

Tender No.: SSI8640L25/L1 dated 24.02.2025.

Attention of Vendors for Flagged Tenders

Other than the vendors to whom the enquiry has been issued, interested vendors who wish for enlistment for the item in future procurements may apply with proper credentials (Relevant documents including company profile, financial status, product range, client list must be submitted along with the application) and should fulfil the below mentioned qualification criteria –

A) TECHNICAL:

(i) The bidder should be a Manufacturer of the product (Portland Pozzolana Cement).

(ii) The bidder should have experience of executing single order of quantity, or multiple orders of cumulative quantity, not less than **30,000 bags**, for supply of Portland Pozzolana Cement in preceding **05 (five) years** as on the original bid closing date of the tender. Relevant documentary evidence must be submitted.

Notes:

a) Documentary evidence in respect of supply experience as specified under Clause No. (A)(ii) shall be submitted 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-

i. Satisfactory Supply Completion certificate

(OR)

ii. Consignee Receipted Delivery Challans.

(OR)

iii. Tax Invoices issued under relevant rules of GST

(OR)

iv. Any other documentary evidence that can substantiate the satisfactory execution of the purchase order.

b) The Purchase Order date need not be within 05 (five) years preceding the original bid closing date of this tender. However, the execution of supply shall be within 05 (five) years preceding the original bid closing date of this tender.

c) Satisfactory supply completion certificate (if submitted) shall be issued on client's official letterhead with signature and stamp.

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

B) FINANCIAL:

(1.0) Annual Financial Turnover of the bidder from Operations during any of preceding 03 (three) financial / accounting years from the original bid closing date should be at least **₹ 1,10,40,000.00**, as per the Audited Annual Reports.

Annual Financial Turnover of the bidder from operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

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

Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

(3.0) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the original bid closing date'.

Notes:

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

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

OR

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

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

ANNEXURE- J

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In (₹) Crores	NET WORTH In (₹) Crores

Place:

Date:

Seal:

Membership No.:

Registration Code:

(4.0) In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted.

(i) Turnover of the parent/ultimate parent/ holding company should be in line with Para 1.0 above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para 2.0 above.

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

ANNEXURE-C

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

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

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

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

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

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

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

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

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

Documentary evidence as stipulated above, should reach the office from where the tender is floated (email:- partho.nath@oilindia.in) as given in the enquiry document **within bid closing date of the tender**. Based on merit, OIL shall enlist the vendor in future procurements for the item.



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

Telephone No.: (91-374) 2808737

Fax No.: (91-374) 2800533

Email: partho.nath@oilindia.in;
erp_mm@oilindia.in;

Forwarding Letter

Tender No.	: SSI8640L25/L1 dated 24.02.2025.
Tender Fee	: NIL
Bid Security	: Bid Security Declaration (Annexure-O)
Bidding Type	: Single Stage Two Bid System
Bid Closing on	: 05.03.2025 (at 11:00 Hrs. IST)
Bid Opening on	: 05.03.2025 (at 14:00 Hrs. IST)
Bid Validity	: 90 days from original Bid Closing Date
Tender Type	: Limited Tender (Single Stage Two Bid Tender)
Performance Security	: Applicable @ 5% of Order Value. To be submitted within 30 days after receipt of PO. Validity: 16 months from PO.
Integrity Pact	: Applicable
PPP-MII Policy	: Applicable (While submitting the offers bidders are requested to refer to the PPP-MII policy and submit documents accordingly. Please refer Annexure-F enclosed)

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

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

OIL invites Bids for **PROCUREMENT OF PORTLAND POZZOLANA CEMENT (QTY: 60,000 BAGS)** 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.

The tender will be governed by:

a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos. = **0374-2807178/ 2807171/ 2807192/2804903.** Email id = erp_mm@oilindia.in; esupport@oilindia.in

b) OIL's office timings are as below:

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

Vendors should contact OIL officials at above timings only.

c) **OIL Bank Details:**

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

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

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

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

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

g) 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).
- i) Bidder are advised to fill up the Technical bid check list ([Annexure EEE](#)) and Response sheet ([Annexure FFF](#)) given in MS excel format in Technical RFX -> External Area -> Tender Documents. The above filled up document to be uploaded in the Technical Attachment. **For details please refer “Vendor User Manual” / “NEW INSTRUCTIONS”**

Special 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 the OIL’s E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) **Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.**

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender 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.

- d) **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product. If L-1 is not an MSE and MSE Seller(s)

has/have quoted price within L-1+15% of margin of purchase preference/price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and purchase order will be awarded for **100% of total QUANTITY**.

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

(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.

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

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 authorised 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 INTEGRITY PACT:

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

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

1. Dr. Tejendra Mohan Bhasin, Former Vigilance
Commissioner, CVC E-mail: tmbhasin@gmail.com
2. Shri Ram Phal Pawar, IPS (Retd.),
E-mail ID: rpawar61@hotmail.com
3. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary,
Ministry of Ayush, Govt. of India
E-mail: ams057@gmail.com

In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case,

both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract.

- 9.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses in the tender and such clarifications in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 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 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.
- 13.0 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.
- 14.0 **ONLINE VIEWING OF PRICE BY BIDDERS:** For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven days from the date of Price-Bid opening of thee-tender.
- 15.0 **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.

16.0 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).

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

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

18.0 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.

19.0 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).

20.0 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.

21.0 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.

22.0 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).

23.0 SETTLEMENT OF DISPUTES:

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

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

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

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

(23.1.4) 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.

(23.1.5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

(23.1.6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

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

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

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

(i) 20% of the fees if the claimant has not submitted statement of claim.

(ii) 40% of the fees if the pleadings are complete

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

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

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

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

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

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

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

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

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

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

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

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

23.3 Arbitration (Applicable to Micro, Small and Medium Enterprise):

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

23.4 Resolution of disputes through conciliation by OEC:

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

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

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

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

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

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

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

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

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

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

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

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

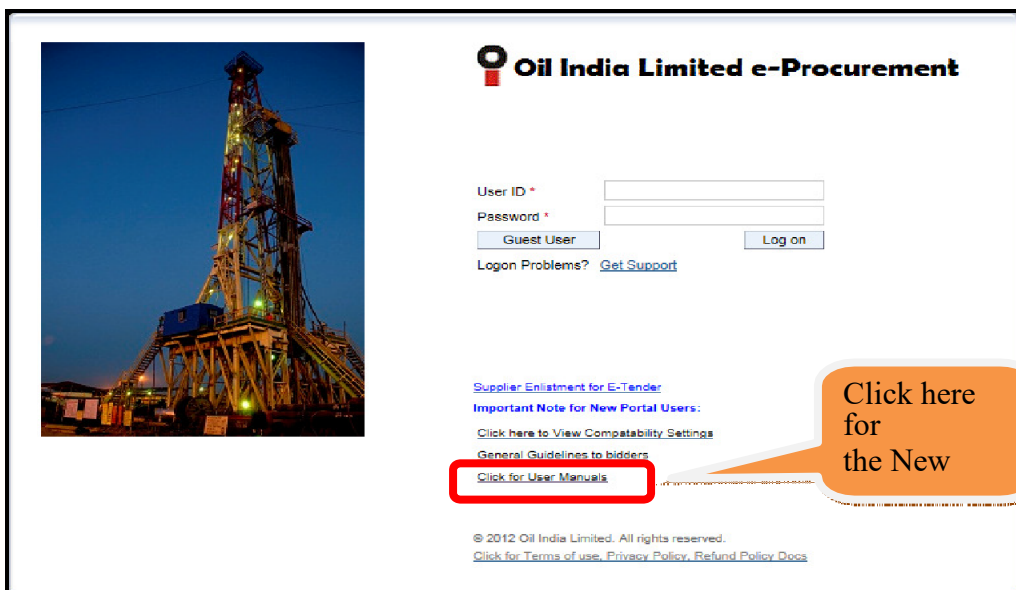
k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf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

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

DISCLAIMER: Rates/Costs shown above are as calculated/quoted by the respective

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

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for 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.

Yours Faithfully,

-Sd/-
(Partho Nath)
Manager Materials (IP)
For General Manager Materials (HoD)
For Resident Chief Executive

Technical Specifications:

Portland Pozzolana Cement (Fly ash based): The fly ash constituent shall not be less than 15% and not more than 35% by mass of Portland Pozzolana Cement.

The physical and chemical requirements of various Portland Pozzolana Cement is tabulated below:

1 Physical tests (Table 2 of IS 1489:2015 part 1)

1.A Fineness: Min 300 m²/kg, as per IS 4031 (Part 2)

1.B.1 Soundness: Max 10mm, By Le-Chatelier Method as per IS 4031 (Part 3)

1.B.2 Soundness: Max 0.8 percent, By Autoclave Test Method as per IS 4031 (Part 3)

1.B.3 Note: In the event of cements failing to comply with any one or both the requirements of soundness as specified, further tests in respect of each failure shall be made as described in IS 4031 (Part 3), from another portion of the same sample after aeration. The aeration shall be done by spreading out the sample to a depth of 75mm at a relative humidity of 50 to 80 percent of a total period of 7 days. The expansion of cements so aerated shall be not more than 5mm and 0.6 percent when tested by Le-Chatelier method and autoclave test respectively.

1.C.1 Initial Setting Time: Min 30 min, as per IS 4031 (Part 5)

1.C.2 Final Setting Time: Max 600 min, as per IS 4031 (Part 5)

1.C.1 Note: If cement exhibits false set, the ratio of final penetration measured after 5 min of completion of mixing period to the initial penetration measured exactly after 20 second of completion of mixing period, expressed as percent, shall be not less than 50. In the event of cement exhibiting false set, the initial and final setting time of cement when tested by the method described in IS 4031 (Part 5) after breaking the false set, shall conform to the values given above.

1.D Compressive Strength in MPa (N/mm²) as per IS 4031 (Part 6)

1.D.1 Strength in 72 ± 1 h: Min 16 Mpa

1.D.2 Strength in 168 ± 2 h: Min 22 Mpa

1.D.3 Strength in 672 ± 4 h: Min 33 Mpa

1.E Drying shrinkage percent: Max 0.15%, as per IS 4031 (Part 10)

2 Chemical tests (Table 1 of IS 1489:2015 part 1)

2.A Insoluble residue, percent by mass, Max $[x + 4.0(100-x)/100]$, as per IS 4032, where x is the declared percentage of fly ash in the given Portland pozzolana cement.

2.B Magnesia, percent by mass: Max 6 %, as per IS 4032

2.C Total Sulphur content calculated as Sulphuric Anhydride (SO₃), percent by mass: Max 3 %, as per IS 4032

2.D Loss of ignition, percent by mass: Max 5 %, as per IS 4032

2.E Chloride content, percent by mass: Max 0.1 %, as per IS 4032

2.F The net quantity of cement per bag shall be 50 kg unless otherwise specified. Cement, PPC grade packed in 50 kg HDPE Bag conforming to IS 11652:1986

Total Quantity: 60,000 BAGS

Special Terms and Conditions:

(1) The bidders are requested to quote their prices on F.O.R. Destination (Duliajan) basis (including cost of loading as well as unloading).

(2) Request for placement of purchase order to an entity, other than the bidder, shall not be considered.

(3) **Delivery requirement:** PP Cement is to be dispatched on weekly basis in staggered way and supply is to be completed within 30 days from PO date.

(4) **Payment Term:** 100% payment will be released within 21 days of receipt and acceptance of supply at destination/site as per purchase order against undisputed invoice, subject to adjustment towards applicable Liquidated Damages. The above payment term shall supersede all the payment terms contained elsewhere in the tender document as well as "General Terms and Conditions" (Document No. MM/TENDER/LP/01/06). Bidders to note that no other payment terms, apart from the above listed payment term, shall be accepted by OIL.

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

Annexure O

BID SECURITY DECLARATION

To,

M/s. Oil India Limited

Duliajan, Assam-786602

Sub: BID SECURITY DECLARATION against Tender No. _____

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s _____ (Name of Bidder) have submitted our offer / bid no. _____. We, M/s _____ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation

INTEGRITY PACT

Between

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

And

(Name of the bidder) hereinafter referred to as "**The Bidder/Contractor**"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **(Tender No.) SSI8640L25/L1 dated 24.02.2025**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

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

Section: 1 - Commitments of the Principal

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

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

(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 or the contract execution.

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

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

Section: 2 - Commitments of the Bidder/Contractor

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

(i) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which 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 the execution of the contract.

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

(iii) The Bidder(s) / Contractor(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) / Contractor(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 / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

(vi) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(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 / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

1. If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 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 / Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section 8 -External Independent Monitor / Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality. However, the documents / records / information having National Security implications and those documents which have been classified as Secret / Top Secret are not to be disclosed.

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

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

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

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

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

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. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

Date:

Place:

**-sd-
(SHRI PARTHO NATH)
MANAGER MATERIALS (IP)
FOR THE PRINCIPAL**

FOR THE BIDDER / CONTRACTOR

Witness 1 :

Witness 2 :

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

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

Former Director, NCRB, MHA

Mobile No.: 8017017878E-mail IDs: rpawar61@hotmail.com; ramphal.pawar@ips.gov.in

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

Former Secretary, Ministry of Ayush, Govt. of India

Mob No.: 9810701876

E-mail: ams057@gmail.com

3. Dr. Tejendra Mohan Bhasin

Former Vigilance Commissioner, CVC

E-mail: tmbhasin@gmail.com