



Conquering Newer Horizons

MATERIALS DEPARTMENT
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FAX: 0374 – 2800533
EMAIL: material@oilindia.in
Website: www.oil-india.com

FORWARDING LETTER

To,

M/s.

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A complete set of Tender Document is enclosed in respect of invitation of online e-bids through OIL's e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **Sale of Condensate from OIL's LPG Plant at Duliajan, Assam**. Interested eligible Bidders are invited to submit their most competitive online bids under **single stage two-bid system** on or before the scheduled bid closing date and time. For ready reference of the Bidders, few salient points (covered in detail in this Bid Document) are highlighted below:

i)	E-Tender No. and Date	CDI1324P20 dated 07.05.2019
ii)	Brief Description	Sale of Condensate recovered from OIL's LPG Plant at Duliajan, Assam.
iii)	Type of Bid	Online Bid under Single Stage Two Bid System
iv)	Tender Fee	Not Applicable
v)	Bid Closing Date & Time	As mentioned in e-Portal
vi)	Technical Bid Opening Date & Time	As mentioned in e-Portal
vii)	Commercial Bid Opening	Shall be intimated to the technically eligible/qualified Bidders nearer the Time
viii)	Bid Validity	180 Days from original scheduled Bid Closing Date
ix)	Bid Security	Applicable as per clause No.7.0 in Section-II
x)	Performance Security	Applicable as per clause No.3.0 of Section-IV
xi)	Integrity Pact	Applicable

2.0 BID DOCUMENTS:

The product for sale, bidding procedures and contract terms are prescribed in this Bidding Document, which includes:

- a. A forwarding letter
- b. Invitation for bids (SECTION - I)
- c. Instruction to Bidders (SECTION - II)
- d. Bid Evaluation Criteria/Bid Rejection Criteria - (SECTION - III)
- e. General Terms & Conditions of Contract (Section – IV)
- f. Special Terms and Conditions of Contract (SECTION - V)
- f. Price bid format (Proforma - A)
- g. Format of Bank Guarantee for Bid Security (Proforma - B)
- h. Draft Sample Contract/Agreement Form (Proforma - C)
- i. Performance Bank Guarantee format (Proforma - D)
- j. Proforma Letter of Authority (Proforma - E)
- k. Integrity Pact (Proforma - F)
- l. Statement of Compliance (Proforma - G)
- m. Authorisation letter to attend Bid opening (Proforma - H)
- n. Undertaking (Annexure - I)
- o. Indemnity agreement (Annexure - II)
- p. Undertaking by Bidders towards submission of authentic information/documents (Annexure - III)

3.0 We now look forward to your active online participation against the tender.

Thanking you.

Yours faithfully;
OIL INDIA LIMITED

(Pinaki Ranjan Roy)
Dy. General Manager Materials (D)
For General Manager (Materials)
For Resident Chief Executive

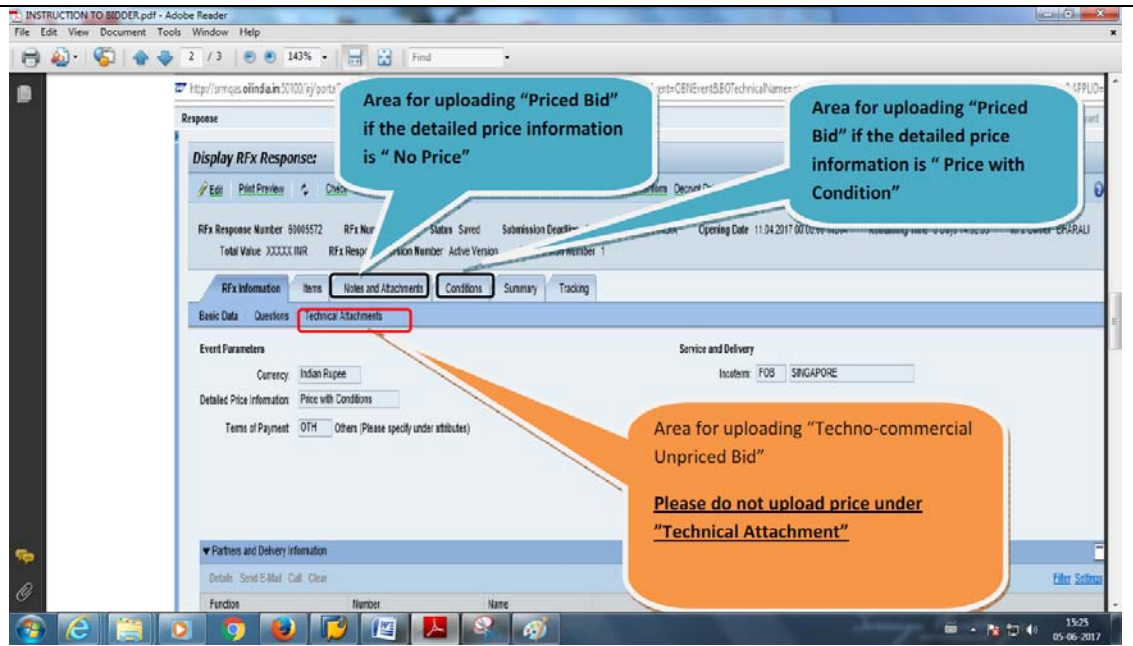
SECTION – I

(INVITATION FOR BIDS)

- 1.0** Oil India Limited (OIL), a Navaratna Public Sector Undertaking of Govt. of India under the Ministry of Petroleum and Natural Gas has been carrying out E&P activities in addition to production of Liquefied Petroleum Gas (LPG) in its LPG Plant located at Duliajan, Assam. While processing LPG from Natural Gas, around 20000 MT of **CONDENSATE** is generated annually (not exceeding 2000 MT per month) in the LPG Plant at Duliajan, Assam. OIL intends to sale the produced Condensate through competitive bidding by entering into long-term Agreement(s) of two (2) years duration with the eligible qualified Bidders with a provision for further extension on mutual consent. Therefore, competitive online bids are invited under **SINGLE STAGE TWO BID SYSTEM** from indigenous eligible bidders having requisite experience and statutory clearances for lifting the Condensate recovered from OIL's LPG plant at Duliajan, Assam on a day-to-day basis during the currency of Agreement. Based on their approved plant capacity and current handling/processing capacity of condensate, Bidders should submit Bids for purchase of 300MT (minimum) to 2000MT (maximum) quantity per month against this tender. Bid submitted for purchase of less than 300MT condensate per month shall stand rejected and will not be considered for evaluation.
- 2.0** Bidder must have a valid User ID and Password to access OIL e-Procurement site for submission of their online bids. New vendor shall obtain User ID & password through online vendor registration system in the e-portal.
- 3.0 GENERAL NOTES TO BIDDERS:**

Sl No	Clause description
i)	a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit OIL's E-tender site https://etender.srm.oilindia.in/irj/portal b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
ii)	Bid Security/EMD must be submitted only in the form of Bank Guarantee/Letter of Credit/Demand Draft for the amount and validity as detailed in para 7.0 of Section-II herein.
iii)	Bids must be submitted online through OIL's e-procurement portal within the scheduled Bid Closing Date & Time only. Bids submitted in

	any other form shall not be considered.
iv)	<p>All tender forms and supporting documents must be submitted online through OIL's e-Procurement site only, except following original documents which are to be submitted physically in hard copies in sealed envelope super-scribing Tender No. and Bid Closing Date to the GM-Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the scheduled Bid Closing Date & Time. However, a photocopy each of these documents may be uploaded alongwith the online bid.</p> <p>a) Original Bid Security. b) Power of Attorney for signing the bid. c) Any other document required to be submitted in original as per tender</p> <p>(Documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate)</p>
v)	<p>The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both their "TECHNICAL UNPRICED BID" as well as "COMMERCIAL PRICED BID" through electronic form in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "Technical Unpriced Bid" shall contain all technical and commercial details except the Premium in percentage, which must be kept blank. The offered Premium in percentage as per Price Bid format must be uploaded as attachment in the Attachment Tab "Notes and Attachments". Any offer not complying with above submission procedure shall be rejected without any reference.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; width: 20%;">Notes and Attachments</div> <div style="width: 75%;">→ Only Price Bid Format (Ref. PROFORMA-A) mentioning the offered Premium in percentage to be uploaded.</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; width: 20%;">Technical attachments</div> <div style="width: 75%;">→ Area for uploading "Technical Unpriced Bid". Please do not upload any price/premium under Technical Attachment.</div> </div>



The “Technical Unpriced Bid” shall contain all techno commercial details except the Premium percentage.

Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and please refer “**New Vendor Manual (effective 12.04.2017)**” available in the login Page of the OIL’s E-tender Portal.



- vi) During Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “**TECHNICAL UNPRICED BID** contains details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFX Response-> User -> Technical Bid. **No price/premium should be given in above Technical Rfx, otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure

	uploading of technical bid in the Technical RFx Response-> User - > Technical Bid only. The “PRICE BID” must contain the offered Premium in percentage and other commercial terms & conditions and must be uploaded as Attachment in the attachment option under “Notes & Attachments”.
vii)	PRICED BIDS OF THOSE BIDDERS SHALL BE OPENED, ONLY WHOSE UNPRICED TECHNICAL BIDS ARE DETERMINED BY COMPANY TO BE ACCEPTABLE.
viii)	Bidders are requested to examine all instructions, forms, terms and specifications given in the Tender. Failure to furnish all information/ documents as required OR submission of offers not substantially responsive to the Tender in every respect shall be at bidder’s risk and liable for rejection even without seeking clarifications.
ix)	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.
x)	Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
xi)	Integrity Pact - Applicable. (Refer Para 17.0 of SECTION – II)
xii)	Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension.
xiii)	The Bank Guarantee issued by bank must be routed through SFMS platform as per following details: a. (i) “MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee Above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin- 786602. b. 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.

4.0 GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT:

- 4.1 To participate in OIL’s E-procurement tender, bidders should have a legally valid digital signature certificate **of Class 3 with Organization’s Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable.**

- 4.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 4.4 Parties shall be eligible for accessing the detailed tender in E-portal after registering themselves.
- 4.5 Detailed tender document will also be available for viewing in OIL's website: www.oil-india.com.
- 4.6 Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non-compliance to all the NIT terms and conditions of NIT.

5.0 BIDDER'S MINIMUM ELIGIBILITY:

The Bidder must meet the following minimum requirements and submit documentary proof thereof to be considered for further scrutiny of their Bid as per BEC/BRC against this tender:

- i. Possession of a Physical Plant in their name with licensed capacity to process minimum 300 MT of Condensate per month.
- ii. Plant layout approved by the Chief Controller of Explosives including modification, if any.
- iii. Requisite License from Chief Controller of Explosives for storage of Class - A Petroleum Products.
- iv. Solvent, Raffinate and Slop License issued by the State Govt. or the District Magistrate or any other Officer authorised by the Central or the State Govt.
- v. No Objection Certificate (NOC) from relevant Pollution Control Board

6.0 IMPORTANT NOTES:

The Bidders must take note of the following important points while participating in OIL's tender:

- i) **Backing out by bidder:** In case any bidder withdraws/modifies their bid within the bid validity after tender opening, the Bid Security of such bidder shall be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) Bid should be submitted online in OIL's E-procurement site upto 11.00 AM (IST) (Server Time) on the Bid Closing Date of the Tender and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Materials in presence of authorized representatives of the bidders, who chose to attend.
- iii) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid shall be rejected.

******* END OF SECTION-I *******

SECTION – II

(INSTRUCTION TO BIDDERS)

- 1.0** Bidder shall bear all costs associated with the preparation and submission of their bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.0** The bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responsive to the Tender in every respect will be at the Bidder's risk & responsibility and such bid shall be liable for rejection.
- 3.0** AMENDMENT OF TENDER DOCUMENTS:
- 3.1 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 Document by issuing a formal Addendum in the e-portal.
- 3.2. The Company may, at its discretion, extend the due date for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.
- 3.2 Prospective Bidders, in their own interest, must visit OIL's e-tender site from time to time to make them informed about such amendment, if any, prior to Bid Closing date & time.

4.0 LANGUAGE OF BIDS:

The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language.

5.0 DOCUMENTS COMPRISING THE BID:

The online bids submitted by Bidder shall comprise of the following components:

A. TECHNICAL BID

- i. The complete Bid document including duly filled/responded formats/ proforma/annexures (without indicating the offered Premium percentage).
- ii. Documentary evidences in accordance with Para 6.0 below.
- iii. Bid Security furnished in accordance with Para 7.0 below.

B. COMMERCIAL/PRICE BID

- i. Price bid Format as per **PROFORMA-A** indicating the offered Premium in percentage.
- ii. All other commercial terms related to the bid.

6.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY/QUALIFICATIONS:

Bidders must submit the relevant documents as called for in the Bid Rejection Criteria (BRC) listed under Section – III of this Tender.

7.0 BID SECURITY/EARNEST MONEY DEPOSIT:

- 7.1. Except for Govt. Undertakings (Central/State), other interested Bidders must furnish Bid Security/EMD against this Tender as under, in the form of a Demand Draft or a Bank Guarantee/Letter of Credit as per prescribed format provided herein vide Proforma-B, depending on their respective upliftment capability of condensate:

Monthly upliftment quantity for which Bid is submitted	Applicable Amount of Bid Security/EMD in INR
300 MT	INR 40,44,000.00
301 - 600 MT	INR 58,38,000.00
601 - 900 MT	INR 76,32,000.00
901 MT and above	INR 94,26,500.00

- 7.2 Bidder submitting offer to buy 300MT Condensate per month shall have to furnish Bid Security/EMD of INR 40,44,000.00. Similarly; Bidders quoting for monthly upliftment quantity more than 900MT will furnish Bid Security/EMD of INR 94,26,500.00.
- 7.3 The Demand Draft for Bid Security must be issued in favor of OIL INDIA LIMITED and made payable at Duliajan, Assam on any Nationalised/Scheduled Bank in India having branch office in Duliajan.
- 7.4 The Bank Guarantee/LC for Bid Security must be issued strictly as per Proforma-B (provided herein) in favour of OIN INDIA LIMITED by any Nationalised/Scheduled Bank in India and must be valid for ninety (90) days beyond the validity of Bid submitted by the Bidder. The Bank Guarantee must be routed through SFMS portal of Axis Bank, Duliajan for ensuring authenticity and instant confirmation.

7.5 While a photocopy of Bid Security should be submitted online with the Technical Bid, the Original hard copy of Bank Guarantee/LC/Demand Draft must reach the office of GM-MATERIALS, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602 in a duly super-scribed sealed envelope within the scheduled Bid Closing Date & Time of the Tender, failing which the Bid shall be straightway rejected. Company will not be responsible in any way, if proper Bid Security in original is not received in time or the envelope containing Bid Security is not properly super-scribed with following information:

- (a) Original Bid Security against Tender No. CDI1324P20 dated 07.05.2019
- (b) Scheduled Bid Closing Date:
- (c) Name of the Bidder

7.6 Bid will be summarily rejected, if the Bank Guarantee/LC for Bid Security is not submitted as per the prescribed format and/or having inadequate value/validity.

7.7 Bid Security of the unsuccessful bidders shall be returned/refunded after finalization of the tender, whereas the Bid Security of the successful bidder shall be discharged upon the bidder's signing of the Agreement and furnishing the Security Deposit/Performance Bank Guarantee.

7.8 The Bid Security will not accrue any interest during its period of validity including extension, if any. Bid Security is required to protect the interest of Company against the risk of Bidder's conduct and shall be liable for forfeiture on following grounds:

- (a) If the Bidder is found to have furnished false information or fraudulent document(s) in their Bid;
or
- (b) During the period of Bid validity after tender opening, if the Bidder withdraws/modifies its Bid;
or
- (b) Having been notified of acceptance of their Bid by the Company during the period of Bid validity, if the Bidder:
 - (i) Fails or refuses to accept and/or execute the Contract Document in accordance with the terms of Tender & Bid; or
 - (ii) Fails or refuses to furnish the Performance Security in accordance with terms of Tender.

8.0 PERIOD OF BID VALIDITY:

8.1. Bids shall remain valid for **180 days** after the original scheduled date of bid opening prescribed by the Company. Bids with lesser validity will be liable for rejection.

- 8.2. In exceptional circumstances, the Company may solicit Bidder's consent for further extension of its bid validity. The request and response thereto shall be made in writing including through Fax/e-mail. Bidders will be at liberty to refuse the request for extension beyond original validity without forfeiting its Bid Security. However, a Bidder granting the request shall be required to extend the validity of their Bid Security without modifying any other content of their bid.

9.0 SUBMISSION OF BIDS:

Bids alongwith all documentary evidences as called for in the Tender must be submitted by the interested bidders online in OIL's e-tender portal within the scheduled Bid Closing Date & Time under Single Stage Two Bid System and the same must be digitally signed. Only the original documents, if asked for any, must be submitted in hard copies. Submission of Bids in physical form (hard copy) shall not be considered against this tender.

10.0 MODIFICATION AND WITHDRAWAL OF BIDS:

The Bidder after submission of bid may modify or withdraw its bid prior to bid closing date & time. Bids cannot be withdrawn/modified in the intervening period between the deadline for its submission and expiry of bid validity, including extension if agreed any. Withdrawal/modification of bid within its validity after bid opening shall result in forfeiture of Bidder's Bid Security/EMD.

11.0 OPENING AND EVALUATION OF TECHNICAL BIDS:

- 11.1 Company will open the online Bids in presence of Bidder's authorized representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. Duly authorization letter from the bidder must be produced by such representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid shall be allowed to attend.
- 11.2 Barring the bids against which acceptable notice of withdrawal has been received pursuant to para 10.0 above, Company will examine all other bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed & submitted and whether the bids are generally in order.
- 11.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal (if any), submission of requisite Bid Security and such other details as the Company may consider appropriate.

- 11.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 11.3 above.
- 11.5 To assist in the examination/evaluation/comparison of bids, the Company may at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response thereof shall be exchanged in writing and no change in the price/premium or substance of the bid shall be sought, offered or permitted.
- 11.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirements of Tender. For the purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Tender Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any way the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.
- 11.7 A Bid determined as not substantially responsive shall be rejected by the Company and shall not be considered or made responsive subsequently through correction of non-conformity by the Bidder.
- 11.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidders.

12.0 OPENING OF PRICED BIDS:

- 12.1 After ascertaining the suitability of Technical unpriced Bids against the Tender subjecting to the BEC/BRC, Company will open the online Commercial/Priced Bids of technically qualified bidders only on a pre-determined date. Such Bidders shall be intimated in advance regarding the Price Bid opening.
- 12.2 The Company will examine the Commercial/Price Bids on opening to determine the inter-se-ranking of all qualified Bidders based on their quoted Premium in Percentage over and above the variable PLATTs Rate.
- 12.3 Bidders must quote the Premium in percentage as called for in the Price Bid Format in words as well as in figure. In case of discrepancy between the words and figure, the Premium Percentage mentioned in words shall prevail.

13.0 CONTACTING THE COMPANY:

Except as otherwise provided in para 11.5 above, no Bidder shall contact Company on any matter relating to its bid, from the time of bid opening till the time award of contract. Effort by a Bidder to influence the Company in the bid evaluation, bid comparison or award decision may result in rejection of their bid.

14.0 PLANT INSPECTION:

To establish the credentials of bidders and to verify the authenticity of documents submitted in support of their Bids against the Tender, Company may depute its competent Team to Bidder's Plant for inspection prior to Award of the Contract.

15.0 AWARD OF CONTRACT:

15.1 The Company reserves the right to enter into multiple contracts against this Tender on the Bidders, whose bids are determined to be substantially responsive and are considered to be qualified to perform the Contract satisfactorily, subject to matching with the H1 Bidder, pursuant to Section-IV. Company's decision in this regard shall be final and binding on the bidders.

15.2 Prior to the expiry of bid validity including extension, if any, Company will notify such successful Bidders in writing confirming award of contract upon acceptance of their Bids. Notification of award will constitute formation of the Contract.

15.3 The successful Bidder on receiving the Letter of Award (LOA) from Company shall promptly furnish the requisite Performance Bank Guarantee/Security Deposite as called for therein and execute the formal contract document to be provided by Company duly incorporating the agreed terms & conditions.

16.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept or reject any or all bids and to annul the bidding process, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidder of the grounds for Company's action. Company's decision in this regard shall be final.

17.0 INTEGRITY PACT:

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

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

SHRI RAJIV MATHUR, IPS (Retd.),
Former Director (IB) Govt. of India
e-Mail ID : rajivmathur23@gmail.com

SHRI SATYANANDA MISHRA, IAS(Retd.)
Former Chief Information Commissioner &
Ex-Secretary, DOPT, Govt. of India
E-mail ID: satyanandamishra@hotmail.com

SHRI JAGMOHAN GARG,
Ex-Vigilance Commissioner, CVC
e-Mail ID: jagmohan.garg@gmail.com

******* END OF SECTION- II *******

SECTION - III

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

The bids shall broadly conform to the specifications and terms & conditions given in this bid document. Non-conformity to Government guidelines and the terms & conditions stipulated in the tender document shall lead to rejection of Bid. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements shall have to be particularly met by the Bidders; without which their bids shall be considered non-responsive and rejected.

1.0 BID REJECTION CRITERIA (BRC):

- 1.1 Online Bids are invited under **Single Stage Two Bid System**. Bidder must upload their Technical Bid and Commercial Bid separately in OIL's e-tender Portal as designated respectively. The Technical (Unpriced) Bid should contain all techno-commercial details as per Tender document, except mentioning the premium percentage (which shall be kept blank). Bid shall be outrightly rejected, if the premium percentage is quoted in the Technical Bid. The premium in percentage offered by the Bidder over & above the prevailing variable average PLATTs Rate for Naphtha FOB Singapore (PLATTs Code – PAAAPOO) must be quoted/mentioned only in their Commercial/Price Bid (strictly as per PROFORMA-A) and should be uploaded separately. Bids not complying with above submission procedure shall be rejected outright without any further reference.
- 1.2 Depending on their approved Plant Capacity and existing purchase commitments from other sources, Bidder must submit Bids against this tender categorically highlighting the best possible quantity of condensate they can lift from OIL per month, if contract is awarded. Bids received for upliftment of less than 300 MT condensate per month or without confirming any quantity for monthly upliftment against this tender shall be rejected outright, without any further reference.
- 1.3 The Bidder must be in the business of Transportation, Storage and Handling of Petroleum Products like Naphtha/NGL/Condensate/Light Crude Oil/Solvent and must have a proper licensed Facility/Plant in their name to Process the same. In support of their qualification for award of contract, the bidder must submit the following documentary evidences alongwith their Technical Bid:
 - (a) Copy of Registration Certificate issued by the Department of Industries to process Petroleum Products like Naphtha/NGL/ Condensate/Light Crude Oil/Solvent in their Plant alongwith the quantity of various products processed during the last three (3) completed Financial Years, preceding the original Bid Closing Date of this Tender.

- (b) Copy of valid Explosive License issued by the Chief Controller of Explosives for Storage of Petroleum Products.
- (c) Copy of valid Environmental Clearance Certificate issued by the State Pollution Control Board for prevention and control of pollution in their Plant.
- (d) The bidder must furnish an Undertaking to have Explosive License for Transportation of Petroleum Products like Naphtha/NGL/ Condensate/ Light Crude Oil/Solvent by tankers/bowsers, which will be used for transportation in the event of a contract.
- (e) Copy of Plant Layout approved by the Chief Controller of Explosives (CCO&E).
- (f) Copy of valid Solvent, Raffinate and Slop License issued by the State Govt. or the District Magistrate or any other Officer authorised by the Central or the State Govt.
- (g) Copy of valid Insurance coverage of Bidder's Plant, Machineries, Buildings & Stock.
- (h) Copy of Tax Registration Certificates (State/Central).
- (i) Copy of Auditor/Chartered Accountant's Report on Bidder's Business from the Plant for the last three completed financial years preceding the original Bid Closing Date of the Tender.
- (j) Copies of TEC Assessment/TEC Inspection/TEC Recommendation/ Allotment Letter from oil companies for Naphtha/NGL/Condensate/ Light Crude Oil/Solvent for the last three completed financial years (preceding the original Bid Closing date of Tender) and various value added products manufactured therein alongwith the name of parties/vendors to whom these value added products were sold.
- (k) A brief report on the appropriate utilisation plan of the condensate to be procured by the Bidder from OIL and processing methods to be followed in their Plant must be submitted alongwith the Technical Bid, clearly undertaking that the Condensate shall not be disposed or used for any other purpose.

1.4 Against this e-tender, online bids are invited through e-portal only. Therefore, Bids received in physical form (except for the documents, if specifically called for in hard copies) shall be outrightly rejected. Bids alongwith all above documents must be uploaded in the online portal and to be signed digitally. Request for modification to bids after scheduled bid closing and/or any document which is not part of the online bid, but received after the Bid Closing date & time shall not be considered.

- 1.5 Validity of the bid shall be minimum 180 days from the date of original scheduled Bid Closing Date. Bids with lesser validity shall be straightway rejected.
- 1.6 Applicable Bid Security must be submitted in the form of a Bank Guarantee/Letter of Credit or Demand Draft in physical form (original hard copy) before the Bid Closing Date & Time as part of Bidder's TECHNICAL BID. The amount of Bid Security and its validity shall be strictly as specified in Clause No. 7.0 under Section-II herein. Bid shall be summarily rejected, if proper Bid Security is not received prior to bid closing time.
- 1.7 Bids containing incorrect/false statement shall be rejected. Also, unsolicited/conditional bids shall not be considered.
- 1.8 Successful bidder shall be required to furnish Performance Security/ Security Deposit equivalent to ten percent (10%) of the total evaluated annualized value of contract within 30 days of award of contract. Bidder must undertake in their bid to submit the Performance Security/ Security Deposite in case of award of contract.
- 1.9 Duly signed Integrity Pact must be uploaded as part of the Technical Bid. Bid shall be rejected straightway, if the bidder fails to submit Integrity Pact alongwith their online Technical Bid or refuses to sign the same.
- 1.10 Company reserves the right to reject any or all offers and annul the bidding process without incurring any liability to the bidders if, in the opinion of Company, the Premium in percentage quoted by H1 Bidder is not reasonable.

Note: It is the sole responsibility of Bidder to submit well complied bids alongwith all supporting documents as above. OIL reserves the right to verify any original document with respect to the submitted evidences to satisfy itself before awarding contract and Bidder shall be obligated to show all such originals (when called for), failing which the bids received from such bidders shall not be considered further.

2.0 BID EVALUATION CRITERIA (BEC):

- 2.1 Bids will be evaluated technically subjecting to the Bid Rejection Criteria (BRC) detailed above. Thereafter, the Commercial Bids of technically qualified bidders shall only be opened by Company and their inter-se-ranking shall be determined based on the quoted **premium in percentage** (maximum upto 2 decimal places) over and above variable average PLATTS Rate for Naphtha FOB Singapore (Platts Code – PAAAPOO) prevailing in the fortnight prior to lifting of condensate, strictly as per the format enclosed vide PROFORMA-A. Bidders shall be ranked as H1, H2, H3 and so on in order of their quoted rate of premium in percentage from highest to lowest.

For award of Contract, Bidder quoting highest premium in percentage will be ranked as H1 and so on in that order.

- 2.2 OIL reserves the right to enter into agreements with more than one technically qualified Bidders, subject to matching their rate of premium in percentage with H1 Bidder. Preference of matching the rates (percentage of premium) shall be given in order of their ranking (from higher to lower) and OIL's decision in this regard shall be final and binding on the bidders.

******* END OF SECTION-III *******

SECTION –IV

(GENERAL TERMS & CONDITIONS OF CONTRACT)

1.0 DEFINITIONS:

In the contract, the following terms shall be interpreted as indicated:

- (a) "**The Contract**" means the agreement entered into between Company and the successful Bidder, as per the provisions, terms & conditions recorded and signed by the parties, including all attachments & appendices thereto and all documents incorporated by reference therein;
- (b) "**Company**" means Oil India Limited (OIL), a public sector undertaking, incorporated under Company's Act 1956 having its registered office at Duliajan-786602, Assam, India. The term Company includes successor and permitted assigns of OIL.
- (c) "**Contractor**" or "**Purchaser**" means the person or persons, firm or company or corporation incorporated in India who has made proposal/submitted bid with objective of concluding a contract with the Company. The term "Contractor" or "Purchaser" includes successor and permitted assigns of the bidding entity.
- (d) "**Contract Price**" means the Sale Price of Condensate in INR/MT payable by the Contractor to Company under the contract and to be calculated & billed by Company on fortnightly basis taking into account the variable average PLATTs Rate for Naphtha FOB Singapore (Platts Code – PAAAPOO) prevailing in the fortnight prior to lifting of condensate and the agreed Premium over & above the same as per agreement alongwith all applicable taxes, duties & levies. Fortnight for this purpose shall be the period from 1st to 15th and 16th to month end.
- (e) "**Contractor's Personnel**" means the personnel to be engaged by the Contractor for proper performance of its contractual obligations as per provision of the contract.
- (f) "**Company's Personnel**" means the personnel or representative to be associated with supervision/inspection/execution of the contract.
- (g) "**Day**" means a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the respective location.

- (h) “**Working Day**” means any day which is not declared to be a holiday by the Company or Company’s LPG Plant at Duliajan is not inoperative/shutdown.
- (i) “**Gross Negligence**” means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (j) “**Wilful Misconduct**” means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.0 DURATION OF AGREEMENT:

The duration of agreement shall be for a period of **02 (Two) years** from the date of lifting the 1st lot of Condensate from OIL’s LPG Plant under the contract. Subject to satisfactory performance of the Purchaser, the contract may be extended for a further Period of **one year** at the same terms and conditions at the option of Company.

3.0 PERFORMANCE BANK GUARANTEE/SECURITY DEPOSIT:

- 3.1 Within 30 days of the receipt of notification of award (Letter of Award) from the Company, the successful Bidder shall either deposit Ten Percent (10%) of annualized contract value (Amount shall to be mentioned in the notification) as interest free Security Deposit or provide an irrevocable Bank Guarantee for an equivalent amount in the prescribed format as provided herein vide **Proforma-D** from a schedule bank.
- 3.2 The Performance Bank Guarantee/Security Deposit shall be payable to Company as compensation for any breach of contractual provisions or loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 3.3 The Security Deposit if provided through Bank Guarantee as specified above must be valid up to three (3) months (to lodge claim, if any) beyond the date of expiry of the tenure of the Contract. In the event of any extension to the contractual validity, it will be obligatory on the part of the Contractor to extend the validity of Bank Guarantee (PBG) suitably to cover the period of extension also.

- 3.4 The amount of security deposit shall be returned/refunded to the Contractor upon its expiry. However, the Company has the liberty to adjust the Security deposit for recovering any amount due from the Contractor.
- 3.5 Failure on the part of successful Bidder to furnish PBG and/or to execute the formal Agreement within the specified period shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security, besides being liable for Banning as per Company's Banning Policy.
- 3.6 The Security deposit shall not accrue any interest.

4.0 APPLICABLE LAWS:

- 4.1 Agreement shall be deemed to be an agreement made under, governed by and constructed in accordance with the laws of India. No Party shall do commit, adopt or participate in any act prohibited under the laws of India, in performance of the Agreement.
- 4.2 The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the Acts in force from time to time, but not limited to the following, and shall ensure full compliance of various Indian Laws and Statutory regulations to the extent applicable. The Purchaser shall obtain necessary permits/licenses etc. from appropriate authorities for successfully conducting operations under the Agreement.
- a) Mines Act, 1952– as applicable to safety and employment conditions.
 - b) Oil Mines Regulations, 2017.
 - c) Employees' Compensation Act, 1923.
 - d) The Acts / measures prescribed in IAGC standards, especially in regard to Safety and Environment.
 - e) Environment protection and pollution control laws.
 - f) The Explosives Act, 1984 and the Explosives Rules, 1983.
 - g) Central Motor vehicle Rules, 1988 and rules thereof.
 - h) Assam Motor Vehicle Act, 1988 and rules thereof.
 - i) Public Liability Insurance Act, 1991.
 - j) Contract Labour (Regulation & Abolition) Act, 1970.
 - k) Any other law/rules not specified above but applicable in respect of sale/ purchase/storage/utilization/transportation of condensate.

5.0 FORCE MAJEURE:

- 5.1 Any non-performance or delay in performance by any Party hereto on any of its obligations under this Agreement, or in fulfilling any condition of any License or Lease granted to such party, or in meeting any requirement of any statute or any License, shall, except for the payment of money due under this Agreement or under any law, be excused if, and to the extent

that, such non-performance or delay in performance under this Agreement is caused by Force Majeure as defined hereunder:

- 5.2 For the purpose of this Agreement, the term Force Majeure means any cause or event, other than non-availability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance. Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomena or calamities, earthquakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, riots, strikes, insurrection and civil disturbances but shall not include the non-availability of funds.
- 5.3 Where a Party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than 72 (seventy two) hours after the occurrence of the event of Force Majeure, notify the other Party in writing giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons for its suspension.
- 5.4 A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract. The party affected shall promptly notify the other Party as soon as the Force Majeure event is removed and no longer prevents it from complying with the obligations which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.
- 5.5 The Party asserting the claim of Force Majeure shall have the responsibility of proving that the circumstances constitute valid grounds of Force majeure under this clause and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure situation.
- 5.6 Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such cause lasts.
- 5.7 Notwithstanding anything contained herein above, if any event of Force Majeure occurs and is likely to continue for a period in excess of thirty days, the Parties shall meet to discuss the consequences of the Force Majeure and the course of action to be taken to mitigate the effects thereof or to be adopted in circumstances.

6.0 INSURANCE:

- 6.1 The Purchaser/Contractor shall arrange comprehensive insurance to cover all risks/loss in respect of the Purchaser's facilities, personnel materials, equipment etc. belonging to the Purchaser or its sub-contractors/transporters/authorized agents during the currency of this Agreement.

Under no circumstances, the Company shall be made liable or held responsible for any such happenings including loss incurred by the Purchaser/Contractor.

- 6.2 The Purchaser shall at all times during the currency of Agreement provide, pay for and maintain the following insurances amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) General Public liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property under Public liability Insurance Act 1991. This insurance must cover all operations of the Purchaser required to fulfill the provisions under this Agreement.
 - c) The Purchaser's facilities provided by the Purchaser for performance of the work hereunder shall have an insurance cover with a suitable limit.
 - d) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
- 6.3 The Contractor shall obtain additional insurance or revise the limits of existing insurance as per the Company's request, in which case additional cost shall be to Contractor's account.
- 6.4 Any deductible set forth in any of the above insurance shall be borne by the Purchaser.
- 6.5 Prior to commencement of lifting of condensate under the agreement, the Contractor shall furnish the certificates of all its insurance policies covering the risks mentioned above to CGM-LPG of OIL for verification and records.
- 6.6 If any of the above policies expires or terminated during the term of Agreement and if the Contractor fails for any reason to renew such policies, then the Company may renew/replace same and charge the cost thereof to the Purchaser. Should there be a lapse in any insurance required to be carried out by the Purchaser for any reason whatsoever loss/damage claims resulting therefrom shall be to the sole account of the Contractor.
- 6.7 The Purchaser shall require all of their sub-contractors, transporters and authorized agents to provide such of the foregoing insurance coverage as the Purchaser is obliged to provide under this Agreement and inform Company about the coverage prior to the commencement of agreements with such sub-contractors, transporters and authorized agents.

- 6.8 All insurance taken by the Contractor or their sub-contractors shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.
- 6.9 Insurance, if any, taken by the Company with regard to this Agreement shall be endorsed to provide that the underwriters waive their rights of recourse on the Purchaser or his contractors, sub-contractors and authorized agents.

7.0 TERMINATION:

The Agreement shall continue to be in force till its scheduled expiry, unless terminated on following accounts:

- 7.1 Termination on expiry of the terms (Duration): This Agreement shall be deemed to have been automatically terminated on expiry of its stipulated duration including extension, if any.
- 7.2 Termination on account of insolvency: In the event that the Contractor at any time during the term of the Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the rights and privileges of Contractor thereunder, shall stand terminated forthwith.
- 7.3 Termination for unsatisfactory performance: If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 7.4 Termination due to change of ownership & Assignment: In case the Contractor's rights and/or obligations under the Agreement and/or the Contractor's rights, title and interest to the equipment/material/Plant, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Agreement.
- 7.5 Termination for discontinuing lifting: In case the Contractor discontinues lifting of the Condensate for a continuous period of 30 (thirty) days without any acceptable reasons, the Company may at its sole option, terminate the Agreement.
- 7.6 Termination on directive from Govt/Court of Law/Competent Authority: OIL reserves the right to terminate this Agreement forthwith without any obligation whatsoever, and whomsoever, if directed / advised by any Govt. Agencies or Competent Authority including the Board of Directors of the Company or Court of law.

7.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor, due to any reason not covered herein above, without assigning any reason thereof and without any obligation whatsoever and whomsoever to.

8.0 CONSEQUENCES OF TERMINATION:

8.1 In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

8.2 In the event of termination of contract, Company will issue Notice of termination to the Contractor with date or event after which the contract shall be ceased to exist. The contract shall then stand terminated and the Contractor shall not be permitted to lift condensate thereafter.

8.3 It will be obligatory on the part of Contractor to settle the payment then due to Company upto the date of termination. However, termination on account of para 7.2, 7.3, 7.4 & 7.5 above shall call for forfeiture of Security Deposit and other penal action as per provision of the Agreement.

9.0 LIABILITY:

9.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, assignees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment/facilities and/or loss or damage to the property of the Purchaser and/or his contractors or sub-contractors or authorized agents irrespective of how such loss or damage is caused and even if caused by the negligence of the Company and/or its servant, agents, nominees, assignees, contractors, authorized agents and sub-contractors. The Purchaser shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

9.2 Neither the Company nor its servants, agents, nominees, assignees, contractors, sub- contractors shall have any liability or responsibility whatsoever to whomsoever for injury to, illness or death of any employee of the Purchaser and/or his contractors or sub-contractors or authorized agents irrespective of how such injury, illness or death is caused and even if caused by the negligence of the Company and/or its servants, agents,

nominees, assignees, contractors and sub-contractors. The Purchaser shall protect, defend, indemnify and hold harmless the Company from and against such liabilities and any suit, claim or expenses resulting there from.

- 9.3 The Purchaser hereby agrees to waive his right of recourse and further shall cause his underwriters to waive their right of subrogation against the Company and/or his underwriters, Servants, Agents, Nominees, Assignees, Contractors and sub-contractors, for loss or damage to property of the Purchaser and/or his sub-contractor or his authorized agents when such loss or damage arises out of or in connection with the performance of this Agreement.
- 9.4 The Purchaser hereby agrees to waive his right of recourse and agrees to cause his underwriters to waive their right of subrogation against the Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Purchaser and of his contractors, sub-contractors, authorized agents and/or their employees when such injury, illness or death arises out of or in connection with the performance of this Agreement.
- 9.5 Except as otherwise provided, neither the Purchaser nor his servants, Agents, Nominees, Assignees, contractors or sub-contractors shall have any responsibility or liability whatsoever to whomsoever (including the owner) for loss of or damage to the property of the Company and / or its contractors or sub-contractors irrespective of how such loss or damage is caused and even caused by the negligence of the Purchaser/his servants, agents, nominees, and/or of the sub-contractors and/or his employees. The Company shall protect, defend, indemnify and hold harmless the Purchaser and his sub-contractors and his employees and crew from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 9.6 Neither the Purchaser nor its servants, agents, nominees, assignees and contractors/sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury to, illness or death of any employee of the Company and/or its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of the Purchaser and/or his servants, agents, nominees, assignees, other contractors/sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Purchaser from and against such liabilities, any suit, claim or expense resulting therefrom.
- 9.7 The Company hereby agrees to waive their right of recourse and further shall cause his underwriters to waive their right of subrogation against the Purchaser and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to property of the Company and/or its contractors and sub-contractors when such loss or damage arises out or in connection with the performance of this Agreement.
- 9.8 The Company hereby agrees to waive its rights to recourse and agrees to cause its underwriters to waive their right of subrogation against the

Purchaser or his underwriters for injury to, or illness or death of any employee of the Company and of its contractors and sub- contractors when such injury, illness or death arises out of or in connection with the performance of this Agreement.

10.0 INDEMNITY AGREEMENT:

10.1 The Purchaser agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands, and cause of action, liabilities, expenses, costs, liens and judgments of every kind and character, without limit, which may arise due to an involvement of the Purchaser's facilities, employees, agents, contractors and sub-contractors or their employees on account of damage, bodily injury or death, damage to property as a result of the operations contemplated hereby, regardless or whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

10.2 The Company agrees to protect, defend, indemnify and hold Purchaser harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgments of every kind and character, without limit, which may arise due to an involvement of the Company's equipment, agents, contractors and sub-contractors or its employees on account of damage, bodily injury or death, damage to property as a result of the operations contemplated hereby regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

10.3 Indemnity Application:

The indemnities given hereinabove, whether given by the Company or the Purchaser shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or causes of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

10.4 Indemnity against Accidents:

Notwithstanding anything to the contrary contained hereinabove, it is agreed that the Purchaser shall to the maximum extent permitted under law, release, indemnify, defend and hold the Company and its sub-contractors and each of its and their respective directors, officers, employees, consultants, agents, harmless from and against any and all claims demands, causes of action, liabilities, damages, judgements, awards, losses, costs, penalties, fines and expenses and any costs related thereto (including but not limited to Court Costs and Attorney's fees and costs of litigation) for any kind of character ("Claims") asserted by or in favour of any person, party or entity, including, without limitation, Claims for damage to or loss or destruction of real or personal property belonging to any person, Party or entity (including without limitation property belonging to Company, Purchaser or any third party), and Claims for personal or bodily injury, sickness, disease or death of any person (including without limitation,

personnel of Company, Purchaser or any third party) in respect of or resulting from:

- a) Transportation, installation, maintenance of operation of the unloading arrangements.
- b) Any accident or damage to the tank trucks detailed for carrying condensate within and/or outside the Company's premises.
- c) Any explosion or fire while in transportation and/or in use at the plant directly or indirectly caused by or contributed by or arising from the use of Condensate lifted/transported from the point of handing over by Company.
- d) Pollution or contamination of any kind.
- e) Unauthorized use of the condensate.

Regardless of the cause, including without limitation any form of negligence, strict liability, breach of warranty (express or implied), breach of duty (statutory or otherwise), breach of contract, or any other legal fault or responsibility of the Company, Purchaser or any other person, party or entity.

11.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

11.1 Arbitration (Applicable for Suppliers/Contractors other than PSU):

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 and/or through mutually agreed Outside Expert Committee (OEC), the same shall be referred to Arbitration as provided hereunder:

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

- (b) The number of Arbitrators and the appointing authority shall be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto INR 5 Crore	Sole Arbitrator	OIL
Above INR 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator (the presiding Arbitrator) by the two Arbitrators.

- (c) 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.
- (d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as Arbitrator.
- (e) 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.
- (f) Parties agree 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.
- (g) The arbitral tribunal shall make and publish the award within time stipulated as under :

Amount of Claims and counter claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
Upto INR 5 Crore	Within 8 months
Above INR 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

- (h) After commencement of the arbitration proceedings, if 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.
- (i) Each party shall be responsible to make arrangements for the travel and stay etc. of the Arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- (j) The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- (k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- (l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, 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.

- 11.3 The venue of all arbitrations under both 11.1 & 11.2 will be **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned. The award made in pursuance thereof shall be binding on the parties.

12.0 BACKING OUT BY BIDDER AFTER ISSUE OF LOA: In case LOA issued within the bid validity is not accepted by the successful bidder or the Performance Security is not submitted as per the terms of the contract within the specified time, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

13.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: Information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement (as the case may be), the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

14.0 ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January 2017 available in OIL's website: www.oil-india.com.

15.0 AMENDMENTS:

Amendments to any terms and conditions of this agreement, if any, can be carried out only through an "Amendment to Agreement "duly signed by the authorized representative of the Company and the Contractor.

16.0 NOTICES:

Any notice given by one party to other, pursuant to the Agreement shall be sent in writing or by e-mail and confirmed in writing to the applicable address specified below:

COMPANY

(a) Contractual Matters:

GM - Materials,
Oil India Limited,
Duliajan - 786602,
Assam, India,

(b) Payment Issues:

CGM (A/P) (Finance & Accounts)-HOD
Oil India Limited
Duliajan - 786602
Assam, India

CONTRACTOR

M/s.

(c) Issue related to lifting of Condensate:

GM-LPG

Oil India Limited

Duliajan – 786602

Assam, India

******* END OF SECTION- IV *******

SECTION - V

(SPECIAL TERMS AND CONDITIONS OF CONTRACT)

1.0 CONDENSATE AVAILABILITY AND ALLOTMENT OF QUANTITY:

- 1.1 Depending upon the quality and quantity of Natural Gas processed for production of LPG in OIL's LPG Plant at Duliajan, recovery of Condensate varies on day to day basis and hence availability of quantity is not uniform throughout. Therefore, delivery of fixed quantity in any month cannot be guaranteed, but the monthly and annual selling quantity of condensate shall depend on actual production availability/recovery of condensate in OIL's LPG Plant at Duliajan, Assam. Nonetheless, the total available quantity of condensate for sale by OIL INDIA LIMITED (OIL) would be around 2000 MT per Month and shall not exceed 20000MT per annum.
- 1.2 OIL intends to allot the available quantity of condensate to more than one qualified Bidders, subject to matching their quoted price/premium in percentage with that of H1 Bidder. The monthly-allotted quantity to the originally quoted H1 Bidder would be limited to 1200MT and the remaining available quantity shall be offered to other interested eligible bidders in order of their inter-se-ranking. Minimum quantity to be offered to any bidder shall not be less than 300MT per month. Notwithstanding above, allotment of quantity to all interested eligible bidders shall be decided by Company based on Bidders' approved Plant capacity and current upliftment capability, subject to matching their quoted premium percentage with that of H1 Bidder.
- 1.3 Based on their approved plant capacity and current handling/processing capacity of condensate, Bidders should submit Bids for purchase of 300MT (minimum) to 2000MT (maximum) quantity per month against this tender. However, depending on the availability of total condensate at LPG Plant and situation emerged after price bid opening regarding matching of price/premium by the successful bidders with H1 Bidder, Company reserves the right to decide the monthly allotment quantity at its sole option. Under no circumstance, the maximum monthly allotment quantity will exceed the bidder's approved plant capacity and the minimum allotment quantity will be below 300MT per month.
- 1.4 In the event of less recovery of Condensate in a particular month due to reasons not limited to shutdown of LPG plant, non-availability of gas or any other reason whatsoever including Force Majeure situation, the total available quantity shall be distributed proportionately amongst the successful bidders with whom agreements will be entered by OIL against this tender. The shortfalls in quantity of any month shall not be carried forward to the next month.

- 1.5 In case the Contractor/Purchaser is unable to place adequate number of vehicles on a particular day to uplift their entitled quantity of condensate as per the contract, the Company will not be held responsible for shortfall of that quantity at the end of the month.

2.0 IMPORTANT NOTE:

Based on the production availability of condensate and approved plant capacity of successful bidders, OIL intends to enter into sale agreements with more than one successful bidders against the tender, provided they agree to match their quoted premium percentage with the H1 Bidder. Under such situation, the originally quoted H1 Bidder will be allotted a maximum quantity upto 1200 MT per months and the remaining available quantity shall be distributed amongst other such interested bidders in order of their evaluated inter-se-ranking from highest to lowest and the minimum allotment shall not be less than 300MT per month. Company's decision in this regard shall be final and binding on the bidders. In the event of emergence of Single acceptable bid scenario or refusal by other bidders to match with H1 Bidder, contract shall be awarded only on the H1 bidder upto the full available quantity or their approved plant capacity, whichever is lower.

3.0 SELLING PRICE OF CONDENSATE:

- 3.1 During the currency of contract, the condensate shall be sold by OIL at variable rates to the successful bidder(s) depending on the changes in declared fortnightly average PLATTs Rate for Naphtha FOB Singapore (Platts Code – PAAAPOO) from time to time with the **PREMIUM** quoted by the H1 Bidder and agreed by the parties to the contract.
- 3.2 For the purpose of billing by OIL to the Purchaser/Contractor, the highest percentage of premium received against this Tender shall be applied over & above the variable average PLATTs Rate for Naphtha FOB Singapore (Platts Code – PAAAPOO) prevailing in the fortnight prior to lifting of condensate from OIL's LPG Plant. Fortnight for this purpose shall be from 1st to 15th and 16th to month end. An example showing the methodology of calculation of Basic Sale Price/Billing Rate is demonstrated below:

Parameters	Value
Premium in percentage (maximum upto 2 decimal places) quoted by H1 Bidder	X (Say 25.00%)
Variable average of PLATTs Rate in INR/MT prevailing in the previous fortnight	Y (Say Rs. 35,000.00)
The Base Price per MT for Billing shall be	Y (1+X) = Rs. 35,000 (1+0.25) = Rs. 43,750.00

NOTE: The PLATTs Rate is declared in USD per BBL. For conversion of PLATT Rate into Rupees/MT, 1 MT = 9.00 BBL will be considered and the average exchange rate published by the Financial Benchmarks India Pvt. Ltd. (FBIL) for US Dollar to Indian Rupees shall be taken into account.

N.B. – For reference of Bidders, the variable average of PLATTs Rate (Code-PAAAPOO) in INR/MT for the second fortnight (16th to 30th) of April 2019 is calculated to be INR 40,673.89 per MT.

- 3.3 The Base Price of condensate for billing as demonstrated above shall be the Ex-LPG Plant of OIL at Duliajan and is exclusive of CESS under OIDB Act, NCCD, and other applicable levies. Such taxes/duties/levies/surcharges prevailing at the time of sale of the product shall be extra to the Purchaser/Contractor's account.
- 3.4 Billing as above shall be done by OIL taking the variable average PLATTs Rate for Naphtha FOB Singapore (Platts Code – PAAAPOO) prevailing in the fortnight prior to lifting of condensate and exchange rate (USD to INR) upto the last day of fortnight previous to lifting of condensate. Based on the price calculated as above, payment has to be deposited by the Purchaser/Contractor in advance before lifting of condensate.
- 3.5 CESS under OIDB Act, NCCD, Sales Tax and any other statutory/Local levies as may be applicable from time to time will be borne by the Purchaser/Contractor and to be paid extra to the Company alongwith the base price of Condensate. Company will deposit the statutory levies with the concerned authorities.
- 3.6 VAT/Central Sales Tax shall be extra as applicable and shall be to Purchaser/Contractor's account. The Purchaser has to submit **Form 'C'** to the Company on a regular basis failing which applicable CST will be charged extra.
- 3.7 Any change in applicable rate of statutory levies during the currency of contract or introduction of new statutes like Excise Duty/GST etc. shall be entirely borne by the Purchaser/Contractor.

4.0 PAYMENT:

Payment towards lifting of Condensate shall be made in advance by the Purchaser/Contractor in favour of "OIL INDIA LIMITED" through Demand Draft drawn on a schedule bank having branch in Duliajan and made payable at Duliajan OR through online banking facilities like RTGS/NEFT. Lifting of materials from OIL's LPG Plant shall be allowed only after confirmation regarding receipt of money in Company's bank account. All expenses from and beyond lifting point of Condensate shall be to Purchaser's account.

5.0 STATUTORY LICENSE AND CLEARANCE:

Bidder must have the following valid licenses as on the date of submission of its bid and the validity thereof must be maintained throughout the contractual period or renewed as and when required during the currency of contract.

- 5.1 Necessary licenses including but not limited to explosive license, from the appropriate Government Authorities to transfer Condensate from the point of loading/handing over at Duliajan to their plant (**Bidder to mention their detailed plant address**). Inter-district and/or Inter-state movement of Condensate shall be the sole responsibility of the Purchaser/Contractor.
- 5.2 Requisite licenses from appropriate Govt. Authorities to store, handle and process Class – A Petroleum products.
- 5.3 Requisite environmental clearances for processing of Condensate in their Plant.
- 5.4 Any new requirement imposed/notified by the Govt. on purchase/ sale/ utilization of Condensate must be duly adhered to and complied with by the Purchaser/Contractor.

6.0 UTILIZATION RECORDS:

Purchaser/Contractor shall furnish the **monthly statement** of value added Products manufactured by them out of the Condensate purchased under the agreement vis-à-vis statement showing the quantity of such condensate utilized thereon and shall mandatorily maintain proper records for verification by OIL Officials/concerned Inspection Authorities or any other authority as may be deputed by the Company.

7.0 AVAILABILITY / POINT OF DELIVERY:

- 7.1 Condensate shall be made available to Purchaser at LPG Dispatch Terminal of the Company in Duliajan or any other place as may be decided by the Company from time to time.
- 7.2 The Purchaser will be required to place the bowsers / tank trucks to lift day-to-day recovery of Condensate as per following time table. The Bowsers / tank trucks should be fit to carry condensate.

Monday to Friday : 7.30 a.m. to 3.00 p.m.
Saturday : 7.30 a.m. to 11.00 a.m.
- 7.3 If the full quantity cannot be lifted on Saturday within the working hours mentioned above, the remaining quantity will be delivered / lifted on the next working day in addition to the normal daily upliftment for that day.

7.4 Normally it is not preferred to deliver Condensate in tankers on Sundays, holidays and extended hours during day's operation. However, the same may be considered at the sole discretion of the Company in a month having more numbers of holidays, bandhs etc. to meet the monthly allotment quantity of purchaser, subject to availability of Condensate in stock.

8.0 TRANSPORTATION:

The Purchaser will make own arrangement and bear all costs in collecting Condensate from LPG Dispatch Terminal or any other point of loading and also bear the cost of transportation of the product from loading point to their plant.

9.0 UPLIFTMENT OF CONDENSATE:

9.1 **Mode of delivery:** From time to time during the currency of contract, Contractor/Purchaser shall liaise with GM-LPG of OIL and furnish their fortnightly condensate lifting plan with date wise break-up at least one week in advance. Accordingly, OIL shall arrange for loading/delivery of Condensate into Contractor's Bowsers/Tank Trucks as per day-wise indent, subject to payment in advance. Contractor/Purchaser must ensure that only those Bowsers/Tank Trucks which conform to statutory specifications for transportation of Hydrocarbon liquid having composition similar to that of Condensate and duly certified by statutory authority are placed at OIL's LPG Plant.

9.2 The purchaser shall expressly confirm in writing the name(s) of the representative(s) for signing the delivery challans and Central Excise document [with attestation of representative's specimen signature], the name(s) and other details of the driver(s) and the Regd. No. of the Bowser(s) to GM-LPG of the Company for each day in advance at least two days before the schedule of upliftment.

9.3 **Quantity determination:** The net quantity of condensate loaded shall be determined on the basis of the weight of the bowser/tank trucks before and after loading operations on a duly calibrated weigh bridge located at Company's LPG Plant at Duliajan. This may be changed to other improved system in future. However, to comply with Central excise procedure, volume determination by dip measurement will also be resorted to, though quantity determination of weight by Weigh Bridge will be final and binding for all purposes under this Agreement.

9.4 Purchaser will start lifting of Condensate as per Agreement and will continue to lift the same regularly during the validity of agreement. However, in case the Purchaser discontinues lifting of Condensate for a continuous period of 30 days without any acceptable reasons, OIL reserves the right to terminate the Agreement without thereby incurring any liability to compensate the purchaser on any account whatsoever.

9.5 Purchaser, in their own interest, shall obtain prior information from GM-LPG of Company on a fortnightly basis in advance of the daily production plan and thereafter place their tanker(s)/bowser(s) for upliftment of Condensate from LPG Dispatch Terminal/any other loading point. Delivery of Condensate will be in terms of MT only (upto four decimals) and the delivery challans/bills will be raised accordingly. Sale of Condensate will be made against advance payment only.

10.0 OPERATIONAL SAFETY:

10.1 The Bowsers/Tank Trucks reporting for uplifting of Condensate shall park near OIL's LPG Plant at the place designated for LPG carrying vehicles. The vehicles including drivers/handyman and personnel of the Purchaser/ Contractor shall be subject to Company's security checks as may be prescribed from time to time. The Purchaser expressly confirms adherence to all safety/security norms.

10.2 Monitoring of safety checks:

10.2.1 Purchaser or its representative will check and ensure that vehicles meeting all statutory regulations are only placed for uplifting of Condensate. Any vehicle found not meeting the statutory or other specified guidelines shall be returned at the cost of the Purchaser/ Contractor.

10.2.2 OIL shall ensure safe filling of the bowsers/tank trucks at its terminal. The Purchaser's representative will physically witness the quantity of product loaded and will sign necessary documents/delivery ticket etc. as a token of receipt of the product. The Purchaser shall be solely responsible to ensure all measure for pilfer proofing of the condensate loaded tankers.

10.2.3 OIL shall control vehicle movement, parking etc. inside the LPG Plant premises and on plant approach road.

10.2.4 Purchaser will be responsible for safe handling and transportation of Condensate after it is handed over by the Company at LPG Dispatch Terminal or any other loading point.

10.2.5 The tankers/bowsers will be sealed after loading at the LPG Plant. The purchaser shall ensure proper records of seal numbers with respect to tankers/bowsers carrying the condensate to their plant. The purchaser must ensure about receipt of the tankers/bowsers in sealed condition by endorsing the same on the receipted challan.

10.2.6 Purchaser shall ensure the compliance of the provision under Sec. 129 to 137 of the central Motor Vehicle Rules, 1989.

10.3 In this context, the Purchaser may note that the tankers/bowsers shall be loaded on first come first served basis. However, priority will be given by the Company for serving the LPG tankers first.

10.4 **Information regarding product availability and operation & maintenance schedule of LPG Plant:**

- (a) OIL will give advance intimation on regular planned maintenance Shutdowns and modification of LPG Plant if these are likely to affect product availability. Similarly, the Purchaser will provide advance intimation on product upliftment plans fortnightly.
- (b) **The Purchaser may also avail maximum 30 days in a calendar year towards scheduled/un-scheduled maintenance of their Plant(s), excluding force majeure situations,** for which payment of Minimum Guaranteed Upliftment (MGU) shall not be applicable. However, all scheduled maintenance must be intimated in writing to Company two (2) weeks in advance.

11.0 **MINIMUM GUARANTEED UPLIFTMENT (MGU):**

11.1 The Purchaser/Contractor is expected to lift condensate regularly upto the maximum monthly allotted quantity as per the Sale Agreement. Notwithstanding above, the Purchaser/Contractor agrees to uplift a minimum guaranteed quantity of 80% (eighty percent) of the monthly allotment in every calendar month and payment for the same shall be made by them to the Company, whether uplifted or not, except that pro-rata adjustment shall be made on account of the following:

- i) In case of Force Majeure situation and/or Bandh affecting Company's LPG Plant.
- ii) LPG Plant shutdown, whether scheduled or otherwise.
- iii) During scheduled/un-schedule plant maintenance as per para 10.4 (b) availed, if any, by the Purchaser/Contractor.

11.2 The Minimum Guaranteed Upliftment (MGU) quantity shall be calculated on monthly basis and shall be determined in the following manner:

$$MGU = \frac{('N1' \text{ days} \times \text{monthly allotted quantity} \times 0.80)}{N}$$

Where;

N1 = ['N'-'SO'-'SP'-'F']

N = Number of days in the relevant month

SO = Number of days for which OIL's LPG Plant remained shutdown during the month (Scheduled or otherwise)

- SP = Number of days shutdown availed by the Purchaser during the month pursuant to clause No. 10.4(b) above.
- F = Number of Force Majeure days during the month including Bandh.

Note: For the purpose of MGU, while calculating the number of days for the first month after the agreement comes into effect, the days shall be counted from the 1st day of upliftment and shall end on the last day of the month. Also for calculating the number of days for the last month of the contract, the days shall be counted from the 1st day of the month and shall end on the last day of the contract.

- 11.3 The billing in respect of Minimum Guaranteed Upliftment (MGU) will be made on a monthly basis and the same will be paid by the Purchaser within fifteen days from the date of billing. Delay in settlement of MGU bills shall attract interest @ 1% above SBI PLR (Kolkata Main Branch). In case of delay in making payment beyond 15 days, the Company (OIL) also reserves the right to deduct the amount together with interest from available advance or restrict future sale of condensate.
- 11.4 Pricing of Minimum Guaranteed Upliftment (MGU) quantity shall be calculated on the basis of simple average of fortnightly price raised during the above month.

12.0 INVOICING & PAYMENT:

- 12.1 The Contractor/Purchaser shall deposit the payment (either by Demand Draft or through online payment) in advance for the quantity to be lifted and obtain money receipt from OIL's Finance & Accounts Department.
- 12.2 The Money Receipt obtained from OIL's Finance & Accounts Department is to be submitted by the Purchaser/Contractor to GM-LPG of OIL for preparation of Delivery Note/Challan etc. and necessary clearance before sending their tankers / bowsers for collection of Condensate from LPG Dispatch Terminal or any other loading point.
- 12.3 Billing/Invoice shall be raised by OIL on fortnightly basis after reconciling the actual amount deposited and quantity lifted during the fortnight. Differential amount, if any, shall be adjusted against the quantity to be lifted in the next fortnight.
- 12.4 The Contractr/Purchaser will submit the requisite "Form C" to OIL's Finance & Accounts Department on regular basis as per the CST Act, 1956 for the quantity lifted.

13.0 SET OFF:

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

14.0 PURCHASER'S OBLIGATIONS:

14.1 In the event of an award of contract, the Contractor/Purchaser hereby confirms to comply with the following:

- (a) Submission of notarized copy of Explosive License issued by the Chief Controller of Explosives (CCOE) or such authorized Govt. authority for storage of condensate valid as on date as well as during the period of Agreement.
- (b) Submission of notarized copy of Plant lay out approved by the office of Chief Controller of Explosives (CCOE) or such authorized Govt. authority including any modification after signing of the Agreement.
- (c) Submission of an undertaking (as per Annexure-I) that the product lifted from Company under the agreement shall be transported to their plant in order to produce finished goods and shall not be utilized at any other place and for any other purpose whatsoever or sale of such materials lifted from the Company to any other person, party or entity whether belongs to the purchaser or not. Contractor/Purchaser shall be solely responsible for any consequential damage if caused to the Company by any authority under law due to its mishandling or misuse for some other purpose after taking delivery of the material from Company and shall render Company harmless all time for any misuse or otherwise of the Condensate sold to the purchaser.
- (d) Submission of an Indemnity Bond (as per Annexure-II) indemnifying Company to fully protect, indemnify and hold harmless against any and all claims, demands, actions, suits, damages etc. once the tanker leaves Company's LPG Plant.
- (e) Submission of an undertaking towards compliances of all the requirements in respect of informing various authorities, submission of returns as required, under the law or any administrative order in force including those which may be notified at any time during currency of the agreement and all such other obligations on the part of users of Condensate.

- (f) Submission of the notarized copy of the Insurance cover taken under 'Public Liability Insurance Act 1991' to cover the risk of materials in transit and Third Party Risk.
- (g) Submission of notarized Copy of Insurance coverage of Purchaser's building, plant & machineries and stock.
- (h) Submission of a notarized copy of the Registration Certificates under the Central Excise Act, the Central Sales Tax Act.
- (i) Submission of a notarized copy of Solvent, Raffinate and Slop License issued by the State Govt. or the District Magistrate or any other Officer authorised by the Central or the State Govt.
- (j) Submission of a notarized copy of NOC from Pollution Control Board.
- (k) The Contractor/Purchaser shall be solely responsible for the entire quantity of condensate lifted/purchased from Company and must provide an undertaking on a Non-Judicial Stamp Paper assuring compliance to the following statutory stipulations:
 - (i) No person shall acquire and store Condensate, without a valid license issued by the State Government or District Magistrate/ Deputy Commissioner or any other Officer authorized by the Central or State Government.
 - (ii) No person shall either use or help in any manner the use of Condensate as Motor Spirit, High Speed Diesel and / or any other fuel permitted by the Central Government.
 - (iii) No person shall either adulterate or help in any manner adulterating of Motor Spirit and High Speed Diesel with Condensate.
 - (iv) Every person whosoever is engaged in actual use of Condensate for manufacture of any petrochemicals or any other purpose shall submit End-use certificates to the District Magistrate or the State Civil Supplies Authorities by whatever name called.
- (l) The Contractor/Purchaser will extend all necessary co-operation and assistance in observing the prescribed procedures under the Central Excise Act/GST Act & other applicable statues for clearing Condensate from the LPG Dispatch Terminal or any other loading point and will sign all necessary documents as may be required for this purpose.

14.2 In addition to above, purchaser shall have to abide by all Statutory/ Administrative/Regulatory orders/guidelines in force from time to time during the currency of the agreement.

14.3 The Company will allow the Purchaser to uplift Condensate from its LPG Plant only after submission of duly notarized copies of all the requisite documents, certificates and licenses mentioned in the Agreement and after the same are verified/scrutinized with original and accepted by the Company.

15.0 END USER CERTIFICATE:

End User Certificate, duly endorsed by District Magistrate / Deputy Commissioner, must be submitted by the Purchaser to OIL on monthly basis. End User Certificate of a particular month must be submitted positively within the next month, failing which further supply of Condensate to the Purchaser may be stopped.

16.0 COMPANY'S RIGHTS:

16.1 OIL reserves the right to inspect the Plant & Premise of Contractor at any time during the currency of Agreement and check all the documents in compliance of various rules and regulations applicable to sale and consumption of Condensate and to examine adherence to contractual terms and conditions for which the Contractor/Purchaser will extend all co-operation to Company's authorized representatives.

16.2 OIL reserves the right to terminate this Agreement at any time by giving immediate notice, in case it comes to knowledge of the Company of any violation by the Purchaser of any of the rules and regulations applicable or the Purchaser's non-compliance with any of the terms & conditions of this Agreement. The Purchaser will be solely responsible for any consequences arising in respect thereof. In such circumstances, Company shall have the right to forfeit the Security Deposit or to encash the Bank Guarantee furnished by the Purchaser as Security Deposit, as the case may be without giving any notice to the purchaser.

16.3 The Company reserves the right to its sole option without assigning any reason whatsoever to reduce the quantity of monthly supply depending on the production of Condensate and in that event it will be binding on the Purchaser without any demur. The Purchaser confirms his acceptance without any demur in this regard.

16.4 The Company reserves the right and the purchaser confirms his acceptance to cancel / terminate this Agreement without any obligation whatsoever, if directed / advised by any Government Agencies or Competent Authority including the Board of Directors of the Company or Court of law.

******* END OF SECTION – V *******

PRICE BID/PRICE SCHEDULE FORMAT
(FOR SALE OF CONDENSATE)

Sl. No.	Item Description / Particulars	Unit	Value
1	PREMIUM in percentage payable over and above the prevailing variable average PLATTs Rate for Naphtha FOB Singapore (Platts Code – PAAAPOO)	% (Percentage)	(Bidders to quote Percentage upto two decimal places in figures and words)

NOTE:

- (a) Subject to meeting other criteria of the Tender, Bidder quoting highest premium in percentage shall be considered as the H1 Bidder and contract for sale of condensate shall be awarded accordingly.
- (b) For the condensate to be lifted by the Purchaser/Contractor from OIL during the currency of agreement, billing/invoicing for payment shall be done on fortnightly basis and the Basic Sale Price/Billing Rate for Condensate shall be determined from time to time as shown below and demonstrated vide Clause No. 3.2 in Section-V.

Basic Sale Price/Billing Rate = Y (1+ quoted Premium in percentage)

Where;

Y= Variable average of fortnightly declared PLATTs Rate for Naphtha FOB Singapore (Platts Code – PAAAPOO) prevailing in the fortnight prior to lifting of condensate. Fortnight for this purpose shall be from 1st to 15th and 16th to month end. Above declared PLATT Rate shall be converted in to INR per MT considering:

- (i) 1 MT = 9.000 Barrels
- (ii) The fortnightly average of exchange Rates published by the Financial Benchmarks India Pvt. Ltd. (FBIL) shall be considered for conversion of US Dollar to INR.
- (c) In addition to the Basic Sell Price/Billing Rate as above, the following statutory levies as may be applicable from time to time shall be charged extra to the Purchaser/Contractor:

- (i) CESS under OIDB Act (Currently applicable @ 20% ad-valorem)
 - (ii) NCCD (Currently applicable @ INR 50.00 per MT)
 - (iii) Sales Tax, Educational Cess & any other Govt. levies/surcharges
- (d) CESS under OIDB Act, NCCD, VAT/Sales Tax and any other statutory/local levies will be borne by the Contractor/Purchaser, which are to be paid to the Company alongwith the basic price of Condensate and Company will deposits the same with the concerned authorities. VAT/Cental Sales Tax shall be extra as applicable. Successful bidder/Purchaser has to submit Form "C" to the Company on a regular basis, failing which CST @5% will be charged extra.

******* END OF PROFORMA - A *******

FORMAT FOR BID SECURITY/EMD

Bank Guarantee No.:

TO,
OIL INDIA LIMITED
P.O. – DULIAJAN – 786602
ASSAM, INDIA

WHEREAS, (Name of Bidder)(hereinafter called "the Bidder") has submitted their Bid No. dated for purchase of Condensate from OIL's LPG Plant at Duliajan (hereinafter called "the Bid") against e-Tender No. **CDI1324P20 dated 07.05.2019** floated by Oil India Limited, Duliajan (hereinafter called the Company).

KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (hereinafter called "Bank") are bound unto the Company, in the sum of (*.....) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

Sealed with the said Bank thisday of

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws/modifies their Bid during the period of Bid validity specified by the Bidder;
or
2. If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the formal Agreement in accordance with the terms of Tender; or
 - (b) Fails or refuses to furnish the Performance Security/Security Deposit in accordance with the terms of Tender;or
3. If the bidder furnishes fraudulent document/information in their bid

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/e-mail), without the Company having to substantiate its demand provided that in its demand Company 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 upto and including the date (**.....) 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:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be minimum 90 days beyond the end of the validity period of the Bid.

Note: 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.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

******* END OF PROFORMA - B *******

DRAFT CONTRACT / AGREEMENT FORM

This Contract/agreement is made on _____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor), hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part.

WHEREAS the Company desires to sale condensate recovered from its LPG Pant at Duliajan as detailed hereinafter and tenders were invited by the Company from bidders having requisite experience and statutory clearances vide Tender No. CDI1324P20 dated 07.05.2019.

WHEREAS, the purchaser vide its bid ----- represents that they have requisite clearances and resources and agrees to purchase Condensate recovered from Company's LPG Plant at Duliajan for their distillation unit at ----- .

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____ submitted by the Purchaser against Company's Tender No. CDI1324P20 dated 07.05.2019.

WHEREAS Purchaser has accepted Company's Letter of Award vide their letter no. _____

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract / agreement. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Purchaser's bid and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorised solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- a) General Terms & Conditions (as detailed in Section-IV)

- b) Special Terms & Conditions (as detailed in Section – V)
- c) The Schedule of Rates (as per Proforma –A)
- d) Undertaking (as per Annexure-I of bid document)
- e) Indemnity agreement (as per Annexure-II of bid document)

IN WITNESS where of, the parties hereto set their hands and sealed as on the day and year first above written

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)
Name:
Status:

For and on behalf of
Contractor (M/s _____)
Name:
Status:

In presence of
1.

2.

In presence of
1.

2.

******* END OF PROFORMA - C *******

PROFORMA-D

PERFORMANCE BANK GUARANTEE FORM (UNCONDITIONAL)*

TO,
OIL INDIA LIMITED
P.O. – DULIAJAN – 786602
ASSAM, INDIA

WHEREAS (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. dated 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 the security deposit in the form of a Bank Guarantee by a schedule bank as security deposit for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, 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 demur or argument, 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 there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease to relieve us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until theday of
(To be calculated at **3 months** after Contract completion 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:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date.....

Place _____

Note: 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.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

******* END OF PROFORMA - D *******

PROFORMA-E

PROFORMA LETTER OF AUTHORITY

TO
OIL INDIA LIMITED

Sir,

Sub: OIL's Tender No. CDI1324P20 dated 07.05.2019

We _____ confirm that Mr. _____
(Name and address) is hereby authorized to represent us to Bid, negotiate and
conclude the agreement on our behalf with you against Tender No. **CDI1324P20**
dated 07.05.2019 for Sale of Condensate recovered from OIL's LPG Plant at
Duliajan.

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

Yours Faithfully,

Signature: _____

Name & Designation: _____

For & on behalf of: : _____

Note: This letter of authority shall be on printed letterhead 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. If signed by a consortium, it shall
be signed by members of the consortium.

******* END OF PROFORMA - E *******

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. **CDI1324P20** for Sale of Condensate recovered from OIL's LPG Plant. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

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

3. 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 Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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.

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

Section 4 -Compensation for Damages

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

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

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less

damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his

project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

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, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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.

(P.R. Roy)
DGM-D

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1:

Date : 15.05.2019

Witness 2:.....

******* END OF PROFORMA - F *******

PROFORMA - G

Tender No.CDI1324P20

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory).

Name of the Bidder_____

NOTE: OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

******* END OF PROFORMA - G *******

PROFORMA - H

AUTHORIZATION LETTER FOR ATTENDING BID OPENING

To,
GM -Materials
Oil India Limited
Duliajan -786602: Assam

Dear Sirs,

Sub: OIL's e-Tender No. CDI1324P20 for Sale of Condensate

We authorise Mr. /Ms. _____ (Name and address) to be present at the time of opening of the above Tender due on _____ on our behalf.

Yours Faithfully,

Signature: _____
Name & Designation: _____
For & on behalf of: _____

******* END OF PROFORMA - H *******

UNDERTAKING

(To be typed on Non-Judicial Stamp Paper duly attested by Notary Public. The value of Non-Judicial Stamp Paper shall be as per Stamp Act of the concerned State)

We, M/s. _____ do hereby undertake and assure that the Condensate hereinafter called "Product" lifted from LPG Plant of Oil India Limited (OIL), Duliajan, District Dibrugarh, Assam-786602 shall be transported to our premises and shall be used there for the purpose of manufacturing finished goods.

It is hereby further affirmed that we as a buyer/purchaser of the Condensate shall be solely responsible for any consequential damage (if caused to OIL) due to its mishandling/misuse for some other purpose i.e., other than the purpose mentioned above or due to change in chemical composition / concentration of the product after taking delivery of the same from OIL's LPG Plant. The buyer/purchaser shall neither use nor help in any other manner the use of the product in any automobile.

We also undertake and assure that there is no case pending against us with Anti Adulteration & Vigilance Cell from Ministry of Petroleum & Natural Gas, Government of India. Moreover, we do not have any outstanding litigation with Oil India limited, Rajasthan Project.

Authorised Signatory

Signature :

Name :

M/s.....

Office Seal:

Date : _____

******* END OF Annexure - I *******

INDEMNITY AGREEMENT

(To be typed on Non-judicial Stamp Paper duly attested by Notary Public. The value of NJ Stamp Paper shall be as per Stamp Act of the concerned State).

The delivery of Condensate shall be in Licensed Tanker(s) to be deployed by M/s_____. Once the Tanker leaves the LPG Plant of Oil India Limited, Duliajan, Assam, M/s._____ shall be deemed to be in exclusive possession and control of the said Condensate and shall be fully liable and responsible for its arrangements appurtenance and properties.

Accordingly, M/s. _____covenants and agrees to fully protect, indemnify and hold Oil India Limited, its employees and successors and assignees harmless against any and all claims, demands, actions, suits, proceedings and judgements and any and all liabilities, costs, expenses, damages or losses arising out of or resulting from or incidental to or in connection therewith which may be made or brought against Oil India Limited whether by M/s _____, its employees, agents or successors and assignees or by third parties on account of damages or injury to property or person or loss of life resulting from or arising out of the transportation, installation, presence, maintenance or operation of the unloading arrangements, appurtenances and properties of M/s_____or others relating to the possession and handling of any Condensate supplied and further defend Oil India Limited at M/s. _____'s sole expenses in any litigation involving Oil India Limited.

Authorised Signatory

Signature :

Name :

M/s.....

Office Seal:

Date : _____

******* END OF Annexure - II *******

Annexure - III

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

Ref. No. _____

Date: _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CDI1324P20 Dated 07.05.2019

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

Sir,

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

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

******* END OF Annexure - III *******

END OF TENDER DOCUMENT

E-TENDER No. CDI1324P20 dated 07.05.2019

Page 64 of 64