

**OIL INDIA LIMITED**

**REQUEST FOR PROPOSAL**

**(No. OIL/RFP/BAKHRITIBBA FIELD /01)**

**E-AUCTION FOR SALE OF NATURAL GAS FROM  
BAKHRITIBBA DSF FIELD, RAJASTHAN**



**E-Auction Partner**

**M/s mjunction Services Ltd.**



## Contents

Section A .....	3
1. Overview .....	3
2. Gas Field on Offer .....	4
3. Eligible Bidders .....	5
3.1 Eligibility Criteria .....	5
3.2 IT Requirement / Responsibility of the Bidder .....	5
3.3 Registration and DSC Mapping .....	5
3.4 Certificates / Documents to be submitted .....	6
3.5 Security Deposit (SD) .....	6
4. Bidder Registration .....	9
5. Biddable Parameters and Bidding Process .....	10
5.1 Biddable parameters .....	10
5.2 Pre-qualification stage .....	11
5.3 Techno-Commercial Evaluation .....	11
5.4 e-Auction .....	12
6. Activity Schedule .....	16
7. General Guidelines .....	16
8. Bidding Support .....	18
Section- B .....	19

## Section A

### 1. Overview

- 1.1. OIL INDIA LIMITED (OIL), a Government of India “MAHARATNA” Category Enterprise, is engaged in Exploration, Production & Transportation of Crude Oil and Natural Gas and Production of LPG in India with participating interest in E&P sector in various overseas projects. OIL with intent to contribute towards Government of India’s efforts for clean and green fuel has established a total of 174.1 MW of Wind Energy Power Plants distributed over the states of Rajasthan, Gujarat, and Madhya Pradesh. OIL has also established two Solar Power Plants (SPP)s of capacity 14.0 MW in Jaisalmer, Rajasthan and 500 KW at Jorhat & 304 KW at different operational locations of OIL. As on date, a total of 188.904 MW of Renewable Energy is under OIL’s portfolio. Apart from the above OIL commissioned a Green Hydrogen Pilot Plant of capacity 100 Kw at Jorhat.
- 1.2. OIL is planning to conduct an online competitive auction for sale of gas from Bakhritibba DSF Block identified by Directorate General of Hydrocarbons (“DGH”) as RJ/ONDSF /BAKHRITIBBA/2021. In line with this, OIL has launched an e-auction for sale of **0.1 MMSCMD** of natural gas.
- 1.3. The natural gas for sale will be available at pressure of 20 kg/cm<sup>2</sup> (Maximum), ex- Dandewala Gas Processing Center (DND-GPC) for a fixed tenure up to 15.06.2026. Interested/prospective Gas Consumers can source available gas by participating in this Auction process.
- 1.4. OIL is the operator of Bakhritibba Field under the DSF policy and the above location/field is eligible for Marketing including Pricing freedom, as per Ministry of Petroleum & Natural Gas (MoP&NG) Notification No. O- 31018/149/2016-ONG.III dated 05<sup>th</sup> April, 2018.
- 1.5. In order to comply with Govt. Of India’s Natural Gas Marketing Reforms dated 15<sup>th</sup> October 2020 and Discovery of Market Price for Domestically Produced Natural Gas through e-bidding (Notification No. Expl-15022(13)/234/2019-ONG-DV (P-32114)) dated 03 December, 2020, OIL is hereby issuing a Notice Inviting Offer dated 18.10.2024 and invites offers from interested/prospective entities to offtake all or a portion of the 0.1 MMSCMD of gas available for sale from the Gas Field/s and in accordance with the terms and conditions of this Request for Proposal (RFP) and the Gas Sale and Purchase Agreement (GSPA).
- 1.6. OIL has appointed M/s Mjunction Services Limited as an independent agency empanelled by Directorate General of Hydrocarbons (“DGH”), to conduct bidding process for sale of gas through an online web based electronic bidding platform which is available at <https://eps.buyjunction.in/gasbidding> and link of this e-bidding platform is also available at DGH and OIL websites. M/s mjunction Services Limited would herein after be called the Empanelled Agency.

## 2. Gas Field on Offer

### 2.1. Details of the gas field on offer

S.N	Parameter	Particulars
1.	Name of the field	Bakhritibba DSF Block identified by DGH as RJ/ONDSF /BAKHRITIBBA/2021
2.	Gas Quantity offered for sale	0.1 MMSCMD
3.	Term	Up to 15.06.2026
4.	Typical Calorific Value (KCal/SCM)	Gross Calorific Value: 5438 KCal/SCM Net Calorific Value: 4899 KCal/SCM
5.	Delivery Point	Dandewala Gas Processing Center (DND-GPC), Oil India Limited
6.	Pricing formula (US \$/mmbtu)	<b>Reserve Price <math>\pm</math> Quoted Bid Price</b> , subject to a Floor Price.  <b>Reserve Gas Price</b> = Domestic Gas Price for the supply period <b>Floor Price</b> : Prevalent price for gas from the Nomination fields of OIL/ONGC (Presently \$6.5/MMBTU)
7	Tentative date of OIL's readiness to supply gas ("Readiness Date").	31.12.2024
8	URL for registration and uploading of documents by interested entities for Technical evaluation	<a href="https://eps.buyjunction.in/gasbidding">https://eps.buyjunction.in/gasbidding</a>

2.2. The Gas will be offered for a fixed term up to 15.06.2026. The term will start from the date of actual commencement of gas supply. Further, the tenure may be extended for a maximum period of 2 years on mutually agreed basis subject to availability of gas, OIL's ability to supply, and extant Govt. of India guidelines.

2.3. The successful bidder/s will have to sign a Gas Sale and Purchase Agreement (GSPA) within 15 days of issuance of Notification of Award (NoA). A Template of the GSPA is annexed hereto at Exhibit-1. The final GSPA may be subject to minor modifications, as mutually agreed upon by the parties, provided that such modifications do not affect the bid parameters, including Price, Quantity, or Offtake window, and shall be executed subject to approval by OIL Management.

2.4. It is the responsibility of the successful bidder to complete the signing of GSPA and adhere to all the terms and conditions mentioned in this RFP.

2.5. An offtake window of up to 90 days from the OIL's readiness date or Date of NOA, whichever is later, would be provided to the Buyer to commence off-take of gas.

2.6. Buyer has to provide number of days required for its readiness to actual gas offtake from the OIL's readiness date or Date of NOA.

- 2.7. Further, before the start date for actual gas offtake, OIL shall have no obligation to supply Gas (or liability for failure to supply Gas) and Buyer shall have no obligation to take Gas (or liability for failure to take Gas).
- 2.8. A commissioning period of 90 days from actual date of gas off-take shall be provided additionally to Buyer during which the Minimum Guaranteed Off-take (MGO) shall be kept on the Buyer's nomination. Provided that the Buyer's nomination cannot be less than 50% of minimum contracted quantity during this commissioning period. In case of delay in offtake of gas beyond the offtake window period, then it would be presumed that gas offtake has commenced, and OIL would recover the MGO in line with the provisions under GSPA Article No. 4.
- 2.9. In case the gas supply does not commence within the commissioning period of 90 days due to reasons solely attributable to Buyer, then on expiry of commissioning period, OIL reserve the right to cancel the allocation.

### 3. Eligible Bidders

The following eligibility criteria will need to be complied by all the bidders.

#### 3.1 Eligibility Criteria

- 3.1.1. Submission of the bid should be from users of gas, existing as well as new industries, including reseller of gas. There is no 'Sectoral Priority' and bids from all existing as well as new industries will be treated at par.
- 3.1.2. The Bidder, if successful, shall submit an undertaking (as per format placed at Appendix 8A) prior to commencement of gas off-take declaring that Bidder has obtained all necessary statutory/ regulatory approvals and compliances for commencement of gas off-take. The successful Bidder would hold harmless and Indemnify OIL against any loss, damage, notice, prosecution etc arising out of commencement of gas by OIL relying on the undertaking furnished by the successful Bidder.
- 3.1.3. OIL shall not be liable for failure of the bidder/s to obtain any statutory/regulatory clearances. The bidder shall submit an Undertaking in the format prescribed at Appendix-8 of the RFP for above compliances.
- 3.1.4. Bidder/s can bid up to a maximum of gas quantity on offer or part thereof (in multiple of 5,000 SCMD), subject to a minimum of 50,000 SCMD.
- 3.1.5. Bidder/s who are in position to start drawl of gas from the date of OIL's readiness date, should submit their bids.

#### 3.2 IT Requirement / Responsibility of the Bidder

- 3.2.1. Bidder should have a laptop or desktop with decent internet connection (10mbps and above).
- 3.2.2. E-Portal shall be best viewed in Internet Explorer 9.0. If bidder/s are using Internet Explorer 10 or above then compatibility view is to be enabled which is available under Tools menu.
- 3.2.3. Due to security vulnerabilities, all bidder/s are requested to configure the following changes in Browser (Internet Explorer) & Java console.
  - A. Configuration of TLS 1.2 in Internet Explorer.
  - B. Installation of Java Runtime Environment 1.8 latest update. Configuration of TLS 1.2 in Java Control Panel
- 3.2.4. Bidder/s please refer the 'Browser Setup' tab for details.
- 3.2.5. Bidder/s may send an email to [OILgasbidding@mjunction.in](mailto:OILgasbidding@mjunction.in) or call helpdesk (mentioned in the portal) if they face any difficulties in registration and setting up DSC.

#### 3.3 Registration and DSC Mapping

- 3.3.1. The portal will be available for registration on a date specified in Clause 6 of this RFP. Every Bidder would be required to fill a small registration form and will have to enter his/her name, designation, contact number,

organization name, PAN number of organisation, GSTIN number, gas consumption facility name & address, and other required details. Bidder/s would need to attach a valid Class III Digital Signature Certificate (DSC) issued in the name of authorized person of the bidding organization. The DSC should be issued on the email address of the authorized person and same should be used for registering on the platform.

### 3.4 Certificates / Documents to be submitted

3.4.1. Bidder/s are required to mandatorily submit / upload the following documents with DSC signature:

- A. Registration/ incorporation certificate for companies, LLPs and Co-operative societies or Partnership Deed in case of partnership firms.
- B. Audited financial statements of immediate previous Financial Year.
- C. Valid PAN and VAT/CST/GST (as applicable) Registration certificate
- D. Security Deposit as per clause 3.5
- E. Power of Attorney / Board Resolution in the name of the authorized representative of the Bidder
- F. Declarations/Undertakings etc., mentioned under Section B (including Integrity Pact duly signed & witnessed).
- G. Register of directors, shareholders of the company.
- H. Bidder declare the usage of gas for which gas sourcing is planned

### 3.5 Security Deposit (SD)

3.5.1. Bidder to submit Security Deposit in the form of Bank Guarantee (BG or eBG) / Letter of Credit (LC) as per format indicated in Section-B Appendix 5 & 6 respectively.

3.5.2. Bidders shall be required to separately send the **Original** Security deposit to Empanelled Agency's office within 3 days from the last date for bid submission as indicated in Clause 6 of the activity schedule.

**Address to:**

Kolkata Office	Delhi Office	Mumbai Office
Kind Attn: Rinku Ghosh mjunction services limited, Godrej Waterside, 3rd Floor, Tower 1, Plot V, Block DP, Sector V, Salt Lake, Kolkata - 700091. Ph. 033-66106444	Kind Attn: Rimi Ghosh mjunction services limited Office No. B-92, 9th Floor Himalaya House, 23 K.G.Marg, Connaught Place, New Delhi-110001. Ph. 011-65661774	Kind Attn: Ravi Simon mjunction services limited 805, 8th Floor, Damji Shamji, Business Galleira, Off LBS Marg, Next to Huma Mall, Kanjur Marg, (West) Mumbai-400078. Ph. 8291830882

#### SD Submission process

- 3.5.3. Bidder to provide Security Deposit of Rs **1,05,50,000 (Rupees One Crore Five Lakh Fifty Thousand only)** to participate in the Bidding process.
- 3.5.4. Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security.
- 3.5.5. All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:

3.5.6. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **Appendix-5**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at NOIDA/Delhi. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

3.5.7. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/ Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at NOIDA/Delhi.

3.5.8. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED		
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	CAG BRANCH II, New Delhi
c	Branch Address	4 <sup>TH</sup> AND 5 <sup>TH</sup> FLOOR, REDFORT CAPITAL PARSVNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
d	Bank Account No.	30192825337
e	Type of Account	Cash Credit/Overdraft
f	IFSC Code	SBIN0017313
g	MICR Code	110002562

For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform details of Oil India (Beneficiary) are as under:

(i)	PAN	AAACO2352C
(ii)	Name	OIL INDIA LIMITED
(iii)	Date of incorporation	18-02-1959
(iv)	Email ID	<a href="mailto:tuhinkbhat@oilindia.in">tuhinkbhat@oilindia.in</a>
(v)	Contact No.	9954544702
(vi)	Legal Constitution	Company
(vii)	Registered Office Address	P.O.-Duliajan, Dist.- Dibrugarh, Assam
(viii)	Registered office address Pin code	786602
(ix)	Communication Address	Plot no. 19, Sector 16A, Noida, U.P.
(x)	Communication Address Pin code	201301

3.5.9. If the bid security is submitted through NEFT or RTGS mode, details such as UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the Unpriced Techno-Commercial Bid documents.

3.5.10. In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of mjunction on or before 02.45 p.m. (IST) on the last date of the receipt of Security Deposit.

3.5.11. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 3.5.20** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

3.5.12. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

i. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

3.5.13. Any bid not secured in accordance with **sub-clause 3.5.5** above shall be rejected by the Company as non-responsive.

3.5.14. The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

3.5.15. Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.

Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security in form of Letter of Credit in terms of **Article 9.12** of the Gas Sale and Purchase Agreement (GSPA) and signing of the GSPA. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security is furnished.

3.5.16. Bid Security shall not accrue any interest during its period of validity or extended validity.

3.5.17. A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and / or if the Bid Security validity is shorter than the validity indicated in Tender and / or if the Bid Security amount is lesser than the amount indicated in the Tender.

3.5.18. 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.
- iii. [Tender Number should reflect in the SFMS text under MT 760 / MT 760 COV]
- iv. The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code –HDFC0000003; SWIFT Code – HDFCINBB; Branch Address: HDFC Bank Limited, E-13/29, 2<sup>nd</sup> Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001.

The SD maybe be submitted either in the form prescribed above with validity up to (Bid Validity+30) days.

3.5.19. The Security Deposit of the successful Bidder shall be returned to Bidder on submission of payment security against the gas supplies as per terms of GSPA Article No. 9.12.

3.5.20. Forfeiture of SD: The Security Deposit (SD) submitted by bidders may be forfeited by OIL in the following events:

- A. If the bidder withdraws the bid within its original / extended validity.
- B. If the bidder modifies / revises their bid suo-moto within its original / extended validity.
- C. If the bidder does not accept the contract.
- D. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
- E. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- F. In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).
- G. If bidder backs out after issue of the NOA.

3.5.21. On finalization of the bidding process, Security Deposit (SD) of unsuccessful Bidders will be returned without any interest within 7 days of the Bidding completion date.



3.5.22. After the auction process, in case bidder is allocated less than 50,000 SCMD, Bidder would be entitled to surrender entire gas allocated. In case of surrender of gas within 3 working days from the auction completion date, the Security Deposit of such bidder shall not be forfeited. In case the bidder fails to notify OIL of surrendering of gas, the gas shall be deemed to have been allocated and NOA would be issued thereafter.

## 4. Bidder Registration

4.1. **Registration on the bid registration portal:** All bidders would be required to visit the link of the e-portal <https://eps.buyjunction.in/gasbidding> for submission of all technical documents.

4.2. Steps to be followed by the bidders prior to the submission of the technical documents:

- A. Purchasing of a class III DSC (Digital Signature Certificate)
- B. Registering in the e-portal and mapping the DSC
- C. System will generate user ID and password and send via email to the registered email ID of the Bidder
- D. Bidders can send email on [OILgasbidding@mjunction.in](mailto:OILgasbidding@mjunction.in) or call the helpdesk (mentioned in the portal) in case of any difficulty in setting up DSC and registration.

### PRE-BID CONFERENCE:

OIL will organize a pre-bid conference at Noida/Jodhpur, India for providing clarifications to prospective bidders on Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC), Scope of Work and Special Terms & Conditions of the tender to enable them to understand the exact service requirement of the Company. Bidders interested to attend the pre-bid conference should contact/intimate well in advance for details of the venue, to

a. Shashank Kumar Tripathi, Manager (Contracts)

**Oil India Limited, Plot No. 19, Sector 16A**

**Noida, UP – 201301**

**E-MAIL:** [shashank.tripathi@oilindia.in](mailto:shashank.tripathi@oilindia.in)

b. Tuhin Kanti Bhattacharjee, DGM (BD)

**Oil India Limited, Plot No. 19, Sector 16A**

**Noida, UP – 201301**

**E-MAIL:** [tuhinkbhat@oilindia.in](mailto:tuhinkbhat@oilindia.in)

At the most **2(two) representatives from each prospective bidder** shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

The prospective bidders shall **submit their queries through E-mail**-to-e-mail id [OILgasbidding@mjunction.in](mailto:OILgasbidding@mjunction.in) on or before **dd.mm.2024 (17:15 Hrs)**. OIL shall either reply / clarify their queries through e-mail or in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

**Note:** The exact time & venue of the Pre-Bid Conference will be intimated to the Bidders nearer the time. All costs in regard to attending the pre-bid conference by the Bidders shall be to their respective account.

## 5. Biddable Parameters and Bidding Process

### 5.1 Biddable parameters

- 5.1.1.** To participate in the E-Bidding Process, each Bidder shall be required to quote valid bids against the three parameters:
1. Bid Price over the Reserve Gas Price,
  2. Volume of Gas, and
  3. Number of days required for gas offtake.
- 5.1.2. Bid Price:** The “Reserve Gas Price” (in USD/MMBTU on GCV) is “Domestic Gas Price”. The “Domestic Gas Price” (on GCV basis) is the price as notified by PPAC/ MOP&NG, Govt. of India from time to time, as per the “New Domestic Natural Gas Pricing Guidelines, 2014”, Ref. No. L-12015/1/2022-GP-II (E-44157). dated 07.04.2023. The current Domestic gas price applicable for the period from 01.10.24 to 31.10.24 is USD 7.48/MMBTU (on GCV basis).
- 5.1.3.** Bidder is required to quote ‘P’, which would be the Bid Price over the Reserve Gas Price. The “P” can be made in the increment of USD 0.01/MMBTU. Only upward increments of the price shall be allowed and it cannot be decreased. The Start Bid Price would be (minus) -2.50\$/MMBTU over the Reserve Gas Price.
- 5.1.4.** Contract Gas price (in USD/MMBTU rounded off to 2 decimals) shall be the higher of the
- (a) Reserve Gas Price  $\pm$  Quoted Bid Price (Z) or
  - (b) Floor Price
- The “Floor Price” (in USD/MMBTU on GCV) shall be the prevalent price for gas from the Nomination fields of OIL/ONGC (\$7.48/MMBTU as on 01.10.2024).
- 5.1.5** In addition to the Contract Gas Price, each Bidder acknowledges and agrees that it shall be liable to pay the marketing margin @ INR 200 per MSCM (as amended from time to time by the Govt. of India) adjusted for Net Calorific Value. This price is ex-OIL installation and is exclusive of Taxes, Duties, service tax, GST, education cess, sales tax/VAT, Octroi, and all other statutory levies as applicable at present or to be levied in future by the Central or State Government or Municipality or any other local body or bodies payable on sale of Gas by OIL to the BUYER and these shall be borne by the BUYER over and above this price.
- 5.1.6. Volume:** The bidder can quote minimum of 50,000 SCMD and up to a maximum of gas quantity on offer or part thereof (in multiple of 5,000 SCMD).
- 5.1.7. Number of days required for gas offtake:** The bidder is required to quote Number of days required for gas offtake from OIL’s readiness date or Date of NOA whichever is later. This figure should not be more than 90 days. Bidders quoting less number of Offtake days to get priority in case of a Tie Bid.
- 5.1.8.** During the E-Bidding Process, the volume bid can only be increased, provided that the Bid Price is simultaneously increased. The volume can only be increased in multiples of 5,000 SCMD. Bidder shall not be allowed to reduce the Bid volume below the provisionally allocated volume.

#### **Document to be uploaded:**

- 5.1.9.** The Bidders would be required to submit the bidding documents as per the list of documents as specified in Clause 3.4.1. for techno-commercial evaluation. The documents would be required to be duly signed (using DSC) and uploaded on the portal before the due date as specified in Clause 6 of this RFP.
- 5.1.10.** Bidder has to mention the usage of gas for which gas sourcing is planned.
- 5.1.11.** The overall bidding process is divided into 3 stages: (i) Pre-qualification stage (ii) Techno-commercial evaluation (iii) e-Auction

## 5.2 Pre-qualification stage

- 5.2.1. **Publishing of bidding documents:** To apprise potential Bidders of the auction process, the RFP (Request for Proposal) and GSPA, etc. would be made available on landing page of the e-portal of Empanelled Agency. The Bidders would be able to download these documents without registering on the platform.
- 5.2.2. Clarifications to Bidders' queries: Bidders would be able to send their queries to the designated email address (OILgasbidding@mjunction.in) before registering on the portal. The clarification to all the queries would be hosted on the e-portal.
- 5.2.3. **Pre-bid meeting:** A pre-bid meeting would be organized on a date specified in Clause 6 of this RFP. The pre-bid meeting would be an interactive session and provide Bidder/s, the opportunity to seek further clarifications and understand the process better. The Pre-bid meeting would be open to all the interested Bidder/s. The Bidder/s willing to participate in the pre-bid meeting would be required to nominate maximum of two representatives from their organization to take part in the meeting. Bidders would be required to use their official email address to share the name, email address and phone number of the nominated person(s) to the designated email address ([OILgasbidding@mjunction.in](mailto:OILgasbidding@mjunction.in)).
- 5.2.4. **Registration on the e-auction portal:** After the last date of submission of bid documents (as mentioned in Clause 6 of this RFP), all the bidders who have submitted their documents for techno-commercial evaluation will be provided with the login credentials of the auction portal.

## 5.3 Techno-Commercial Evaluation

- 5.3.1. Techno-commercial evaluation would be carried out for all the bids received and a list of Techno commercial qualified Bidders shall be prepared.

### Technical Criteria

- 5.3.2. Bid should be complete and covering the entire scope of gas supply and should conform to the terms and conditions of the gas supply indicated in the RFP, duly supported with documents wherever required. In case of incomplete and non-confirming bids, the bid may be rejected.
- 5.3.3. Bidders need to submit documentary proof – being certified copy of the Firm's Memorandum of Association (for a registered company), Partnership deed (for partnership firm) or declaration from Proprietor in case of a proprietary firm (as applicable depending on type of firm) detailing the nature of business the firm is engaged in.
- 5.3.4. Bidder to submit Security Deposit either in the form of Bank Guarantee (BG) or Letter of Credit (L/C) as mentioned in clause 3.5 of the RFP.
- 5.3.5. The bidder should submit a declaration (Appendix-9 of Section B) with Techno-commercial Bid to the effect that neither the bidder themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity (the "bidder group"), are currently serving any banning orders issued by OIL or its subsidiaries debaring the bidder group from carrying on business dealings with OIL or its subsidiaries. The bid without such declaration shall be rejected.

### Commercial criteria

The bid duly completed in all respect duly signed along with all enclosures should be submitted through the e-bidding portal.

- 5.3.6. For ascertaining commercial eligibility of the bidder, Net worth of the bidder for the previous immediate financial year should be positive. Bidder to submit audited annual accounts of previous immediate financial year for ascertaining their Commercial eligibility. The date (i.e. the financial period closing date) of the immediate previous year's annual accounts should not be older than eighteen (18) months from the date of NIO.

5.3.7 In case the bidder is a newly formed company (i.e. one which has been incorporated in last 5 years from the NIO date, who does not qualify financial criteria (i.e. Net-worth being positive)) by itself and submits its bid based on the financial strength of its promoter company, then same financial criteria would also apply to its promoter company and for ascertaining the same, the following documents need to be submitted:

- A. Financial statement showing positive Net worth of the promoter.
- B. Corporate Guarantee on the promoter company's letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the Contract in case the same is awarded to them and would be ultimately liable for fulfilling the obligations of the Buyer, and
- C. 'Certificate of Incorporation' issued by Registrar of Companies (in case bidder is a company, notarised Partnership deed or document of proprietorship firm, etc. as the case may be)

5.3.8. In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) and does not meet the financial criteria i.e. Net-worth being positive) by itself and submits its bid based on the financial strength of its parent/ultimate parent/holding company, then same financial criteria would also apply to the parent/ultimate parent/holding company and ascertaining the same following documents need to be submitted:

- A. Financial Statement showing positive Net worth of the parent/ultimate parent company.
- B. Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the Contract in case gas is allocated to them and would be ultimately liable for fulfilling the obligations of the Buyer.
- C. The bidder shall submit documentary evidence that the company is a 100% subsidiary of the parent/ultimate parent/holding parent company.

**Notification to eligible Bidders:**

5.3.9. After the techno-commercial evaluation of the documents, all eligible Bidders will be informed of their advancement to next phase of the bidding process for auction which would be done on <https://auction.coaljunction.com> on the date specified in Clause 6 of this RFP.

5.3.10. At the start of the Bidding process, the initial price bid, volume and tenure quoted by all the eligible bidders would be decrypted by the system.

## **5.4 e-Auction**

5.4.1. All the qualified bidder/s will be contacted by the Empanelled Agency for e-auction.

**Rules & regulations on conduct of e-Auction:**

5.4.2. During the Auction, bidder/s may contact the auction helpdesk numbers for any assistance/clarification regarding online bid submission as per Clause 8.

5.4.3. All Bidders are required to be active during bidding.

5.4.4. The bidder/s must also ensure that their contact nos. be kept free from any other calls so that empanelled agency's representatives can reach out to the bidder/s easily whenever required.

5.4.5. Bidder/s to ensure stable connectivity. Empanelled Agency or OIL will not be responsible for any dis-connectivity or infrastructural failure at Bidder's end.

5.4.6. Bidder/s to keep their email inbox open to receive any files, if sent, during the event.

5.4.7. Empanelled Agency recommends to bid at least 5 minutes prior to auction closing time to avoid any last-minute bid placement. Bidders placing their bids at the last minute will be doing so at their own risk. It is advised to bid well in advance of the auction closing time.

- 5.4.8. E-auction will start as per the time schedule intimated in Clause 6. The time indicated in notice is fixed and under no circumstance will this time be changed. Bidders are required to take necessary steps and be prepared to commence participation at the above-mentioned time.
- 5.4.9. All organizations to note that the executive of the participating organization placing bids online shall be treated as an authorized representative of the organization for placement of bid on behalf of their organization.
- 5.4.10. The bidder/s need to change their password to keep it secure. Empanelled Agency or OIL will not be responsible for any misuse of bidder/s Login ID and password.
- 5.4.11. Bids once made, cannot be cancelled / withdrawn. OIL shall take appropriate action in case of nonacceptance of allocation by the bidder/s (in case the same is conforming to RFP conditions).
- 5.4.12. Multi log in using the same User ID & Password is not permitted. Please note that Bidder can login with their respective user id and password from one connection only. Simultaneously logging in using the same user id and password is not possible. In case simultaneous login happens then second logger will receive a message that somebody is already logged in & in case Bidder is still interested to login, the first person will be logged out.
- 5.4.13. Participating bidders need to ensure continuous, uninterrupted and secure operations at their end. Empanelled Agency shall not be responsible for any interruption or failures on these counts.
- 5.4.14. Bidder is responsible for maintaining the confidentiality of their User ID and Password for restricting access to their computer, computer system and computer network and bidder shall be held responsible for all activities that occur using their User ID and Password.
- 5.4.15. All commercial/ contractual terms are offered by and agreed to between Bidder and OIL alone. Empanelled Agency does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/ contractual terms between Bidder/s and OIL.
- 5.4.16. The e- auction schedule shall be communicated to all the eligible bidders. OIL retains the right to cancel or reschedule or relaunch of the e - Auction.
- 5.4.17. OIL's decision on award of Contract in accordance with the terms and conditions of the bidding document shall be final and binding on all the bidder/s.

#### **Mock run and training of the Bidding platform to Bidders**

- 5.4.18. Prior to the E-Bidding Date, the Empanelled Agency shall organize a mock run of E-Bidding Process to help Bidder/s familiarize themselves with the features of the E-Portal. Such mock run shall be held on a predetermined date as specified in Clause 6 of this RFP. The Empanelled Agency shall notify the requisite details for the mock run to relevant Bidders via email. Bidder/s can either complete the training modules uploaded on the portal or can opt for offline training session.

#### **Competitive e-auction**

- 5.4.19. The bidding will start at a date and time specified as per Clause 6 of this RFP. The e-auction will be of 90 minutes with details of dynamic bidding as described in Clause 5.5.8.

#### **5.5. Bid parameters and bidding rounds**

- 5.5.1. All the techno-commercially qualified bidders are eligible to participate in the e-auction process.

During the e-auction process, the following variable will be quoted by the bidders and can be modified during each round of the e-auction:

##### **5.5.2. Price Bids:**

- A. As mentioned above in Clause 5.1.3, the bidders will be required to quote "P", on USD/MMBTU basis, which would be a number over the Reserve Gas Price.

**B. Starting price bid:** The starting price bid for the bidding process shall be USD (- 2.50)/MMBTU. Each bidder shall be required to enter bids that are higher than or equal to the starting price bid. Any bids lower than such starting price bid shall not be accepted by the system on the e-auction portal.

**C. Ticker size for price bid:** During the e-auction, bidders will be permitted to increase the price bid and the price bid cannot be decreased. The minimum increment ticker size for the price bid shall be USD 0.01/MMBTU, and the bidder can only increase its previous price bid in multiples of the ticker size.

#### **5.5.3. Gas offtake from OIL's readiness date or Date of NoA**

**A. Gas offtake from OIL's readiness date or Date of NoA:** The Gas offtake from OIL's readiness date or Date of NoA will have to be quoted by the bidder and will be no later than 90 (ninety) days, from date of readiness to supply gas as notified by OIL to the Buyer i.e., "A".

**B. Gas offtake from OIL's readiness date or Date of NoA:** It can only be biddable once during the "First Bid Period" and same shall not be allowed to be changed during the entire e-auction process.

#### **5.5.4. Volume Bid**

**A. Starting Volume:** The starting volume shall be as quoted by bidder during the "First Bid Period" and the quoted quantity should be between minimum biddable volume of 50,000 SCMD and in multiple(s) of volume ticker till maximum biddable volume. Further, the starting volume is biddable only once within "First Bid Period" and cannot be changed once entered. Any further increments in volume can be increased in multiple(s) of ticker size as mentioned at 5.5.4 (C) after the expiry of "First Bid Period".

**B. Maximum Volume Bid:** The maximum volume during the e-auction shall be 1,00,000 SCMD. During the e-auction, no bidder will be permitted to quote a quantity higher than this volume specified above.

The **Minimum biddable volume** would be 50,000 SCMD.

**C. Ticker size for volume bid:** The volume bid can be increased in multiples of ticker size during the e-auction and ticker size for the volume bid shall be 5,000 SCMD. The volume bid can be increased provided the price bid is increased as well by the bidder.

5.5.5. All the qualified bidders, during the e-auction process would be able to see the quantity of gas allocated out of initially quoted quantity against their quoted price along with highest price at which provisional allocation is being made in accordance with Clause 5.5. Once the e-auction starts, a pre-defined period of the first **30 minutes** shall be considered as the "**First Bid Period**".

Each bidder is required to submit quotes for all the biddable parameters (i.e., Price and Number of days required for gas offtake and volume) during the First Bid Period. Only bidders who have submitted valid bid(s) during this First Bid Period shall continue to participate in the remaining period of the e-auction. A bidder who fails to submit a valid bid during the First Bid Period will not be able to participate further in the e-auction.

5.5.6. Upon the submission of a valid first bid within the First Bid Period, a bidder can revise its bid any number of times during the duration of the e-auction.

5.5.7. The e-auction will be of 60 minutes with details of dynamic bidding as described in Clause 5.5.8. The entire e-auction process will be dynamic and will be subject to extensions as per Clause 5.5.8

**5.5.8. Extension of e-auction duration:** If a valid bid is received within the last 5 (five) minutes before the closure of the e-auction duration and such bid alters the provisional allocation quantity determined by the e-auction portal for any of the bidders, there would be an automatic 15 (fifteen) minutes extension of the auction duration. The 15 (fifteen) minutes auto extension will start from the time of the first bid received within the last 5 (five) minutes before the closure of the

auction period. There will be unlimited auto extensions. In case the e-auction does not get closed within 18:30 hours of a particular day then the auction will get automatically paused and the same will be resumed at 11:30 hours of the next business day.

5.5.9. E-auction closure: The e-auction process ends if there is no bid revision in the period specified above in Clause 5.5 or if no valid bids are received within the First Bid Period.

## **5.6. Determination of provisional quantity and final quantity allocation**

5.6.1. After the completion of the e-auction process, the following steps will be followed to determine provisional allocation:

5.6.2. Step 1: The gas prices quoted by the bidders in the e-auction will be arranged in descending order on fallback and as is where is basis. The Provisional Quantity shall be determined for the highest H-1 Bidder for the full volume which it has quoted or gas available for auctioning, whichever is lower. This quantity allocation process will be followed by the next highest H-2 Bidder for its quoted volume or remaining available volume, whichever is lower, and so on until the total available volume is fully allocated.

Step 2: In case there are multiple bids having the same Bid Price quote i.e., more than one bidder quoting the same highest price but different number of days required for gas offtake from OIL's readiness date, then Gas would be first fully allocated to the bidder who has quoted the least number of number of days required for gas offtake ("A").

If surplus gas is left after the allocation as provided above, then the balance gas available would be allocated to the bidder who has quoted next higher number of number of days required for gas offtake ("A") and this process shall be repeated until all available gas is exhausted for allocation.

Step 3: In case, there are multiple bids having same gas price & same number of number of days required for gas offtake ("A"), then the gas would be allocated to all such bidders on pro rata basis in proportion to the gas quantity / volume they have quoted in the e-auction vis-à-vis total gas available from the field under this RFP.

5.6.3. In case the provisional allocation determined during the e-auction is in decimals, the same will automatically be rounded off to the nearest 10's of the preceding whole number. (eg. 6333.33 would be round off to 6330). Each bidder acknowledges that this rounding off may result in the sum total of provisional quantity determined during the e-auction being less than or equal to the total quantity of gas available for bidding.

5.6.4. **Step 3:** Steps 1 and 2 shall continue throughout the E-auction Process and the Provisional Quantity shall continue to be determined by the E-Portal dynamically, until the conditions for the closing of the E-auction Process as specified in clause 5.5.8 are met.

5.6.5. **Step 4:** Upon the closing of the E-Bidding Process, the Provisional Quantity determined based on the last bids received shall be considered as the Final Quantity for each Bidder.

5.6.6. At the end of the e-bidding process, all the successful Bidders would be notified regarding their respective allocated volume. Option shall be given to Bidders to surrender the gas allocation if the quantity awarded is less than 50,000 SCMD.

5.6.7. Surrender of gas allocation activities to be executed offline. Such Bidder needs to communicate (OILgasbidding@mjunction.in) within 3 working days from the auction completion date. In case the bidder fails to notify OIL of surrendering of gas, the gas shall be deemed to have been allocated and NOA would be issued thereafter.

5.6.8. Based on the result of the auction, OIL will issue NOA and execute the GSPA with the successful Bidders.

## 6. Activity Schedule

6.1. The schedule of the entire sale of natural gas is given below:

Sr.	Particular	Activity Date and Time
1	Publishing NIO, RFP and GSPA	18/10/2024 at 09:00 Hours
2	Last date for submission of queries of bidder	24/10/2024 at 17:00 hours
3	Pre-bid meeting	25/10/2024
4	Bidder training	18/10/2024 to 08/11/2024
5	Start of Bidder registration on the portal	18/10/2024 at 09: 00 Hours to 11/11/2024 at 18:00 Hours
6	Last date of Technical Bid Submission	11/11/2024 at 19:00 Hours
7	Last date of the receipt of Security Deposit	14/11/2024
8	Notification to techno-commercially qualified Bidders	20/11/2024
9	E-Auction training sessions/Mock run	21/11/2024 to 22/11/2024
10	E-Auction date	25/11/2024 at 11:00 Hours

## 7. General Guidelines

- 7.1. Bidders are expected to thoroughly understand, evaluate and examine all instructions, forms, undertakings, requirements, and terms and conditions of the RFP including GSPA. Each Bidder is required to submit its bid based on the terms and conditions of this RFP and the GSPA, without any deviations or conditionality. A submission of the bid would imply unconditional acceptance of all the terms and conditions in the RFP and GSPA.
- 7.2. Bids, once made, cannot be cancelled / withdrawn after the Bid closing date.
- 7.3. Failure to furnish any/all information/documents required under this RFP may lead to disqualification of the Bidder.
- 7.4. After issuance of NOA, in case Bidder surrenders gas allocation or fails to execute GSPA and provide the Payment Security, then the entire Security Deposit would be forfeited and in such a scenario, action will be taken to ban/put on holiday (upto 2 years) the bidder as per OIL policy.
- 7.5. Each Bidder acknowledges and agrees that this Request for Proposal (RFP) by OIL does not constitute any commitment to supply or sell gas and is only an invitation to offer. The NoA will constitute the formation of the contract and same shall remain binding on both the party till the GSPA is signed. Gas supply to the Bidder shall not commence unless payment security is furnished, and GSPA is signed.
- 7.6. Any attempt by a Bidder to influence the E-Auction process or other Bidders, bid evaluation or the allocation process shall immediately result in disqualification of its bid.
- 7.7. In case of any conflict between the provisions of this RFP and the GSPA, the provisions of the GSPA shall prevail.



7.8. OIL reserve the right to withhold or withdraw the E-Auction process at any stage or cancel or modify the process or change / modify / amend any or all provisions of this RFP, at any time, without assigning any reason whatsoever by notice to all Bidders. OIL shall have sole discretion and reserve the right, without any obligation or liability, to accept or reject any or all of the bids at any stage of the E-auction process. OIL, at its own discretion, can seek additional documents from Bidders that it may require to ascertain the capability of Bidders to offtake gas as per the terms of GSPA.

**7.9. INTEGRITY PACT:**

7.9.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed in the Bid Document (Appendix-10). The Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma shall be returned by the bidder (along with the technical Bid) duly signed 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 has signed the bid.

7.9.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;

7.9.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

7.9.4 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA  
E-mail: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com)
- b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC  
E-mail: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)
- c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush  
E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)

## 8. Bidding Support

8.1. A Bidder who requires any clarifications pertaining to the E-auction Process in general or technical support during E-auction Process may seek the required assistance at the following contact details:

Query Type	Contact Details
General clarification regarding bidding process OR for any kind of Technical Support	<a href="mailto:Oilgasbidding@mjunction.in">Oilgasbidding@mjunction.in</a>
<b><u>Helpdesk Nos for e-bidding</u></b>	033-6601-1717 / 033-6603-1747 Rinku Ghosh - 8584008162 Nirmalya Ghosh – 9163348285 Susmita Paul -9163348283
<b>Auction Helpline nos</b>	Souvik Ghosh - 9163348134 Arijit Paul – 9163348277 Srimoyee Dutta- 9147179291

## Section- B

Appendix-1

**OIL FORMAT**

**BID FORM**

To  
M/s Oil India Limited,  
OIL House, Plot No. 19, Sector 16A,  
Noida-201301, U.P.

**Sub: Tender No.** \_\_\_\_\_

*Gentlemen,*

Having examined the Terms of Reference including all appendices and Exhibits thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the Gas offtake as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 (One Hundred Twenty) days** from the date of original bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

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

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

**Seal of the Bidder:**

**BID SUBMISSION PRO-FORMA**

**(On letter head)**

To,

Executive Director-BD,  
OIL House, Plot No. 19, Sector 16A,  
Noida-201301, U.P.

Dear Sir,

1. I/We hereby offer to purchase the natural gas detailed in terms of RFP and draft GSPA to or such portion thereof as you specify in the Award of Allocation and agree to hold the validity of this bid <\_\_\_\_\_> (120 days from bid closing date).
2. I/We have understood and agree to comply with the RFP, GSPA and any addendums / corrigendum thereto for purchasing natural gas and am/are fully aware of the nature of the gas to be purchased and my/our Offer is to purchase natural gas strictly in accordance with the conditions mentioned in RFP and GSPA and any addendums / corrigendum thereto.

**Yours faithfully,**

**Signature of Bidder**

Address:

Dated:

**Signature of Witness**

Address:

Dated:

**Note:** This form should be uploaded along with bid duly digitally signed.

**CONFIRMATIONS TO BE GIVEN BY THE BIDDERS**

Following confirmations are to be given by the bidder by <b>selecting confirmed /not confirmed</b> in the last column		
1.	I/We hereby confirm that our unconditional validity of the bid is for 120 days from the bid closing date.	
2.	I/We hereby confirm that our bid is firm during the entire duration of the e-bidding process without any qualification.	
3.	I/We hereby confirm acceptance of Scope of terms of natural gas supply in toto, without exceptions and exclusions.	
4.	I/We hereby confirm that all handwritten matter in all the documents submitted are authenticated by me/us.	
5.	I/We hereby confirm that in all the legal documents submitted, the signatures of witnesses are taken.	
6.	I/We hereby confirm that I/we have submitted the Integrity Pact in original duly signed on all pages.	

**Signature of the Bidder**

**Note: If any box above is not marked or falsely tick marked, the bid is likely to be rejected.**

**PRO-FORMA CERTIFICATE ON RELATIVES OF DIRECTORS OF OIL TO BE SUBMITTED PURSUANT TO SECTION 297 OF COMPANIES ACT, 1956**

**CERTIFICATE**

This has reference to our proposed offer/bid for utilization of natural gas from Bakhritibba DSF Block identified by Directorate General of Hydrocarbons (“DGH”) as RJ/ONDSF /BAKHRITIBBA/2021.

For the purpose of Section 297/299 of the Companies Act, 1956, we certify to the best of my/our knowledge.

- (i) I am not a relative of any Director of OIL.
- (ii) We are not a firm in which a Director of OIL or his relative is a partner.
- (iii) I am not a partner in a firm in which a Director of OIL or his relative is a partner.
- (iv) We are not a private company in which a Director of OIL is a member or Director.
- (v) We are not a Company in which Directors of OIL hold more than 2% of the paid-up share capital of our company or vice-versa.

Signature

(Authorized Signatory of the Bidder /Company/Firm)

Place:

Date:

Note:1. “Relative” means as mentioned in Section 6 of the Indian Companies Act 1956.

2. To be provided on company’s letter head.

**OIL FORMAT**

**FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated (Date) \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, OIL House, Plot No19, Sector-16A, NOIDA (hereinafter called the Company)'s Tender No. \_\_\_\_\_.

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "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 common seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of their Bid by the Company during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.
- (3) if the Bidder furnish 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 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 one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in force up-to and including the date up to \_\_\_\_\_ (date of expiry of bank guarantee should be minimum **150** days from scheduled Bid Closing Date) any demands in respect thereof should not 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:

DATE:

SIGNATURE & SEAL OF THE GUARANTOR

DESIGNATION

NAME & ADDRESS OF BANK

\* **The bank should insert the amount of guarantee in words and figures**

\*\* **Date of expiry of bank guarantee should be minimum 150 days from scheduled Bid Closing Date**

NOTE:

The Bank Guarantee issuing bank branch shall ensure the following:

a) The Bank Guarantee issued by the bank shall 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 (indicating the Tender Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code – HDFC0000003; SWIFT Code – HDFCINBBDEL; Branch Address: HDFC Bank Limited, E-13/29, 2<sup>nd</sup> Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c) Further correspondence against BG towards Performance Security must contain the Tender Number.



**PRO-FORMA FOR LETTER OF CREDIT (L/C) TOWARDS SECURITY DEPOSIT(S) UNCONDITIONAL**

**IRREVOCABLE LETTER OF CREDIT. NO.**

**BENEFICIARY:** OIL INDIA LIMITED,

The GM (C&P)  
Oil India Limited  
Plot No. 19, Sector-16 A Noida

AMOUNT OF LETTER OF CREDIT: ₹ \_\_\_\_\_.

EXPIRY DATE. \_\_\_\_\_.

We hereby established unconditional irrevocable Letter of Credit no.-----Dt.-----in favour of Oil India Limited, Jodhpur, Dist.: Jodhpur (Rajasthan) Pin– 342001 for ₹ \_\_\_\_\_ as per following details:-

1. This is an unconditional IRREVOCABLE and without recourse LETTER OF CREDIT which allows multiple part encashment and is valid up to \_\_\_\_\_ for submission of documents for negotiation to the bank.
2. This Letter of Credit covers payment towards Security Deposit (SD) as a part of the bid to cover the corresponding SD Value as per provision of the RFP.
3. All bank charges including negotiation/ handling and interest charges will be borne by the opener of Letter of Credit i.e. Bidder/buyer.
4. If the payment to OIL/OIL banker is not made at sight of documents, interest @ SBI Base Rate plus 6 % (six percent) per annum compounded quarterly for each day payments are overdue until paid, shall be charged.
5. Payment against the Letter of Credit shall be released immediately on presentation of duly signed invoice/provisional invoices/ debit notes in duplicate by OIL.
6. This unconditional irrevocable Letter of Credit is available for negotiation directly with the issuing Bank/Branch or through OIL's bankers without recourse to the drawer.

We hereby guarantee to protect the beneficiary from any consequences, which may arise in the event of non-acceptance or non-payment of, draft drawn in accordance with the terms of credit.

Yours faithfully

(Sign of authorized Officer of Bank)

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

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

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

Date \_\_\_\_\_

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CLI9636P22 Dated 14.02.2022

To,  
The GM (C&P)  
Oil India Limited  
Plot No. 19, Sector-16 A Noida

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)

Note: This form should be uploaded along with offer.

**Undertaking regarding statutory/ regulatory compliances prior to commencement of gas off-take  
(On company letter head)**

Dated: \_\_\_\_\_

To,

Executive Director-RF,  
Oil India Limited,  
Jodhpur, Rajasthan  
Pin: 342001.

Dear Sirs,

We have read the terms and conditions provided in the RFP and GSPA regarding obligation of the bidder to obtain all the necessary statutory/regulatory clearance for the proposed gas usage.

We agree and undertake that we will obtain all the necessary statutory/regulatory compliances before commencement of gas offtake and will furnish an undertaking as per Appendix 8A of the RFP confirming that we have obtained all necessary statutory / regulatory compliances and approvals before commencement of the gas offtake. We also confirm that we will hold harmless and indemnify OIL against any loss, damage, notice, prosecution etc arising out of commencement of gas by OIL relying on the undertaking furnished by us.

We also agree and undertake that any delay in gas offtake due on such account would lead to encashment of payment security as per clause 3.5.1 of this RFP.

**FAX NO:**

**TELEPHONE No:**

**PERSONAL ATTENTION OF:  
(IF REQUIRED)**

**Yours faithfully,**

**(BIDDER)**

**Name:**

**Designation:**

**Undertaking regarding statutory/ regulatory compliances prior to commencement of gas off-take  
(On company letter head)**

Dated: \_\_\_\_\_

To,

Executive Director-RF,  
Oil India Limited,  
Jodhpur, Rajasthan  
Pin: 342001.

Dear Sirs,

We have read the terms and conditions provided in the RFP and GSPA regarding obligation of the bidder to obtain all the necessary statutory/regulatory clearance for the proposed gas usage.

We confirm that we have obtained all the necessary statutory/regulatory compliances and approvals for commencement of gas offtake as per terms of RFP and GSPA. We further confirm that we will hold harmless and indemnify OIL against any loss, damage, notice, prosecution etc arising out of commencement of gas by OIL relying on the undertaking furnished by us.

**FAX NO:**

**TELEPHONE No:**

**PERSONAL ATTENTION OF:**

**(IF REQUIRED)**

**Yours faithfully,**

**(Customer)**

**Name:**

**Designation:**

**Note: This Undertaking to be submitted before commencement of gas supply.**

OIL FORMAT

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

To,  
GM (C&P)  
Oil India Limited  
Plot No. 19, Sector-16 A Noida

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

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

We, \_\_\_\_\_ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debaring us/them from carrying on business dealings with OIL.

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

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

\_\_\_\_\_  
(Name & Signature of the authorised signatory  
of the bidder)

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

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

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

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

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

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.
- (iii) The Principal will exclude from the process all known prejudiced persons.

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

**Section: 2 -Commitments of the Bidder**

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

- (i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.
- (ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
  - (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - (3) The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Section:9-Pact Duration**

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

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

**Section:10-Other provisions**

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

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

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

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

<p>.....</p> <p><b>For the Principal</b></p> <p>Date:</p> <p>Place:</p>	<p>.....</p> <p><b>For the Bidder/Contractor</b></p> <p>Witness 1: .....</p> <p>Witness 2: .....</p>
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\*\*\*\*\*End of IP\*\*\*\*\*