



**OIL INDIA LIMITED**

**PIPELINE REHABILITATION PROJECT-PHASE-II**

**VOLUME I OF II (COMMERCIAL)**

**BID DOCUMENT FOR PROCUREMENT OF COATING MATERIALS  
(BID DOCUMENT NO - 054/LEPL/OIL/01-R0)**

**DOMESTIC COMPETITIVE BIDDING**



**Project Management Consultant  
Lyons Engineering Pvt. Ltd.**





ऑयल इंडिया लिमिटेड

OIL INDIA LTD

Pipeline Headquarters,

Udayan Vihar , Guwahati-781171, Assam

Email – [plproject@oilindia.in](mailto:plproject@oilindia.in)

TENDER REF : GEM/2025/B/5881529

Date : 29.01.2025

### **FORWARDING LETTER & INSTRUCTION TO BIDDERS**

OIL INDIA LIMITED (OIL), a Govt. of India “MAHARATNA” category PSU under the Ministry of Petroleum and Natural Gas, is a premier up-stream E&P Company engaged in exploration, production, transportation of crude oil and natural gas and production of LPG. OIL also has presence in the downstream sector with majority equity stake in Numaligarh Refinery. OIL has its Registered Office and its Field Headquarters at Duliajan and its Pipeline Headquarters at Guwahati, Assam. OIL’s commitment to growth has enabled the company to spread its wings from the north-eastern part of India to establish pan India presence along with global footprints.

The Pipeline Sphere of OIL deals with transportation of petroleum to various refineries and thus operates a total of 1900 Km of hydrocarbon pipelines. For this purpose, it owns a 1157 Km long pipeline Right-of-Way (RoW) from Duliajan to Barauni traversing three states of Assam, West Bengal and Bihar. This RoW has multiple hydrocarbon pipelines viz. crude, product & natural Gas, all protected from a common Impressed Current Cathodic Protection (ICCP) system owned and maintained by OIL. Out of above-mentioned pipelines in the ROW, 1415 km of pipelines (mostly 16-inch and 14-inch diameter) are more than 40 years old and were considered under Pipeline Rehabilitation Project primarily involving in-situ coating refurbishment with cold tape systems with an aim to enhance life of pipelines by another 30 years.

Oil India Ltd. has appointed M/s. Lyons Engineering Pvt. Ltd as project Management Consultant for “Pipeline Rehabilitation Project – Phase II” of Approximately 700KM in the states of Assam, West Bengal and Bihar.

In connection to its operations, OIL invites DOMESTIC COMPETITIVE BIDS from competent and experienced bidders through GEM portal for the items mentioned below. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through GEM portal. For your ready reference, few salient points of the Tender are highlighted below.

#### **1. TENDER INFORMATION SUMMARY**

IFB No./ Tender No.	GEM/2025/B/5881529
GeM Availability Report	GEM/GARPTS/28012025/1MEI614R6GJ2
Type of IFB.	Single Stage Two Bid System
Bid Closing Date & Time.	Please refer GeM portal
Bid(Technical) Opening Date & Time	Please refer GeM portal
Priced Bid Opening Date & Time.	Price Bid of Technically qualified bidders shall be intimated later.
Bid Submission Mode.	Bid shall be submitted through GEM Portal only.

Bid Opening Place.	Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171
Bid Validity.	120 days from bid Closing date. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
Bid Security/EMD Amount	<b>INR 2,90,25,000/-</b> (Rupees Two Crores Ninety Lakhs Twenty Five Thousand only)
Bid Security/EMD Validity	Bid Security if submitted in the form of BG/e-BG must be valid upto <b>31.10.2025</b>
Original Bid Security to be submitted	Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171  Original Bid security as BG must be submitted on or before bid closing date.
Amount and Validity of Performance Security/Performance Bank Guarantee (PBG)	Performance security 5% of total order value Validity: 3 (three) months beyond the warranty obligation
Mobilization Time	Not applicable
Bids to be addressed to.	Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171
Integrity Pact	Applicable: Must be digitally signed & uploaded along with the Technical Bid.
Pre-Bid conference	Applicable
Whether tendered quantities are splittable	No
Quantum of Liquidated Damage for Default in Timely delivery	As per Clause 30 of SCC
MSE Purchase Preference	Applicable
PPP-MII Purchase Preference	Applicable
Restrictions on procurement from a bidder of a country which shares a land border with India	Applicable
Pre - despatch inspection	Applicable
Third party inspection (TPI)	Applicable
Installation & Commissioning	Not Applicable

Training	Not Applicable
Annual Maintenance Contract	Not Applicable
Last date for receipt of pre-bid queries	<b>14.02.2025</b> Bidder may submit the tender related queries (if any) prior to Pre-bid meeting, addressed to the following email IDs within <b>14.02.2025</b>  1) plproject@oilindia.in 2) <a href="mailto:balen_bharali@oilindia.in">balen_bharali@oilindia.in</a> 3) girish.kumar@lyonsengineers.com 4) tanujk.rana@lyonsengineers.com
Pre-bid Conference date	<b>19.02.2025</b>

## **2. LIST OF ANNEXURES/PROFORMAS**

### **TENDER VOLUME I OF II**

ANNEXURES		
Annexure - I	:	Price Break up
Annexure - II	:	Bid Evaluation Criteria / Bid Rejection Criteria (BEC/BRC)
Annexure - III	:	Technical & Commercial Checklist
Annexure - IV	:	General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)
Annexure - V	:	Bid Evaluation Matrix (Technical Specification)
Annexure - VI	:	Bid Evaluation Matrix (Bid Rejection Criteria)
PROFORMAS		
Proforma - A	:	Format for undertaking towards compliance of Financial Criteria
Proforma - B	:	Format for Annual Turn Over and Net Worth Certificate
Proforma - C	:	Format for Corporate Guarantee towards Financial Standing
Proforma - D	:	Format for Integrity Pact
Proforma – E(I), E(II), E(III)	:	Formats for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India
Proforma - F	:	Format for Performance Security
Proforma – G A	:	Format for Bid Security
Proforma - H	:	Format for undertaking towards submission of authentic information/ documents
Proforma - I	:	Format for Authorization letter For attending Tender Opening
Proforma – J	:	Format for Exception / Deviation
Proforma – K	:	Format for Undertaking For Local Content
Proforma - L	:	Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)
Proforma – M	:	Format for Bidders financial standing
Proforma – N	:	Format for declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation

### **TENDER VOLUME II OF II - TECHNICAL**

Annexure - I	:	Technical Specifications, Scope of Work
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### **3. SCOPE OF SUPPLY**

Item S.No.	Description	Unit	Total Qty.
	<b>SUPPLY PORTION</b>		
	Manufacture, Inspection, Testing, Packing, Supply, Transportation & Unloading of following Coating materials at OIL's store located at Assam, West Bengal & Bihar as specified in bid document.		
<b>1</b>	<b>Group A - 3 ply / 2 ply COLD APPLIED TAPE SYSTEM</b>		
1.1	Inner wrap (3 Ply)	Sq. meter	14,69,517
1.2	Outer wrap (2 Ply)	Sq. meter	14,69,517
1.3	Primer	Liter	95,425
1.4	Filler material	Kg.	12,556
1.5	Hand wrapping machine (Inner & Outer)	Each Set	48
	<b>Sub - Total of Group - A</b>		

**Note :**

The quantities mentioned above are indicative and are for evaluation purpose only.

**Tolerance Limit: Negative tolerance on quantities indicated in the MR is not acceptable. Overall tolerance shall be (+) 5% against each line items mentioned above. Bidder may note that price adjustment clause / LD Clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.**

**All the items are to be procured from same source. Therefore, bidders are requested to quote for all the items, otherwise, offer will be rejected straightway. Evaluation and ordering will be carried out on total evaluation lowest cost basis for the total package inclusive of GST. The total order shall be placed on sole L1 Bidder.**

### **4. DELIVERY SCHEDULE**

The entire supply shall be completed with staggered delivery as per delivery schedule.

### **5. DELIVERY TERMS**

The delivery term shall be FOT Destination Station . Accordingly Date of Goods receipt at destination (Oil stores) will be considered as Date of Delivery.

### **6. LOCATION OF DELIVERY**

Please refer to the Material Requisition (MR) of Technical Volume-II.

### **7. GST NUMBER OF STORE LOCATION**

State / Description	BIHAR	ASSAM	West Bengal
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## 8. PRE-BID MEETING

8.1 The prospective Bidders shall submit their queries/clarifications against the tender through E-mail addressed to Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171.

8.2 A pre-Bid conference is planned to be held on 19.02.2025 in the following venue to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender.

**Venue: New Delhi**

**Time: 10:00 AM**

**Exact location will be intimated through corrigendum.**

8.3 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account. Bidder attending the pre-bid conference must intimate the under mentioned emails on or before 14.02.2025 for necessary arrangement from OIL's end.

8.4 The prospective bidders shall submit their queries to the following E-mails

- 1) [plproject@oilindia.in](mailto:plproject@oilindia.in)
- 2) [balen\\_bharali@oilindia.in](mailto:balen_bharali@oilindia.in)
- 3) [girish.kumar@lyonsengineers.com](mailto:girish.kumar@lyonsengineers.com)
- 4) [tanujk.rana@lyonsengineers.com](mailto:tanujk.rana@lyonsengineers.com)

8.5 Clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who participated the Pre-Bid. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid (s) shall be rejected outright against this tender.

8.6 Format for submission of pre-bid queries as under ( To be submitted in word/xls form along with official letter head):

Sl.no	Tender Cluse no	Query	Remarks, if any

The bidders meeting following requirement shall only be considered for attending the pre-bid conference. • Bidders should depute their employees (preferably) who are competent

to present their queries in the Pre-Bid Meeting. • While submitting queries before pre-bid meeting, bidder(s) shall be required to provide details (of its representative, who will attend pre-bid meeting and those persons only will be permitted to attend the pre-bid meeting. The maximum number of persons that would be permitted per bidder for participation in pre-bid meeting shall be limited to two (2) persons.

## **9. INSPECTION**

The inspection shall be carried out by Purchaser /Purchaser representative /PMC at bidder's works /sub-contractor's work as per approved QAP and tender specifications and inspection charges will be borne by Supplier. Bidder has to consider cost of inspection while quoting bid.

## **10. GENERAL**

OIL/LYONS will not be responsible for cost incurred in preparation and delivery of bids regardless of the conduct or outcome of the bidding process.

Bidder should not be under Liquidation court receivership or similar proceedings.

Bidder shall not be under a declaration of ineligibility by Purchaser for corrupt and fraudulent practices.

Bids sent through FAX/Email/Computer floppy/Disc/Pen drive shall not be accepted.

Bidder shall submit the declaration that it has not been convicted by any court of law in last 5 years reckoned from Bid due date.

OIL/LYONS reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

Bidder shall submit the declaration that it is not put on holiday/put on hold by any Government / PSU.

No extension in the bid due date/time shall be considered on account of delay in receipt of document /information.

OIL now looks forward to your active participation in the IFB.



**ANNEXURE-I****PRICE BREAK UP****A) PRICE BREAK UP OF ITEMS WHOSE COST IS TO BE INCLUDED IN “GEM PRICE SCHEDULE”**

Item no.	Item Description	Qty	UOM	Unit Price excluding GST (In Rs)	Applicable GST rate
10	Inner wrap (3 Ply)	14,69,517.00	Sq. meter		
20	Outer wrap (2 Ply)	14,96,237.00	Sq. meter		
30	Primer	95,425.00	Liter		
40	Filler material	12,556.00	Kg.		
50	Hand wrapping machine	48.00	Each Set		

**Notes:**

Bidders should fill up, sign and upload this price break up under “Financial documents” of GEM Priced bid only. The price breakup should not be uploaded under GEM Technical bid as it shall lead to rejection of the bid.

## **ANNEXURE - II**

### **Bid Evaluation Criteria / Bid Rejection Criteria (BEC/BRC)**

#### **Bid Evaluation Criteria / Bid Rejection Criteria (BEC/BRC)**

The Scope includes Manufacture, Inspection, Testing, Supply and Transportation & unloading at OIL's stores / site if applicable of the Coating materials as per MR, meeting other technical requirements as specified in bid document including preparation and submission of documents, getting approvals from Purchaser/ Consultant, Procurement of raw materials, Manufacturing, Testing & Inspection, Packing & Forwarding, Supply and Transportation & Unloading at OIL Sites.

The bids shall in general conform to the specifications and terms and conditions given in the tender. Bids shall be rejected in case the goods offered do not conform to the required minimum/maximum parameters stipulated in the technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the bids, without which the same will be considered as non-responsive and be rejected.

The following clauses will be applicable against the tender failing which the offer will be rejected.

#### **A. Bid Rejection Criteria**

##### **A.1 Technical Criteria:**

Bidder must meet the following criteria failing which the bid shall be rejected:

##### **1.1 Local Content :**

Bidder must be a manufacturer or supplier having required local content as per latest Govt notification for the manufacture of the quoted materials.

The bidder must be incorporated/constituted in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

The bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.

The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal to or above 20%) and such undertaking shall become a part of the contract, if awarded [Format enclosed as Annexure- A-1 to BEC].

The aforesaid undertaking of the bidder as stated in point (b) above shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. [Format enclosed as Annexure- A-2 to BEC].

## 1.2 **Experience:**

The bidder should have experience of successfully executing at least 1 (one) similar item of minimum **INR 61.49 Crores** (Exclusive of GST) in preceding 7 (seven) years to be reckoned from the original stipulated bid closing date of the tender in cross – country hydrocarbon pipelines. The bidder shall provide documentary evidence of satisfactory supply of the order.

Note:

a) The Purchase Order date need not be within 7 (seven) years preceding original bid closing date of this tender. However, the execution of supply should be within 7 (seven) years preceding original bid closing date of this tender.

**b) *Similar Item is defined as “Supply of Cold applied tape for external corrosion protection of buried pipelines”***

c) The proof of execution of purchase order shall be a self-attested copy of the purchase order, along with corresponding delivery challan/ invoice/ /Bank Certificate indicating payment against the PO / Execution certificate by client indicating executed order value /payment proof/inspection report issued by end user etc. clearly indicating the purchase order reference and qty/value.

d) A Job executed by a Bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC of this Tender Document.

e) Bids from Consortium/Joint bids/multiple bids/alternative bids shall not be accepted in the instant tender.

f) In case manufacturer and its authorized supplier quote simultaneously against this tender, then both bids shall be summarily rejected.

g) One Principal manufacturer can quote only through one supplier. One supplier can quote same product of one manufacturer only. Manufacturer and its authorized supplier can't quote simultaneously for the same product. The bid shall be liable for rejection, in case of any change of the manufacturer for the aforesaid materials after submissions of bid.

In case bidder is a supplier, Bidder shall furnish along with the bid an MOU/ authority certificates with their manufacturer to quote against this tender. Supplier shall also furnish a certificate wherein the manufacturer assumes the complete responsibility for the following as a minimum:

- i. Supply of coating material
- ii. Provide logistic support to the supplier.
- iii. Participation in inspection, testing, and site acceptance of coating material
- iv. Back up warranty certificate from the manufacturer
- v. Provide satisfactory supply certificate on behalf of manufacturer.

### **1.3 Delivery Schedule:**

Bidder must confirm in their technical bid that delivery will be as per the Material Requisition (MR) of Technical Volume-II.

### **A.2 Financial Criteria:**

1.0 Annual Turnover Value: The 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 **INR 20.49 Cr.**

[Annual Financial Turnover of the bidder from operations shall mean Aggregate value of the realisation of amount made from the sale, supply, or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year as per the Companies Act, 2013 Section 2 (91).]

2.0 Net Worth: Net Worth of the firm should be **Positive** for preceding financial/Accounting year.

[Net worth shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, 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 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 must submit an affidavit/undertaking (As per Proforma A) certifying that 'the balance sheet/Financial Statements for the financial year 2023-2024 (As the case may be) has actually not been audited so far'.

Note:

a) 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 "Proforma B"

OR

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

3.0 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.

4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or USD.

5.0 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 A.2 (1.0) above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2.0) above

(iii) Corporate Guarantee (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.

(iv) Documents to substantiate that the bidder is a 100% subsidiary of the parent/ultimate parent/holding company.

### **A.3 Commercial Criteria:**

1. Bids are invited under SINGLE STAGE TWO BID SYSTEM. Bidders should upload Techno- Commercial Bid (Unpriced Bid) and Priced Bid separately at the designated fields assigned in GeM Portal. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. Bidder not complying with above submission procedure will be rejected.

2. The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all

discounts.

3. Bids received in physical form shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.

4. Bids containing incorrect/ false/misleading statement(s) shall be rejected.

5. Validity of the bid shall be minimum 120 days from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.

6. Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed for the materials as called for in the tender. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.

7. Successful bidder will be required to furnish Performance Bank Guarantee @ 5% of cost for Materials during warranty period to be submitted after receipt of PO. The Performance Security must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement. The Performance Security must be valid for a period as called for in the tender document. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

8. Bids must be accompanied by Bid Security for the amount as mentioned in the tender document and shall be in the prescribed format (PROFORMA – G) if submitted in the form of Bank Guarantee (BG). Bid Security may also be paid through online payment mode. Bid Security must be submitted within the scheduled Bid Closing date and time of the Tender. The amount of Bid Security (EMD) must be strictly as specified in the tender document.

Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

9. Bid must be uploaded together with the Integrity Pact (If applicable against the tender) and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact, their bid shall be rejected straightway. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

10. Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- i) Liquidated Damages
- ii) Warranty/Guarantee of material
- iii) Arbitration / Resolution of Dispute
- iv) Force Majeure
- v) Applicable Laws.

11.0 A bid shall be rejected straightway if it does not conform to any one of the

following clauses:

- a) Validity of bid shorter than the validity indicated in the Tender.
- b) In case the party refuses to sign Integrity Pact.
- c) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
- d) 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.

12.0 The items of the tender are not splittable, hence evaluation shall be done on overall package and order shall be placed on the sole single L1 bidder.

## **B.1 BID EVALUATION METHODOLOGY**

### **i. EVALUATION OF BIDS**

Bids qualifying as per terms of Technical Specification, Technical Criteria, Financial Criteria and Commercial Criteria shall be eligible for Price Bid Opening for financial evaluation (Price Bid Evaluation) of the bid . Decision of the owner in this regard shall be final and binding on all.

### **ii. EVALUATED BID PRICE AND INTER-SE-RANKING:**

1. Qualified Bids and conforming to the terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:

2. Bidder must quote for full quantity against each quoted items of SOR and for the total package. ***Evaluation shall be done on overall evaluated price (L1) basis as per GeM Total price.*** The bids will be evaluated based on total price including quoted GST (CGST & SGST/UTGST or IGST) . The overall quantity shall be non-splittable.

3 Purchase Preference policies shall be applicable as per Government Guideline.

4. There is no relaxation of prior experience and prior turn over for start-up companies.

**ANNEXURE – A -1 to BEC**

**FORMAT OF UNDERTAKING BY BIDDERS FOR DECLARING PERCENTAGE OF LOCAL CONTENT**

To

OIL INDIA LTD, Guwahati,

Dear Madam / Sir,

Sub.: Undertaking for local content against Tender No: \_\_\_\_\_ dated \_\_\_\_\_

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

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Order no P-45021/2/2017-PP (BE-11) dated 16.09.2020 or Notification No FP20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 and also reference (No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19-07-2024 by Department of Promotion of Industry and Internal Trade (Public Procurement Section) wherein transportation, refurbishing (no new goods come into existence), re-packaging and re-branding of imported products shall not be considered as part of the local content calculation and subject to revisions/amendments thereof.

The following details needs to be filled up by the bidder for the items under bidding for the purpose of evaluation of Local content.

S.NO	DETAILS OF VARIOUS HEADS OF VALUE CHAIN		LOCAL CONTENT AGAINST THE VALUE HEAD (% OF TOTAL COST)	IMPORT CONTENT AGAINST THE VALUE HEAD (% OF TOTAL COST)
	DESCRIPTION	DETAILS	%	%
1	Product Design and Engineering	Location of Design centre to be mentioned:-		
2	Raw Materials	Raw Materials Country of origin to be mentioned:-		
3	Machinery and Equipment for the manufacturing of the product	Location:-		
4	Machinery and Equipment for Re-sizing / re-furbishment / packaging (NOTE-1)	Location:-		
5	Labour (Only Domestic) (NOTE-2)	Location:-		
6	Overheads (NOTE-3)			
TOTAL			0.0	0.0
NOTE-1, 2 & 3	Shall be considered as a part of Local content only if the cumulative percentage of Local Content against clause no. 1, 2 & 3 are meeting either of CLASS-I or CLASS-II percentage of local content.			



The owner / PMC reserves the right for any physical / documentary verification of the Local content thus hereby submitted.

For and on behalf of  
Authorized signatory

Name  
Designation  
Contact No.  
(Affix Seal of the Organization here)

Note: Class-I/Class- II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation to establish their status as class-I or class-II local supplier.

**ANNEXURE- A-2 to BEC**

CERTIFICATION BY STATUTORY AUDITOR / COST AUDITOR / PRACTISING COST ACCOUNTANT / PRACTISING CHARTERED TOWARDS LOCAL CONTENT ((As per BEC Clause No. 2.0)

To,  
OIL INDIA LIMITED, Guwahati,

Sub.: Certification of local content against Tender No: \_\_\_\_\_ dated\_\_\_\_

We, \_\_\_\_\_, the Statutory Auditor/Cost Auditor / Cost Accountant / Chartered Accountant (not being an employee / Director of the company) of of M/s \_\_\_\_\_ (name of the bidder) having our registered office address \_\_\_\_\_ hereby certify the following:

We have reviewed the local content in the offer no. \_\_\_\_\_ dated \_\_\_\_\_ submitted by M/s \_\_\_\_\_ (name of the bidder) against the enquiry no. \_\_\_\_\_ by M/s \_\_\_\_\_ (name of the bidder) as per the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Order no P-45021/2/2017-PP (BE-11) dated 16.09.2020 or Notification No FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 subject to revisions/ amendments thereof.

In the above offer, we certify the bidder's status and local content as under:

- Class-I local Supplier: Offer has local content equal to or more than 50%, as defined in the policy. O

OR

- Class-II local Supplier: Offer has local content more than 20% but less than 50%, as defined in the policy.

**{Strike off whichever is not applicable out of two above}**

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

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

Name of Statutory Auditor/Cost Auditor/Cost Accountant/Chartered Accountant:  
Designation:\_\_\_\_\_

Seal:

### ANNEXURE – III - COMMERCIAL CHECK LIST

Sl. No.	Requirement	Bidder's Response
1	Whether quoted as manufacturer?	
2	Whether quoted as OEM Dealer / Supply House?	
	If quoted as OEM Dealer / Supply House -	
3	a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty / Guarantee certificate	
4	Whether agreed to the tender warranty clause of the tender?	
5	Whether submitted EMD / Bid Security / Bid Security Declaration as per tender requirement?	
5.1	EMD / Bid Security (Amount & Validity)	
6	EMD / Bid Security exemption certificate with Validity	
7	Whether quoted a firm delivery period as per the tender requirement?	
8	Whether confirmed to submit PBG as asked for in tender?	
9	Whether confirmed Bid Validity as per the tender requirement?	
10	Whether confirmed Payment Terms as per the tender?	
11	Whether quoted as MSE unit? If yes, whether necessary document submitted?	
12	Whether submitted Integrity Pact duly signed and sealed as per PROFORMA – D? (If applicable as per the tender)	
13	<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 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 office memorandum and submit their offers accordingly, wherever applicable.</p> <p>In this regard, bidders must submit duly sealed &amp; signed undertaking as per format provided vide, PROFORMA – E(I), E(II) &amp; E(III) along with the technical bid. Whether uploaded along with the bid?</p>	
14		
15	Whether submitted format of undertaking by bidders towards submission of authentic information / documents as per PROFORMA - H	
	Whether indicated 'Local Content' required as per PPP-MII Policy?	
16	Local content amount and percentage. Details of locations at which the local value addition is made.	
	Whether Annual turnover & Net worth Certificate submitted?	
18		
19	Whether affidavit / undertaking submitted certifying that the balance sheet / Financial Statements for the financial year 2024-25 has actually not been	
20	Whether Third Party Inspection clause as per tender agreed?	
21	Whether Quoted any Deviation?	

### FORMAT FOR TECHNICAL WORK EXPERIENCE

Sl. No.	Required details	Work Experience no. ....
1.	Title of work	
2.	Client/ Project Proponent	
3.	Client category (Govt./ Semi Govt./ PSU/ Public Limited Company etc.)	
4.	Brief description of work	
5.	Work/ order belongs to Hydrocarbon Industry	Yes / No
6.	Nature of cross-country pipeline	Crude Oil/ Multi-product/ Other (please detail in case of other)
7.	Reference no. of Letter of Award/ Work Order/ Contract	
8.	Name of vendor as mentioned in above document in Letter of Award/ Work Order/ Contract	
9.	Original period of work (in months) as per letter of award, without time extensions	
10.	Order start date	
11.	Order completion/ commission date	
12.	Awarded value of Work (including GST/Tax)	
13.	Executed value of Work (including GST/Tax)	
14.	File name and relevant page no. of the up- loaded document in GeM-portal as proof of Letter of Award for the work	
15.	File name and relevant page no. of the up- loaded document in GeM-portal as proof of Contract/ Work Order for the work	
16.	File name and relevant page no. of the up- loaded document in GeM-portal as proof of Completion Certificate for the work	
17.	File name and relevant page no. of the up- loaded document in portal as proof of relevant additional supporting documents for the work	
18.	File name(s) of the uploaded documents in GeM-portal as proof of relevant additional sup- porting documents	

19.	Relevant Page no. of above file in sl. 19	
20	Bidder Participated as Manufacturer or supplier	
21	Bidder has proven facilities for Manufacture, Inspection & Testing of quoted coating material as (Yes/ No) .	
22	Documentation in support, identifying scope of responsibility and successful supply of coating material as per tender for ascertaining qualification criteria, enclosed as above (Yes/ No)	
21	Name of Manufacturer	
22	Place of Despatch	
23	Name, Address, Phone No & E-mail id of Bidder	
24	Bank details of Bidder	
25	Whether submitted Proforma – J - Format for Exception / Deviation	
26	Whether submitted Proforma – K - Format for Undertaking for Local Content	
27	Whether submitted Proforma – L - Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)	
28	Whether submitted Proforma – M - Format for Bidders financial standing	
29	Whether submitted Proforma – N - Format for declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation	

## **ANNEXURE – IV**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

- 1.0 The bid is governed by GeM General terms & conditions (GeM GTC) prevalent on the bid closing date of tender.

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The SPECIAL CONDITIONS OF CONTRACT (SCC) shall supersede the GeM General terms & conditions (GeM GTC).

1.0 Bidders shall submit their offer mentioning pointwise compliance/noncompliance 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 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 OIL, failing which the offer will be summarily rejected. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.

3.0 The Bidder to submit following Technical Evaluation Sheet along with technical

bid - Annexure – V: Bid Evaluation Matrix (Technical Specification)  
Annexure – VI: Bid Evaluation Matrix (Bid Rejection Criteria)

### **4.0 INTEGRITY PACT**

OIL shall be entering into an Integrity Pact, if applicable 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 have been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

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

DR. TEJENDRA MOHAN BHASIN,  
Former Vigilance Commissioner, CVC E-  
mail: tmbhasin@gmail.com

SHRI RAM PHAL PAWAR, IPS (Retd.), Former  
Director, NCRB, MHA  
E-mail: rpawar61@hotmail.com  
ramphal.pawar@ips.gov.in

Shri Ajit Mohan Sharan, IAS (Retd.)  
Former Secretary, Ministry of Ayush, Govt. of India  
E-mail: ams057@gmail.com

4.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

4.2 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.

#### 5.0 **MICRO AND SMALL ENTERPRISES (MSE)**

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16<sup>th</sup> June, 2021 issued by Ministry of Micro, Small and Medium Enterprises.

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:

Udyam Registration Number with Udyam Registration Certificate.

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

5.1 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). Benefits and Purchase Preferences will be as per latest Govt.Guidlines.

#### 6.0 **PREFERENCE TO MAKE IN INDIA (MII)**

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. PPP-MII Purchase Preference will be as per latest Govt.Guidlines.

#### 7.0 **DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI & SP):**

Steel Policy notified vide Notification No. 324 dated 29.05.2019 and as amended from time to time by Ministry of Steel, Government of India is applicable against this tender. The detailed policy may be referred in Ministry's website. Also, refer ANNEXURE – VIII to this tender in this regard.

#### 8.0 **RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:**

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.

(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.

(2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(3) "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, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(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;

(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;

(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.

(5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(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.

(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.

(8) Undertaking regarding compliance: The bidders are required to provide undertakings as per PROFORMA – E(I), PROFORMA – E(II) & PROFORMA – 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.

#### **9.0 SETTLEMENT OF DISPUTES:**

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

#### **9.2 Resolution of Dispute through SAC:**

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

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. [www.oil-india.com](http://www.oil-india.com)

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

d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this

clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

**9.3 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):**

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

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

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

<b>Claim amount. {excluding claim for interest and counter claim, if any}</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

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.

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.

7. Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

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 from time to time)

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:

- a) 20% of the fees if the claimant has not submitted a statement of claim.
- b) 40% of the fees if the pleadings are complete.
- c) 60% of the fees if the hearing has commenced.
- d) 80% of the fees if the hearing is concluded but the award is yet to be passed.

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 and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

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

12. The seat and venue of the arbitration proceeding shall be New Delhi.

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

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

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

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.

### **9.5 Arbitration (Applicable to Micro, Small and Medium Enterprise)**

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

### **9.6 Exclusions**

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

- a) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- b) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- c) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

### **10.0 TAX COLLECTIBLE AT SOURCE (TCS):**

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that: a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And

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

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

The above payment condition is applicable only for release of TCS amount charged by supplier

u/s 206C (1H) of Income tax Act, 1961.

#### **11.0 CONCESSIONAL GST**

Not Applicable.

#### **12.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

OIL's Banning Policy, 2023 will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/ vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

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

13.1 The bidder shall fill up and submit proforma of declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT / DRT / DRAT/ COURT RECEIVERSHIP/ LIQUIDATION (as per Proforma – N) along with the technical bid).

#### **13.0 PERFORMANCE SECURITY**

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 shall be in the form of, 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 Bank Guarantee (including e-Bank Guarantee) or irrevocable Letter of Credit (LC). The Performance Security must be submitted exactly as per PROFORMA – F. 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 Axis Bank, Guwahati Branch, IFS Code – UTIB0000140, Branch Address – Axis Bank Ltd., Guwahati Branch, Chibber House, G.S. Road, Dispur, Assam, Pin – 781005.

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.

13.1 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.

13.2 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.

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

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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. (5% of annualized contract value valid for three months beyond entire execution period).

13.11 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	<b>AU Small Finance Bank</b>	12	<b>IDFC First Bank</b>
2	<b>Axis Bank</b>	13	<b>Indian Bank</b>
3	<b>Bank of Baroda</b>	14	<b>Indian Overseas Bank</b>
4	<b>Bank of India</b>	15	<b>IndusInd Bank</b>
5	<b>Canara Bank</b>	16	<b>Karur Vysya Bank</b>
6	<b>City Union Bank</b>	17	<b>Kotak Mahindra Bank</b>
7	<b>Federal Bank</b>	18	<b>Punjab National Bank</b>
8	<b>HDFC Bank</b>	19	<b>RBI Bank</b>
9	<b>HSBC Bank</b>	20	<b>State Bank of India</b>
10	<b>ICICI Bank</b>	21	<b>South Indian Bank</b>

11	IDBI Bank	22	Yes Bank
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Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAAC02352C
3	Date of Incorporation	18.02.1959
4	Email ID	<a href="mailto:bikram_chakraborty@oilindia.in">bikram_chakraborty@oilindia.in</a>
5	Mobile No.	9954067677
6	Local Address	Oil India Limited, PHQ, Narangi

#### 14.0 BID SECURITY/ EARNEST MONEY DEPOSIT:

If Bid Security /Earnest Money Deposit (EMD) is applicable. Bids must be accompanied by Bid Security for the amount as mentioned in the tender or an equivalent amount in freely convertible currency and shall be in the form of Insurance Surety Bonds/DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BGJ (including e-Bank Guarantee) in OIL's prescribed format {PROFORMA - GAJ or as an irrevocable Letter of Credit (L/C) from any of the following Banks (*Refer GeM GTC for details*).

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 bid opening date, failing which the bid may be treated as incomplete and may lead to rejection of the bid by OIL without making any reference to the bidder.

The Original Bid Security shall be submitted manually in sealed envelope superscribed with tender no., tendered item detail and due date to: OIL INDIA LTD, DGM-MATERIALS, MATERIALS **DEPARTMENT,Pipeline Headquarters,Po:Udayan Vihar, Guwahati, Pin:781171**

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.

**Online EMD / BG as stipulated above shall be submitted on or before final Bid due date otherwise offer shall be rejected and no further opportunity shall be given to bidder for submission of EMD.**

OIL's Bank Account details are as under:

Account Name	IFSC Code of the Bank	Branch	Name of the Bank	Account No. (9 digits or more)	Cash Credit/ Current
Oil India Ltd	UTIB0000140	G S ROAD	AXIS BANK	140010200027654	CURRENT

14.1 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.

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

14.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Cracking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

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

14.5 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.

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

14.7 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.

14.8 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.

14.9 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 no. 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 Axis Bank, Guwahati Branch, IFS Code – UTIB0000140, Branch Address – Axis Bank Ltd., Guwahati Branch, Chibber House, G.S. Road, Dispur, Assam, Pin – 781005.

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.

14.10 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.

14.11 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.

**14.12** 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	<b>AU Small Finance Bank</b>	12	<b>IDFC First Bank</b>
2	<b>Axis Bank</b>	13	<b>Indian Bank</b>
3	<b>Bank of Baroda</b>	14	<b>Indian Overseas Bank</b>
4	<b>Bank of India</b>	15	<b>IndusInd Bank</b>
5	<b>Canara Bank</b>	16	<b>Karur Vysya Bank</b>
6	<b>City Union Bank</b>	17	<b>Kotak Mahindra Bank</b>
7	<b>Federal Bank</b>	18	<b>Punjab National Bank</b>
8	<b>HDFC Bank</b>	19	<b>RBI Bank</b>
9	<b>HSBC Bank</b>	20	<b>State Bank of India</b>
10	<b>ICICI Bank</b>	21	<b>South Indian Bank</b>
11	<b>IDBI Bank</b>	22	<b>Yes Bank</b>

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	<b>Name</b>	<b>Oil India Limited</b>
2	<b>PAN</b>	<b>AAACO2352C</b>

<b>3</b>	<b>Date of Incorporation</b>	<b>18.02.1959</b>
<b>4</b>	<b>Email ID</b>	<b><u>bikram_chakraborty@oilindia.in</u></b>
<b>5</b>	<b>Mobile No.</b>	<b>9954067677</b>
<b>6</b>	<b>Local Address</b>	<b>Oil India Limited, PHQ, Narangi</b>

14.13 Bidder shall upload the scanned copy of EMD I Proof of Electronic Fund Transfer to OIL on GeM Portal along with the unpriced bid.

14.14 Bank Guarantee (BG) for EMD should be valid for as per requirement.

14.15 Original EMD (BG/ Bank Draft/Bankers' cheque) shall be submitted on or before final Bid due date and time at address mentioned below otherwise offer shall be rejected and no further opportunity shall be given to bidder for submission of EMD.

14.16 Online EMD [Electronic Fund Transfer] as stipulated above shall be submitted on or before final Bid due date otherwise offer shall be rejected and no further opportunity shall be given to bidder for submission of EMD. Proof of the same shall be uploaded alongwith unpriced bid.

14.17 SWIFT payment acknowledgement message/ Cheque/ Cash shall not be acceptable.

14.18 INVOKING/FORFEITURE OF BID SECURITY/EMD:

The bid security can be forfeited in the following condition:

- i) The bidder withdraws the bid within its original/extended validity.
- ii) The bidder modifies/revise their bid sumoto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit/CPBG within the stipulated time as per tender/order/contract.
- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder as specified elsewhere in "Guidelines for Banning business Dealings".

14.19 OIL shall return EMD to unsuccessful Bidders if it is submitted in the form of BG. OIL shall return the EMD submitted in the form of DD/ Electronic Fund Transfer directly to unsuccessful Bidders. In the case of successful Bidder, the EMD shall be returned to them after the order I contract is effective and Contract Performance Bank Guarantees submitted as per tender conditions. No interest shall be payable by OIL on the EMD at the time of returning the same.

14.11 Exemption of EMD: As per GeM policy

#### **15.0 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.

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).

**16.0 UNLOADING FOR BULKY / HEAVY ITEMS:**

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading at warehouse. MOREOVER, BIDDER SHALL PROVIDE CRANE FOR UNLOADING OF BULKY/HEAVY ITEMS . Supplier shall depute adequate crew, who has experience of unloading of such items at respective Destination with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. **Bidder has to consider the cost of crane while quoting bid against the supply price.**

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.

16.1 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from respective OIL's Pump Station from Duliajan to Barauni

**17.0 UNLOADING OF ITEMS**

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. MOREOVER, BIDDER SHALL PROVIDE CRANE FOR UNLOADING OF TUBULARS ONLY. Supplier shall depute adequate crew, who has experience of unloading of tubulars, at RESPECTIVE Destination . **Bidder has to consider the cost of crane while quoting bid against the supply price.**

with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. THE ONLY RESPONSIBILITY OF THE CREW TO BE DEPUTED BY THE SUPPLIER IS TO FASTEN / FIX CRANE'S HOOK SLING TO BUNDLES ON THE LOADED VEHICLE. Once the hook sling is securely fastened complying to the safety instructions, OIL's Crane shall lift and unload tubulars from the vehicle.

Following points are to be noted and complied in this connection:

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

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

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

17.1 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from respective OIL's Pump Station from Duliajan to Barauni

18.0 **UNLOADING OF CONSIGNMENT RECEIVED THROUGH RAIL:**

**Not Applicable**

19.0 **QUANTITY TOLERANCE FOR TUBULARS:**

Not Applicable.

20.0 **SET-OFF:**

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

21.0 **FURNISHING FRAUDULENT INFORMATION / DOCUMENT:**

If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and necessary action as per OIL's Bidding Policy, 2023 shall be taken, besides the legal action. In this regard, bidders are requested to submit an Undertaking as per PROFORMA - H along with their offer failing which their offer shall be liable for rejection.

22.0 **GENERAL CONDITIONS OF CONTRACT FOR SERVICES (ANNEXURE - IX)**

Not Applicable

23.0 **MODIFICATION / AMENDMENT OF TENDER DOCUMENT:** 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.

24.0 **THIRD PARTY INSPECTION(TPI): Supplier Scope.**

a) Supplier shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by Bidder. **BIDDER SHALL INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER.**

b) Bidder shall clearly indicate in the technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.

c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of scheduled inspection.

d) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL/PMC.

i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.

j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re- inspection of the materials from the supplier.

24.1 **THIRD PARTY INSPECTION (TPI)**

Supplier shall arrange for inspection (TPI) of the materials through OIL's empaneled Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by Supplier. At present, there are six OIL's empaneled Third Party Inspection Agency as under:

- (i) M/s. Lloyds
- (ii) M/s. Bureau Veritas
- (iii) M/s. RITES
- (iv) M/s. IR CLASS System and Solutions Private Limited
- (v) M/s. Tuboscope Vetco
- (vi) M/s. DNV MES India Private Limited

25.0 **DOCUMENTATION (FOR DOMESTIC /INDIGENOUS SUPPLIERS):**

25.1 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.

25.2 Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.

25.3 Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

**(I) WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY:**

Bidder shall submit the following documents for processing the payment;

- i) Bill in original + one copy.
- ii) Copy of the C-Note /RR.
- iii) Copy of Mill Inspection Certificate, if any.
- iv) Copy of Third-Party Inspection Certificate, if any.
- v) Copy of Delivery Challan.
- vi) Copy of TPI Declaration
- vii) Copy of Tax Invoice.
- viii) Copy of packing list.
- ix) Documentary evidence of payment of Customs Duty, if any.
- x) Clear Consignee copy of RR/C-Note  
Original + 1 copy.
- xi) Copy of Tax Invoice.
- xii) Delivery Challan (Original).
- xiii) Packing list (Original).
- xiv) Mill inspection certificate, if any (Original).
- v) Copy of Third-Party Inspection certificate, if any.
- xvi) Copy of TPI Declaration
- xvii) Warranty Certificate (Original)

All the above mentioned documents must reach at the office of below mentioned address

Chief General Manager (PLP)  
Pipeline Project Department  
Pipeline Headquarters  
Oil India Limited  
Narangi, Guwahati  
Assam-781171

Note: Where payment term is after receipt and acceptance of materials, the complete set of documents meant for General Manager (A/P) as indicated above should be submitted to Dy. General Manager Materials (Receiving).

#### 27.0 **FORCE MAJEURE:**

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

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

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

27.4. Time for performance of the relative obligations suspended by the force majeure

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

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

#### **28.0 SIGNING OF BIDS:**

Bids are to be submitted online in GeM portal. The bid including all uploaded documents shall be signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract. The letter of authorisation (as per Proforma-L) shall be indicated by written Power of Attorney accompanying the Bid.

#### **29.0 BIDDERS FINANCIAL STANDING:**

The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking (as per Proforma-M) to this effect with bid.

#### **30. LIQUIDATED DAMAGES**

In case of delay in delivery of materials, LD shall be applicable @ 0.5% per week or on part thereof of the value of the goods in respect of which default in delivery/completion time takes place subject to a maximum of 7.5 % of the total supply order value of the delayed goods.

Both Seller and Purchaser agree that the above percentages of LD are genuine pre-estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Seller and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding.

If the contractor makes supplies locally after the expiry of delivery period, the supplies may be provisionally retained under a franking clause reserving rights and the contractor may be asked to obtain an extension of the delivery period with or without any LD/denial clause.

Please note that if materials is supplied after the expiry of contracted delivery date, its provisional retention does not acquiesce or condone the late delivery and does not intend or amount to an extension of the delivery period or keeping the contract alive. Supplier in that case will have to apply for an extension of delivery date from the procuring officer. The goods will be retained without prejudice to the rights of the Company under the terms and conditions of the contract.”

#### **31. PAYMENT TERMS**

Payment terms shall be as per GEM GTC-Goods. However, for release of payment, the following documents is to be submitted by supplier/ vendor:

- i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii) Packing list;
- iii) LR/GR/consignment note;
- iv) Manufacturer's guarantee certificate and in-house inspection certificate (wherever applicable);
- v) Inspection certificate issued by purchaser's inspector (wherever applicable); and
- vi) Any other document(s) as and if required in terms of the contract.

### 32. **Insurance**

All goods supplied under the purchase order shall be fully insured in the freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

The Seller shall ensure that in effecting despatch of materials, the primary responsibility of the shipper/carriers/transporter for safe movement is always retained so that the Purchaser's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each shipment/consignment.

Supplier shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the supplier under this order in respect of supplied items and any other belongings of the supplier and its personnel deputed under this order during the entire period of their engagement in connection with this order including extensions if any.

The Supplier shall also carry adequate insurance cover against transit damage/loss etc. and insurance related to loading, safely unloading of materials at respective destination. OIL will have no liability on this account.

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**PROFORMA – A**

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

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

Ref: Clause No. A.2 (3.0) - Financial Criteria of the  
BEC Tender No.: \_\_\_\_\_

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

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

Place :.....

Date :.....

Signature of the authorized signatory

Note: This certificate are 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.

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**PROFORMA – B**

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD		
<u>TO WHOM IT MAY CONCERN</u>		
This is to certify that the following financial positions extracted from audited financial statements of M/s..... (Name of the bidder) for the last 3 (three) completed accounting years upto.....(as the case may be) are correct.		
YEAR	TURNOVER In INR (Rs.) Crores / USD Million*	NET WORTH In INR (Rs.) Crores / USD Million*

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\*Rate of conversion (if used any): USD 1.00 = INR .....

Place:

Date:

Seal:

Membership No.:

Registration Code:

Signature:

\*Applicable for Global Tenders.

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.

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**PROFORMA – 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/ for and on behalf of (Bidder)  
Holding Company) (Delete whichever not  
applicable)

Witness:

1.

2.

Witness:

1.

2.

## **PROFORMA – D**

### **INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal" And  
(Name of the bidder).....hereinafter referred to as "The Bidder"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for -----  
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s. In order to achieve these goals, the Principal cooperates with the renowned international Non- Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process for compliance with the principles mentioned above.

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

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

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

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

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

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

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

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

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

(ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies 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 intentions.

TUHIN ROY  
For the Principal

..... For  
the Bidder/Contractor

Witness 1:

Date :

.....

Place :

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: \_\_\_\_\_ r No. \_\_\_\_\_ Date: \_\_

OIL INDIA LIMITED MATERIALS  
DEPARTMENT, DULIAJAN,  
ASSAM, INDIA

Dear Sirs,

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**PROFORMA – E(II)**

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

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

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

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

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

OIL INDIA LIMITED MATERIALS  
DEPARTMENT, DULIAJAN,  
ASSAM, INDIA

Dear Sirs,

We, M/s \_\_\_\_\_, 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 Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**PROFORMA – E(III)**

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

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

Ref. No. \_\_\_\_\_  
Date: \_\_\_\_\_

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

OIL INDIA LIMITED MATERIALS  
DEPARTMENT, DULIAJAN,  
ASSAM, INDIA

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

OR

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

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

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**PROFROMA – F**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

To,  
GENERAL MANAGER – MATERIALS (HOD)  
OIL INDIA LIMITED, MATERIALS DEPARTMENT,  
GUWAHATI ASSAM, INDIA, PIN – 781171

WHEREAS.....(Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract 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 a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we ( May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, 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 Contract 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 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 guarantee, and we hereby waive notice of such change, addition or modification.

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

discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS.....

Designation:..... Name of

the Bank:.....

Address:.....

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,

Oil India Limited,  
Materials Department,  
Guwahati , Assam -  
781171

We, M/s..... are submitting the Bid Security/Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Guwahati in the form of bank guarantee bearing Reference No.....for an amount of INR.....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:

\_\_\_\_\_  
EmailID:

\_\_\_\_\_  
MobileNo.:

Enclosure: Original bank guarantee

**PROFORMA – G (A)**

**BID SECURITY FORM**

To:

M/s. OIL INDIA LIMITED,  
MATERIALS DEPARTMENT

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

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

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

..... THE CONDITIONS of this obligation are:

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

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

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

The details of the Issuing Bank and Controlling Bank are as

under: A. Issuing Bank:

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall be restricted up to Rs .....

b) This guarantee shall be valid till .....

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

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

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

of Bank: \_\_\_\_\_ Address:

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

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

\*\*\*\*\*  
\_\_\_\_\_



**PROFORMA - H**

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION / DOCUMENTS**

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

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

To,

GENERAL MANAGER – MATERIALS (HOD)  
OIL INDIA LIMITED, MATERIALS DEPARTMENT, GUWAHATI  
ASSAM, INDIA, PIN – 781171

Sub: Undertaking of authenticity of information / documents submitted

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

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**ANNEXURE – V**

BID EVALUATION MATRIX (TECHNICAL)  
(TO BE FILLED IN BY BIDDER DULY SIGNED)

TECHNICAL SPECIFICATIONS

\*\*\*\*\*

**ANNEXURE – VI**

BID EVALUATION MATRIX (BID REJECTION CRITERIA) (TO  
BE FILLED IN BY BIDDER DULY SIGNED)

BID EVALUATION CRITERIA

Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation / Not Applicable)	TO BE FILLED BY THE BIDDER
			Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
1.0	BRC - TECHNICAL		

\*\*\*\*\*

**PROFORMA - I**

**PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

RefNo.

Date

TO,  
GENERAL MANAGER – MATERIALS (HOD)  
OIL INDIA LIMITED, MATERIALS DEPARTMENT, GUWAHATI  
ASSAM, INDIA, PIN – 781171

Dear Sir,

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

For \_\_\_\_\_ Mr \_\_\_\_\_ has been authorized to be present at  
the time of opening of above tender due on at on my/our behalf.

Yours faithfully

Signature of Bidder

Name:

Designation

: For & on behalf of :

Copy to: Mr. \_ \_ \_ \_ \_ for information and for production before the (MM) at  
the opening of bids.

**PROFORMA – J**

**EXCEPTION / DEVIATION PROFORMA**

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

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

Or

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

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by	Remarks

Signature of the Bidder

Name :

Seal of the company

\*\*\*\*\*

**PROFORMA – K**

**UNDERTAKING FOR LOCAL CONTENT**

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

We, \_\_\_\_\_(Name of the bidder) have submitted Bid against Tender No. \_\_\_\_-dated \_\_\_\_\_. We hereby undertake that we meet the mandatory minimum local content requirement as per the provision of Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022. The percentage of Local Content in the bid is \_\_\_\_\_%.

For and on behalf of \_\_\_\_\_  
Authorized signatory \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Contact No. \_\_\_\_\_

\*\*\*\*\*

**PROFORMA - L**

**LETTER OF AUTHORITY**

TO,  
GENERAL MANAGER – MATERIALS (HOD)  
OIL INDIA LIMITED, MATERIALS DEPARTMENT, GUWAHATI  
ASSAM, INDIA, PIN – 781171

Dear Sir,

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

We \_\_\_\_\_ of \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against OIL's Tender No. \_\_\_\_\_ for any commercial / Legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Authorised Person's Signature: \_\_\_\_\_

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

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

Yours faithfully,

Signature:

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder.

\*\*\*\*\*

**Proforma – M**

**UNDERTAKING FOR BIDDERS FINANCIAL STANDING**

TO,  
Dy. GENERAL MANAGER – MATERIALS (HOD)  
OIL INDIA LIMITED, MATERIALS DEPARTMENT, GUWAHATI  
ASSAM, INDIA, PIN – 781171

Dear Sir,

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

We, \_\_\_\_\_(Name of the bidder) have submitted Bid against Tender No. \_\_\_\_dated  
\_\_\_\_\_. We hereby undertake that we are not under liquidation, court receivership or similar  
proceedings, we are not bankrupt.

For and on behalf of \_\_\_\_\_  
Authorized signatory \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Contact No. \_\_\_\_\_

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**Proforma – N**

**PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING/ NCLT / NCLAT /DRT /DRAT/ COURT  
RECEIVERSHIP/ LIQUIDATION**

TO,  
DGM- MATERIALS MATERIALS  
DEPARTMENT P.O. Udayan Vihar  
DIST. Guwahati ASSAM, INDIA  
PIN- 781171

Dear Sir,

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. We are also not undergoing insolvency resolution process or liquidation  
or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and /or inquiry and in the absence thereof state “NIL”)

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. \_\_\_\_\_

**--END OF TENDER DOCUMENT--**