stamp Certificate No.</b>                                                                                 |  |

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

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer.

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

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or

5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:
  - a) The Insurer’s liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . .
  - b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ and any extension(s) thereof; and
  - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ..... (indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

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

**Witness:**

---

(Signature)

---

(Name)

---

(Designation & Official Address)

**Issuing Authority:**

---

(Signature of the Authorised Signatory)

---

(Name)

---

(Designation with Insurer Stamp)

Authorised Vide  
 Power of Attorney No.....  
 Date.....

**PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE GUARANTEE"**

(To be stamped in accordance with the Stamp Act)

|                                                                                   |                                                                                                                              |  |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|--|
| <b>To</b><br><br><b>M/s OIL INDIA LIMITED,<br/>Duliajan, Assam<br/>PIN-786602</b> | <b>Insurance Surety Bond (ISB) No.</b>                                                                                       |  |
|                                                                                   | <b>Date of ISB:</b>                                                                                                          |  |
|                                                                                   | <b>ISB Valid up to (Expiry date)</b>                                                                                         |  |
|                                                                                   | <b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b> |  |
|                                                                                   | <b>Stamp Sl. No./e-Stamp Certificate No.</b>                                                                                 |  |

WHEREAS, (Name 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:

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

d) 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 \_\_\_\_\_.

**Witness:**

---

(Signature)

---

(Name)

---

(Designation & Official Address)

**Issuing Authority:**

---

(Signature of the Authorised Signatory)

---

(Name)

---

(Designation with Insurer Stamp)

Authorised Vide  
Power of Attorney No.....  
Date.....

**DOCUMENT VERIFICATION CLAUSE**

Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (four) years with effect from 11.06.2024 to verify and certify of various documents required against BEC/BRC of the tender:

- i. M/s. Dr. Amin Controllers Privat Limited
- ii. M/s. TUV India Private Limited
- iii. M/s. Conformity India International Pvt. Ltd.
- iv. M/s. Ravi Energic Pvt. Ltd.
- v. M/s. SGS India. Pvt. Ltd
- vi. M/s. Assure Quality Management Certification Services Pvt. Ltd.
- vii. M/S.IRCLASS System and Solutions Pvt. Ltd
- viii. M/s. TÜV Rheinland (India) Pvt. Ltd.
- ix. M/s. Gulf Lloyd Industrial Services(I) Pvt. Ltd
- x. M/s. Baltic Testing India Pvt.Ltd.
- xi. M/s. Sanmarg Engineering Validation & Assesment Pvt.Ltd.
- xii. M/s. Meenar Global Consultants LLP
- xiii. M/s. Rites Limited
- xiv. M/s. Bureau Veritas(India) Pvt.Ltd.
- xv. M/s. TUV SUD South Asia Pvt.Ltd.
- xvi. M/s. Adornment Engineers India Pvt. Ltd.
- xvii. M/s. TCRC Inspections Pvt.Ltd.

2.0 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

3.0 As mentioned above, Bidder(s) have to submit the verified documents

along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

4. The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:

**a)** Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL**. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.

**b)** Verification of documents are normally categorised as under:

➤ **General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company – last three years (minimum)
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

➤ **Additional Documents : ( If applicable against the tender)**

- Joint Ventures Agreements – To Double-check with JV Partners
- Consortium Agreements – To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern

➤ **Technical Criteria:**

- Experience Proof –To check Original Work Order as per BEC /criteria
- To check Company Name.
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too).
- To check the Execution period
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

➤ **Financial Criteria:**

• Check Audited Balance Sheet – Turnover as per BEC along with the bidder’s compliance with respect to the following clause:  
Considering the time required for preparation of Financial Statements, if the last date of the preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that ‘the balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the case may be) has actually not been audited as on the Original bid closing date as per format’.

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.
- To check the Line of Credit, if incorporated in the tender.

**E-MAIL IDS OF THIRD-PARTY INSPECTION AGENCIES FOR  
DOCUMENT VERIFICATION:**

| <b>SL.NO</b> | <b>NAME OF INDEPENDENT INSPECTION AGENCY</b>                    | <b>CONTACT E-MAIL ID</b>                                                                                                                                                                                                 |
|--------------|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.           | M/s. Dr. Amin Controllers Privat Limited                        | rkjain@rcaindia.net;<br>pradeep.mathur@rcaindia.net<br>info@rcaindia.net                                                                                                                                                 |
| 2.           | M/s. TUV India Private Limited                                  | noida@tuv-nord.com;<br>mumbai@tuv-nord.com<br>salim@tuv-nord.com                                                                                                                                                         |
| 3.           | M/s. Conformity India International Pvt. Ltd.                   | mktg@ciindia.in                                                                                                                                                                                                          |
| 4.           | M/s. Ravi Energic Pvt. Ltd.                                     | baroda@ravienergic.com<br>tapia@ravienergic.com                                                                                                                                                                          |
| 5.           | M/s. SGS India. Pvt. Ltd                                        | dhaval.vora@sgs.com<br><a href="mailto:sgs.india@sgs.com">sgs.india@sgs.com</a>                                                                                                                                          |
| 6.           | M/s. Assure Quality Management Certification Services Pvt. Ltd. | aqmes@aqmes.com                                                                                                                                                                                                          |
| 7.           | M/S.IRCLASS System and Solutions Pvt. Ltd                       | Industrial_services@irclass.org<br><a href="mailto:bhaves.h.satam@irclass.org">bhaves.h.satam@irclass.org</a>                                                                                                            |
| 8.           | M/s. TUV Rheinland (India) Pvt. Ltd                             | shailesh.deotale@ind.tuv.com<br>Kaushal.gohil@ind.tuv.com<br>info@ind.tuv.com<br>ravi.kumar@ind.tuv.com                                                                                                                  |
| 9.           | M/s. Gulf Lloyd Industrial Services(I) Pvt. Ltd                 | contact@gulflloyds.com<br>inspection@gulflloyds.com                                                                                                                                                                      |
| 10.          | M/s. Baltic Testing India Pvt.Ltd.                              | <a href="mailto:office@balticcontrolindia.com">office@balticcontrolindia.com</a>                                                                                                                                         |
| 11.          | M/s. Sanmarg Engineering Validation & Assesment Pvt.Ltd.        | Amrita@sanmargeva.com                                                                                                                                                                                                    |
| 12.          | M/s. Meenar Global Consultants LLP                              | <a href="mailto:sales@mgcllp.in">sales@mgcllp.in</a>                                                                                                                                                                     |
| 13.          | M/s. Rites Limited                                              | nrinspn@rites.com<br>info@rites.com<br>sbu.ninsp@rites.com                                                                                                                                                               |
| 14.          | M/s. Bureau Veritas(India) Pvt.Ltd.                             | Bvindia.corporate@bureauveritas.com                                                                                                                                                                                      |
| 15.          | M/s. TUV SUD South Asia Pvt.Ltd.                                | Hemanta.chavan@tuvsud.com<br>Jayashree.rane@tuvsud.com                                                                                                                                                                   |
| 16.          | M/s. Adornment Engineers India Pvt. Ltd.                        | <a href="mailto:jks@adornmentengineers.com">jks@adornmentengineers.com</a>                                                                                                                                               |
| 17.          | M/s. TCRC Inspections Pvt.Ltd.                                  | <a href="mailto:admin@tcrcinspections.com">admin@tcrcinspections.com</a><br><a href="mailto:ashismallick@tcrcgroup.com">ashismallick@tcrcgroup.com</a><br><a href="mailto:tenders@tcrcgroup.co">tenders@tcrcgroup.co</a> |

## **CHAPTER: 3**

# **TECHNICAL SPECIFICATIONS, SPECIAL TERMS & CONDITIONS GOVERNING THE TENDER AND PRICE BID FORMAT**

**TECHNICAL SPECIFICATIONS WITH QUANTITY:**

| <b>Item No./Mat Code</b> | <b>Material Description</b>                                                                                                                                                                                            | <b>Quantity</b>    | <b>Complied/Not Complied (Remarks if any)</b> |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------|
| <b>10</b><br>86280419    | <b>PETROLEUM PRODUCTS – FUEL</b><br>High-Speed Diesel (HSD) Fuel, Grade: BS-VI / Euro-VI .<br><br>The Product shall conform to the IS 1460: 2017 (or latest edition.<br><br>Make: IOCL / NRL/HPCL/ BPCL or equivalent. | <b>95,00,000 L</b> |                                               |
| <b>20</b><br>86280419    | <b>PETROLEUM PRODUCTS – FUEL</b><br>High-Speed Diesel (HSD) Fuel, Grade: BS-VI / Euro-VI .<br><br>The Product shall conform to the IS 1460: 2017 (or latest edition.<br><br>Make: IOCL / NRL/HPCL/ BPCL or equivalent. | <b>30,000 L</b>    |                                               |

**Special Terms & Conditions:**

**Special Notes:**

**1.0 DELIVERY:**

- a) **Item No. 10:** To be delivered on "as and when required basis" to various drilling locations in and around Duliajan under Field Headquarters of OIL.
- b) **Item No. 20:** To be delivered on "as and when required basis" to various operational locations under Pipeline Headquarters, Guwahati of OIL.

**2.0** The HSD is to be delivered directly at the above-mentioned locations on "as and when required basis" within maximum 48 hours of intimation by OIL.

**3.0 Quantity:** The tendered quantities are estimations only. The actual consumption shall depend on OIL's operational factors. OIL shall be at liberty to procure lesser quantity during the tenure of execution of the purchase order.

**4.0** The tankers carrying HSD shall report at destination before 2.00 PM. The tankers arriving at destination beyond the stipulated hour as stated above are to halt overnight at destination till next morning at their own cost and risk.

**5.0** Loaded tankers are to be decanted in manner as directed. If any dispute or discrepancy on arrival of the consignment at the destination arises the lorry driver should sign copies of the delivery Challan in acceptance of the short deliveries, if any.

**6.0** OIL's representative at the destination point is authorized to refuse to accept any loaded tanker, if there is any reasonable proof of attempted tempering with or damage to the seals on the outlet valve affixed at the supply point.

**7.0** If cask filling is required at destination, OIL shall place the cask in position to which HSD is to be decanted by the supplier's carrier(s).

**8.0 Splitting of quantity:**

the quantity to be supplied against item No. 10 is to be split in the following ratio: -

a) **70%** of the total tendered quantity shall be awarded to the L1 bidder, and

b) **30%** of the total tendered quantity shall be awarded to the L2 bidder, provided the L2 bidder agrees to match the F.O.R. Destination price of the L1 bidder.

**Note:** No splitting has been incorporated for item no. 20 since the quantity to be supplied against this item is quite minuscule vis-à-vis item no. 10.

**9.0 The bidders must submit an undertaking along with their bids to the effect that they shall execute their supplies from terminals / depots / supply points located within the state of Assam.**

**10.0 Quality:**

HSD shall be supplied in accordance with the specifications as stipulated by the Oil Industry and/or Ministry of Petroleum & Natural Gas (MoPNG), Govt. of India and/or BIS from time to time and/or any other statutory body entitled to decide on that.

**11.0 Payment Terms:**

Non-interest-bearing Credit for 30 days on supply of HSD with following payment terms:

a) For period of supplies from 1st to 15th of a month: Payment will be due by 30th of the month.

b) For period of supplies from 16th to 28th/29th/30th/31st of a month (based on no. of calendar days in the month): Payment will be due by 15th of the next month.

**12.0 Termination:** Either of the parties, i.e. OIL or the seller, shall be entitled to terminate the purchase order giving 30 (thirty) days' notice to the other party during the validity period of the order.

**PRICE SCHEDULE FOR TENDER NO. SSI8124P25**

| Item No. | Item Description | Qty (in Ltrs) | Delivery Location | HSN Code | Basic Material Value (in Rs) | GST Rate (%) | Packing & Forwarding Charges if any | Freight charges up to destination if any | GST on freight charges | Insurance charges, if any | GST on Insurance charges | Other charges (if any) | Total F.O.R. Destination Price including taxes. (in Rs) |
|----------|------------------|---------------|-------------------|----------|------------------------------|--------------|-------------------------------------|------------------------------------------|------------------------|---------------------------|--------------------------|------------------------|---------------------------------------------------------|
| 10       | HSD              | 9500000       | FHQ               |          |                              |              |                                     |                                          |                        |                           |                          |                        |                                                         |
| 20       | HSD              | 30,000        | PHQ,              |          |                              |              |                                     |                                          |                        |                           |                          |                        |                                                         |

**Notes:**

a) Bidders should fill up, sign and upload the price breakup of both the items as per “Annexure BB” under “Notes & Attachments” > “Attachments” only. **The filled-up price breakup of all the items should not be uploaded in the Technical Attachment folder.**

b) Bidders may include additional rows and columns in this document to show the prices quoted by them. The bids will be evaluated as per the enclosed Annexure – BB. While submitting the offers bidders are requested to refer to the enclosed Annexure – BB (Price Bid Format and Evaluation Criteria).

c) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

d) The bids shall be evaluated on the basis of freight, insurance, taxes and other relevant costs as quoted by the bidders. Accordingly, separate purchase orders shall be awarded to bidders on all-inclusive FOR Destination basis for Line Item 10 and 20 respectively. Bidders to take note of the same and quote accordingly.

e) Taxes, if any, should be quoted separately. If taxes are not shown separately, the offer will be considered to be inclusive of all taxes, duties etc. and will be binding on the bidder.

f) **Comparison will be done separately for Item Nos. 10 & 20 based on the total FOR Destination Price for Line Item 10 and 20 respectively including taxes.**

g) Prices should be quoted in INR only.

~~~~~**END OF TENDER DOCUMENT**~~~~~