



## **To All Prospective Bidders**

**Tender No.** : **DFS6693L25/04**  
**Tender Date** : **11.06.2024**  
Bid Closing On : 10.07.2024 at 13:00 hrs.(IST)  
Bid Opening On : 10.07.2024 at 13:00 hrs.(IST)  
Bid Security Amount : Not Applicable  
Performance : Not Applicable  
Guarantee : Not Applicable  
Integrity Pact : Not Applicable

Sir/Madame,

We invite you to submit your firm quotation under International Competitive Bidding (ICB) for the materials as listed & specified in the enclosed Annexure-I. Your quotation must be written in English, complete in all respects without keeping any ambiguity and conforming to the "General Terms & Conditions for global tenders" (Document No. MM/GLOBAL/01/2005). For document no. MM/GLOBAL/01/2005, please visit OIL's website www.oil-india.com. It is also essential that your quotation must reach the office of GM-Materials, Duliajan (Assam) before the Bid Closing Date and Time as indicated above. Your special attention is drawn to the followings:

1. (a) Your offer must be compatible with the specification given in our tender. Deviation, if any, should be highlighted for proper evaluation of the offer.

(b) Offer should be mailed as far as possible by Registered Post using double envelope as explained in "General Terms & Conditions"

(c) Your quotation must include:

- |  |  |
|--|--|
| i) Tender No.  | viii) Estimated ocean freight / air freight charges to Kolkata (for foreign Bidder) and firm road freight for door delivery on FOR Destination basis (for indian bidder) |
| ii) Full Description of the materials offered.   | ix) Insurance charges  |
| iii) Best possible delivery for each item.   | x) Validity of minimum 90 days from Bid closing Date unless otherwise specified in the tender  |
| iv) Unit and Total ex-works price  |  |
| v) Total FOB / FCA cost (for foreign bidder) and FOR Despatching station cost(for indian bidder) |  |
| vi) Duties and taxes if applicable   |  |
| vii) Gr. Wt. & Net Wt. of the consignment  |  |

(d) Though the cheapest mode of despatch is normally by sea, certain items of low weight are likely to be cheaper by air freight / post parcel. In such cases foreign bidders are to please quote CIF Kolkata price.

2. We have also enclosed a checklist as annexure-IV with "General Terms & Conditions for global tenders" to ensure that your quotation covers all the necessary details. Kindly, complete the checklist and return with your quotation.

3. In the event of your inability to quote for the materials, please send your 'regret advice' for our record.

The sealed quotation should be sent to the following address as explained in "General Terms & Conditions for global tenders":

GM-Materials, Materials Department, Oil India Limited, P.O. Duliajan-786602, ASSAM(INDIA).

Thanking you and awaiting your early response.

Yours Faithfully,  
OIL INDIA LIMITED

SATHIYARAJ.F  
SENIOR MANAGER-MATERIALS(F.P.)  
FOR C.G.M.-MATERIALS (HoD)  
FOR RESIDENT CHIEF EXECUTIVE

**OIL INDIA LIMITED**  
 (A Govt. of India Enterprise)  
 P.O. Duliajan-786602, Assam.  
 Fax No. 91-374-2800533, E-mail:material@oilindia.in

**ANNEXURE-I****Tender No. : DFS6693L25/04****Tender Date : 11.06.2024**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 03595737	SPARES FOR CHOKE MANIFOLD CONTROL PANEL 10000 PSI MODEL No: JYA2-70BJT (SL.No: 2016-101 & 2016-102) High Pressure Hose of 10,000 PSI rating 200 ft length with Hydraulic Pressure Sensors and 2" Fig. 1502 hammer Union Connector at one end Part No. 39050383 of JIANGSU JINSHI MACHINERY GROUP CO.	2	NO

**Standard Notes: AS PER ANNEXURE ENCLOSED**



**Oil India Limited**  
**Materials Department – Field Head Quarters**  
**Duliajan, Assam, India – 786602**  
Tel: +91-374-280 8613 | Email: [materials@oilindia.in](mailto:materials@oilindia.in) | [f\\_sathiyaraj@oilindia.in](mailto:f_sathiyaraj@oilindia.in)  
Website: [www.oil-india.com](http://www.oil-india.com)

**(ANNEXURE – A)**

**NOTICE INVITING TENDER (NIT)**

OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

In connection with its operations, OIL invites **International Competitive Bids (ICB)** from competent and experienced bidder for the item(s) mentioned below. One complete set of Bid Document for above is required to be submitted to the **designated address / email** (As applicable). You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through **sealed envelope / email (As applicable)**. For your ready reference, few salient points of the Tender are highlighted in **Tender Information Summary (TIS)** appended:

**Attention of Vendors for Flagged Tenders**

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

- (i) Experience of successfully executing at least 1 (one) similar order for minimum 50% of the tendered quantity in preceding 5 (five) years to be reckoned from the original stipulated bid closing date of the tender [Copies of Purchase Order(s) along with completion certificate towards successful execution of the order to be submitted].*
- (ii) Annual financial turnover of at least 50% of the tendered value in any of preceding 3 (three) financial years.*
- (iii) The Net worth should be Positive for preceding financial / accounting year.*

**Note:**

- a) Annual Financial Turnover** of the bidder from operations shall mean Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year as per the Companies Act, 2013 Section 2 (91).
- b) Net worth shall mean** the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
- c) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: -**
  - (i)** A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number, UDIN and Firm Registration Number), certifying the Annual turnover & Net worth
  - OR**
  - (ii)** Audited Balance Sheet along with Profit & Loss account.”

**Documentary evidence as stipulated above, should reach the office from where the tender is floated (email: [materials@oilindia.in](mailto:materials@oilindia.in) | [f\\_sathiyaraj@oilindia.in](mailto:f_sathiyaraj@oilindia.in) - as given in the enquiry document) within 10 days of publication of the tender on OIL’s website. Based on merit, OIL will allow the vendors to participate in the current tender or future tender for the item(s) at its sole discretion.**

**Disclaimer:** Authorization to participate in the tender does not guarantee placement of order. Requests received from interested vendors after 10 days of publication of tender shall be considered for future tenders only, subject to meeting the above evaluation criteria.

### Tender Information Summary (TIS)

(1)	Tender No.	: <b>DFS6693L25</b>
(2)	Type of Bidding	: <b>Single Stage - Composite System</b>
(3)	Bid Closing Date & Time	: <b>10/07/2024 at 11:00 Hrs (IST)</b>
(4)	Technical Bid Opening Date & Time	: <b>10/07/2024 at 14:00 Hrs (IST)</b>
(5)	Price Bid Opening Date & Time	: <b>10/07/2024 at 14:00 Hrs (IST)</b>
(6)	Bid Security Amount	: Not applicable <b>(However, Bid Security Declaration must be submitted as per Annexure-D by bidder)</b>
(7)	Bid Security Validity	: Not applicable
(8)	Bid Submission Mode	: Offline (i.e. Email / Hard Copy)
(9)	Bid Opening Place	: Office of The Chief General Manager - Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
(10)	Bid Validity	: Bid should be valid for <b>minimum 90 days</b> from actual bid closing date.
(11)	Performance Guarantee	: Not Applicable
(12)	Integrity Pact	: Not Applicable
(13)	Restrictions on procurement from a bidder of a country which shares land border with India	: Applicable
(14)	Make In India Policy	: Applicable for tender's target value (INR 5,00,000 & above)
(15)	MSE Purchase Preference	: Applicable (100% of tender / order quantity)
(16)	Price Variation Clause	: Not Applicable
(17)	Document Verification	: Not Applicable
(18)	Evaluation Method	: All the tendered item(s) shall be evaluated as per <b>individual item-wise evaluation method</b> ; hence bidder(s) are requested to quote accordingly.
(19)	Inspection Method	: Consignee Inspection at Consignee's site
(20)	Contact Details	: Mr. F.Sathiyaraj Senior Manager - Materials (F.P.) E-Mail: <a href="mailto:f_sathiyaraj@oilindia.in">f_sathiyaraj@oilindia.in</a> <a href="mailto:materials@oilindia.in">materials@oilindia.in</a> Phone: +91-374-2808613
(21)	E-Tender technical Support	: Tel: +91-374-2804903, 2807171, 2807192, E-Mail: <a href="mailto:erp_mm@oilindia.in">erp_mm@oilindia.in</a>
(22)	Bids to be addressed to	: The Chief General Manager – Materials, Materials Department, Oil India Limited, Field Head Quarters, Duliajan P.O., Dibrugarh District, Assam, India -786602

### Tender Information Summary (TIS)

(23)	Consignee	: The Chief General Manager – Materials, Receiving Section, Materials Department, Oil India Limited, Field Head Quarters, Duliajan P.O., Dibrugarh District, Assam, India -786602
(24)	The tendered / ordered (if) goods shall be delivered to	: The Chief General Manager – Materials, Receiving Section, Materials Department, Oil India Limited, Field Head Quarters, Duliajan P.O., Dibrugarh District, Assam, India -786602 (or) Any other Oil India Limited’s installation / operational site located in Assam / Arunachal Pradesh.  <i>The bidder is advised to indicate appropriate freight &amp; insurance charges (as applicable) in their quotation/ bid.</i>
(25)	Disclaimer	: The firm(s) to whom no further business is to be given or dealings with whom have been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered.
(26)	Disclaimer	: <i>“If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”</i>
(27)	Disclaimer	: <i>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 Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s) and such Addendum(s)/ Corrigendum(s)/Amendment(s) will be published in the tender portal and hosted on OIL website only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit the website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid.</i>
(28)	Disclaimer	: <i>The resultant contract / order will be interpreted under Indian laws.</i>
(29)	Payment term (Applicable for Domestic bidder)	: 90% within 21 days of receipt of materials at destination against undisputed invoice and remaining 10% after acceptance  (or) 100% within 21 days of receipt & acceptance of materials at destination against undisputed invoice.
(30)	Payment term (Applicable for Foreign bidder)	: (i) Sight draft basis (Cash against Documents): For small value orders for up to US \$ 25,000.00, preferably payment may be made on Sight draft (Cash against Documents) basis. Such payment should be made within 15 working days of receipt of clean documents.

	Payment term (Applicable for Foreign bidder)	<p>ii) The Letter of Credit shall be established through an Indian scheduled Bank. Normally L/C will not be confirmed. Confirmation of L/C, if required, shall be at Seller's cost.</p> <p>iii) 100 (hundred) per cent net FOB/FAS/CFR/CIF/CIP price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, and so on.</p> <p>iv) Payment of agency commission, if payable, the entire 100 (hundred) per cent agency commission should generally be paid (in nonconvertible Indian Rupees on the basis of BC selling rate of exchange) after all other payments have been made to the supplier in terms of the contract.</p>
(31)	Concessional GST benefit for supply of tendered good(s)	<b>Applicable</b>
(32)	Clarification of tender documents / Amendment of tender documents	<p><b>(i)</b> The prospective bidder requiring clarification on the tender documents may notify to the company in writing well before the due date of submission of bid to enable purchaser to give response in writing to the clarification sought by such bidder.</p> <p><b>(ii)</b> The prospective bidder is advised to submit their queries in relation to the tender document atleast 5 (five) working days before the scheduled date of bid closing date.</p> <p><b>(iii)</b> 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 Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s) and such Addendum(s) / Corrigendum(s)/ Amendment(s) will be published in the tender portal and hosted on OIL website only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit the website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid.</p>
(33)	Variance in quantity at the time of order placement	This tender has a provision for variation of quantity at the time of placement of order up to +/- 25%. The bids, however, will be evaluated based on the tendered quantity to decide the interse ranking of the bidder.

**Disclaimer: Refer all tender terms and conditions governing this tender for more information.**

**All other terms and conditions are as per General Terms and Conditions (Ref.: MM/GLOBAL/01/2005) available in Oil India Limited's official website ([www.oil-india.com](http://www.oil-india.com)) and various public procurement guidelines / policy issued by Oil India Limited / Government of India from time-to-time.**

**1. Category of vendor:**

The bid should be from Original Equipment manufacturer (OEM). However, the bid(s) from authorised distributor(s) / authorised dealer(s) / authorised supply house(s) can also be considered, provided such bid(s) is/are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product(s).

The bidder must explicitly indicate their category (as applicable) pertaining to tendered item(s) in their offer/quotation as listed below:

- (i) **Manufacturer of tendered item(s)**
- (ii) **Authorised Distributor of OEM**
- (iii) **Authorised Dealer of OEM**
- (iv) **Authorised supply houses of OEM**

**If the bidder(s) is/are non-manufacturer of tendered item(s), then quotation(s)/bid(s) must be accompanied by back-up authority letter (valid at the time of bidding) from the manufacturer as per Annexure - J. OIL INDIA LIMITED reserves the right to reject bid(s) / offer(s) without back up authority letter on exclusive basis from manufacturer.**

2. The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Custom Duty against Material Value valuing INR 1.00 Lakh and above & Concessional IGST during import (**Oil India Limited being the direct importer**) will be applicable. Indigenous bidder shall be eligible for **concessional rate of GST @ 12%** (for Invoice having Material Value of INR 1.00 Lakh and above) against Essentiality Certificate wherever applicable, as per Notification No.3/2017 – Integrated/ Central Tax (Rate) dated 28th June'2017 & 08/2022 - Integrated/ Central Tax (Rate) dated 13th July'2022. **However, Indian bidders are requested to quote actual rate of GST with HSN Code.**

**3. Bid Validity:**

- a) Unless specified to the contrary in the TIS/ GTC, Bids shall remain valid for a period not less than 90 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.
- b) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.
- c) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

4. **Bidders must indicate the minimum FOB / FCA charges in case of partial order for reduced quantity/items. In case this is not indicated specifically, the charges quoted would be prorated calculated and the same will be binding on the bidder.**

5. Bidders are required to mention the weight of each item individually. QUOTATION must be submitted in TRIPLICATE with original company catalogues as well as necessary certificates.

6. Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.

7. **OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the bidder in their offer. In case the order is converted to C&F Kolkata port, the Performance Security amount, if applicable, shall also be enhanced considering the quoted ocean freight charges.**

8. Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single window facility having office of local agent in India at Kolkata and offer 14 days free detention time of container(s) at discharging port.

9. All foreign bidder(s) should note that a new clause on shipment of the goods by sea from port of export to the Indian port (i.e. Kolkata port unless otherwise specified) has been included in the tender through an addendum to "General Terms and Conditions for Global Tender" (MM/GLOBAL/01/2005). The addendum is also available in OIL's Website ([www.oil-india.com](http://www.oil-india.com)). Bidder(s) is/are requested to take note of the same and to submit their offer(s) accordingly.
10. The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended from time-to-time, which is uploaded in OIL's Website ([www.oil-india.com](http://www.oil-india.com)). Bidders to note the changes made to "The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" and to submit their offers complying with the same.
11. Bidders are requested to examine the instructions, forms, terms and specifications in the bid. Failure to furnish an information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in rejection of its offer without seeking any clarifications.
12. Revision, clarification, addendum, corrigendum, time extension etc to the tender will be hosted on OIL website ([www.oil-india.com](http://www.oil-india.com)) only. No separate notification shall be issued. Bidders are requested to visit OIL website regularly to keep themselves updated.
13. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
14. For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India (SBI), applicable on due date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
15. **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**
  - a) Banning Policy dated 17th March 2023 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/ supplier/ vendor/ service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes, etc.
  - b) The bidders who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/ award. If the bidding documents were issued inadvertently/ downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.
16. **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:**
  - a) If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.
  - b) However, along with the technical bid, bidders must submit duly filled undertaking as per format provided vide, "**Annexure-E**" as undertaking towards submission of authentic information/documentation as per the format provided in Tender Special Note.
17. **DISCLAIMERS AND RIGHTS OF BUYER (OIL INDIA LIMITED):**
  - a) The issue of the tender document does not imply that the buyer (Oil India Limited) is bound to select bid(s), and it reserves the right without assigning any reason to:
    - i) reject any or all of the Bids, or
    - ii) cancel the tender process; or
    - iii) abandon the procurement of the Goods; or
    - iv) issue another tender for identical or similar goods

- b) Oil India Limited reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

**18. OPTION QUANTITY CLAUSE:**

If invoked explicitly in the contract, the buyer (Oil India Limited) shall reserve the right, but without any obligation to do so, to increase or decrease the ordered quantity upto a percentage specified therein (or 20% if not specified) at any time, till the final delivery date of the contract, by giving reasonable notice and commensurate delivery period, even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

**19. SUBMISSION OF TAX RESIDENCY CERTIFICATE (TRC), NO PERMANENT ESTABLISHMENT (PE) CERTIFICATE & FORM-10F:**

- 1) In accordance with Income Tax Act, 1961 Foreign bidders shall undertake in their technical bid that in the event of placement of order on them, they shall submit below documents within 15 days from the date of issue of Purchase order. The documents are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- a) Tax residency certificate (Current) from the Government /Tax Department of the country of residence;
- b) Form 10F as per Rule 21 AB of the Indian Income Tax Rules, 1962;
- c) No Permanent Establishment in India Declaration

- 2) Payment to Foreign supplier shall be released only after receipt of the above documents. Any delay in submission of Tax Residency Certificate (TRC), Form No. 10 F and No Permanent Establishment in India Declaration within specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the Foreign Supplier.

- 3) However, in the cases of pure supply of goods (other than the cases of procurement of software or any other intellectual property). the following modalities will be adopted:

**a. If there exists a DTAA between India and the country of tax residency of the supplier:**

Since the above amendment in Section 9(1) would not have any bearing on DTAA provisions, the receipts of the supplier may continue to be treated as non-taxable under DTAA subject to fulfilment of following conditions:

- (i) Remittances are to be made exclusively for supply of goods and no service of any kind is to be rendered by the non-resident whether in or outside India.
- (ii) Risk and title to the goods passes from the non-resident supplier to OIL outside India.
- (iii) Payment would be received by the non-resident supplier outside India; and
- (iv) The non-resident, at its option,

Furnishes copy of a valid Tax Residency Certificate (TRC), Form 10F and confirms that it does not have a Permanent Establishment (PE) in India in terms of the applicable Double Taxation Avoidance Agreement (DTAA)

OR

A nil Tax Deduction Certificate from the Income Tax Authority of India with requisite jurisdiction.

- b. If the non-resident supplier obtains a certificate u/s. 197 /195(3) - TDS need to be deducted as per the directions contained in such certificate.**

- c. In any other case- (i.e. where there is no DTAA) and supply involves pure supply of goods and payment exceeds Rs. 2 Crore as per amendment u/s 9(l):**

The non-resident shall be deemed to constitute Business connection in India and in such a situation TDS has to be made based on a 197 /195(3)/195(2) certificate issued by the Income Tax Authorities in India in order to avoid any future litigation."

- 20.** In case of imported items, the bidder/seller confirms that the bidder/Seller shall submit "Certificate of Origin" issued only by "Chamber of Commerce" along with the shipping documents.

21. Bidder to sign and submit completely filled up Commercial Checklist, Technical Check list, Bid Evaluation Matrix (Technical), Bid Evaluation Matrix (Bid Rejection Criteria), etc. as applicable.
22. Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
23. **FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM (APPLICABLE TO INDIAN BIDDER). (APPLICABLE ONLY TO INDIAN BIDDER)**

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

- (i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- (ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- (iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

**NOTE:**

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

24. **DEFINITION OF MICRO, SMALL AND MEDIUM ENTERPRISES (APPLICABLE TO INDIAN BIDDER):**

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefit applicable to MSEs:

**i. Udyam Registration Number with Udyam Registration Certificate.**

**Note:**

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

25. **INTEGRITY PACT (If Applicable):**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure-H** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to 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. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway.

The name of the OIL's Independent External Monitor is at present:

- 1) **Shri Ram Phal Pawar, IPS (Retd.),**  
Former Director, NCRB, MHA  
Mobile No.: 8017017878  
E-mail IDs: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com) | [ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)
- 2) **Shri Ajit Mohan Sharan, IAS (Retd.),**  
Former Secretary,  
Ministry of Ayush,  
Govt. of India  
Mob No.: 9810701876  
E-mail: [ams057\[at\]gmai\[dot\]com](mailto:ams057[at]gmai[dot]com)
- 3) **Dr. Tejendra Mohan Bhasin,**  
Former Vigilance Commissioner, CVC  
E-mail: [tmbhasin\[at\]gmail\[dot\]com](mailto:tmbhasin[at]gmail[dot]com)

Note: The information regarding OIL's Independent External Monitor furnished above is indicative. However, the bidder is advised to visit OIL's official website ([www.oil-india.com](http://www.oil-india.com)) periodically for the updated contact details of OIL's Independent External Monitor applicable from time to time.

26. Bidder to sign and submit information about the bidder's organisation as per "**Annexure-I**" along with their quotation.

27. **RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA (IF APPLICABLE):**

Subject to Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
  - a) An entity incorporated, established, or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
4. The beneficial owner for the purpose of para 3.0 above will be as under:

- 4.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
  - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- 4.2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- 4.3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- 4.4. Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- 4.5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
7. **Validity of Registration:** The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
8. **Undertaking regarding compliance:** The bidders are required to provide undertakings as per Exhibits - I, II & III along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/ action as per OIL's Banning Policy and further legal action in accordance with law.

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

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

**Yours faithfully,**

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

**Signature of Authorised Signatory Name:**

**Designation:**

**Phone No.:**

**Place:**

**Date:**

**(Affix Seal of the Organization here, if applicable)**

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

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

**Yours faithfully,**

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

**Signature of Authorized Signatory Name:**

**Designation:**

**Phone No.**

**Place:**

**Date:**

**(Affix Seal of the Organization. here, if applicable)**

**EXHIBIT-III**

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

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

**OR**

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

**Yours faithfully,**

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

**Signature of Authorized Signatory Name:**

**Designation:**

**Phone No.**

**Place:**

**Date:**

**(Affix Seal of the Organization. here, if applicable)**

**28. Clarification(s):**

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing / electronically from Office / Contact Person as mentioned in tender document, provided the questions are raised before the clarification end date mentioned in tender document (or if not mentioned, before 5 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

**29. Purchase Preference Policies of the Government**

As detailed in the tender document, Oil India Limited reserves its right to grant preferences to eligible bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

**30. Tax Collectible at Source (TCS) (Applicable only to Indian bidders)**

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

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

**31. Registration of suppliers on Government e-Market place (GeM) under rule 150 of General Financial Rule (GFR 2017):**

- a) In line with O.M. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, Government of India, it shall be mandatory for sellers providing Goods and Services to Oil India Limited to be registered on GeM and obtain a unique seller ID, at the time of placement of order/acceptance of contract. This ID shall invariably be incorporated in every supply order/contract/agreement/purchase order while awarding any contract / order for procurement by Oil India Limited governed by the GFRs 2017.
- b) In this regard, the bidder/seller providing goods and services to Oil India Limited has to mandatorily register on Government E-Marketplace (GeM) [Website: [www.gem.gov.in](http://www.gem.gov.in)] and obtain a unique GeM seller ID. The bidder has to mandatorily indicate the GeM seller ID in their offer/bid/proposal to facilitate to comply with the aforementioned Office Memorandum.

**All other terms and conditions are as per General Terms and Conditions document (MM/GLOBAL/01/2005) amended from time-to-time available in Oil India Limited's official website ([www.oil-india.com](http://www.oil-india.com)) under "GLOBAL TENDERS".**

Yours faithfully,

-Sd-

(F.SATHIYARAJ)

Senior Manager - Materials (F.P.)

For General Manager - Materials (HoD)

For Resident Chief Executive

## ANNEXURE – B



### COMMERCIAL CHECK LIST

- A. The Commercial Check List must be completed and returned with your offer. Please ensure that all these points are covered in your offer. These will ensure that your offer is properly evaluated. Please select **Yes/No/Not Applicable** to the following questions, in the right-hand column.

Sl. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
1.0	Whether bid submitted under <b>Single Stage - Composite Bid</b> System?	
2.0	Whether quoted as manufacturer?	
3.0	Whether quoted as OEM Dealer/Supply House.	
3.1	If quoted as OEM Dealer/Supply House	
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
4.0	Whether Purchase Preference (If Applicable) claimed? If so, whether under -	
	(i) PPLC (Whether relevant documents uploaded?)	
	(ii) MSE (Whether relevant documents uploaded?)	
5.0	Whether offered firm prices?	
6.0	Whether quoted offer <b>validity of 90 days</b> from the bid closing date of tender?	
7.0	Whether quoted a firm delivery period?	
8.0	Whether agreed to the NIT Warranty clause?	
9.0	Whether confirmed acceptance of tender Payment Terms as per Tender?	
10.0	Whether confirmed to submit PBG (If Applicable) as asked for in NIT?	
11.0	Whether agreed to submit PBG (If Applicable) within 30 days of placement of order?	
12.0	Whether Price submitted as per Price Schedule?	
13.0	Whether quoted as per NIT (without any deviations)?	
14.0	Whether quoted any deviation?	
15.0	Whether deviation separately highlighted?	
16.0	Whether indicated the country of origin for the items quoted?	
17.0	Whether technical literature / catalogue enclosed?	
18.0	Whether weight & volume of items offered indicated?	
19.0	Have indicated the minimum transportation & transit insurance charges applicable, in case of ordering for partial requirement?	
20.0	Whether indicated the place from where the goods will be dispatched. <b>To specify:</b>	

Sl. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
21.0	Whether road transportation charges up to Duliajan quoted?	
22.0	Whether offered Ex-works price is including packing/forwarding charges?	
23.0	Whether indicated import content in the offer?	
24.0	Whether offered Deemed Export prices?	
25.0	Whether all applicable Taxes & Duties have been quoted?	
26.0	Whether Integrity Pact (If Applicable) with digital signature uploaded?	
27.0	Whether all the clauses in the Integrity Pact (If Applicable) have been accepted?	
28.0	Whether indicated 'Local Content' required as per PPLC Policy (If Applicable)?	
29.0	Whether indicated the import content in Price Bid?	
30.0	Have you indicated the applicable HSN Code item-wise in price bid?	
31.0	<p><b><u>Please specify the following details:</u></b></p> <p>(a) Gross weight in kg (Approximate) –  (b) Net Weight in kg (Approximate) –  (c) Gross volume in cu. mtr. (Approximate) -</p>	
32.0	Goods, materials to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period 18 months from the date of dispatch / shipment or 12 months from the date of receipt at destination, whichever is earlier against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.	
33.0	The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence <b>concessional GST @12% (for indigenous bidder)</b> will be applicable as per Govt. Policy in vogue.	
34.0	Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate at least forty-five (45) days prior to stipulated Delivery date. Further, <u>successful bidder shall effect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to supplier's account.</u>	
35.0	Whether submitted Earnest Money Deposit / Bid security declaration (As applicable) as per NIT requirement?	
36.0	Whether complied for all the terms and conditions of NIT without any deviation(s)?	
37.0	Have you indicated both unit price for individual item(s) and also total price for all item(s)?	

**B. ADDITIONAL INFORMATION (To be filled up by bidder and submit along with Technical Bid):**

<b>Sl. No.</b>	<b>Requirement</b>	<b>Bidder's Reply</b>
1)	Offer reference & date	
2)	Name, Address, Phone No & E-mail of Bidder	
3)	Bank details of Bidder	
4)	Name of Manufacturer	
5)	OEM's authorisation letter reference & date (If applicable)	
6)	Bid validity	
7)	Payment Terms	
8)	Guarantee/Warranty Terms	
9)	Terms of Dispatch (For Foreign Bidder – FOB / C&F) / (For Indian Bidder – FOR, Dispatch Station / FOR, OIL Duliajan, Assam / Other site)	
10)	Delivery Period	
11)	Country of Origin	
12)	Port of loading / Place of dispatch	
13)	HSN Code for offered items	
14)	Total Gross / Net weight in kg (Approx.)	
15)	Confirm on submission Integrity pact, if required as per NIT	
16)	Confirm on acceptance of PBG clause, if required as per NIT	
17)	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
18)	Confirm on submission of undertaking towards authenticity of submitted documents.	
19)	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents w.r.t. ANNEXURE III of General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) submitted in this regard?	
20)	Whether submitted all the applicable Annexures as per document General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).	

\*\*\*\*\*

**TECHNICAL CHECKLIST**

The Technical Check List must be completed and returned with your offer. Please ensure that all these points are covered in your offer. These will ensure that your offer is properly evaluated. Please select **Yes/No/Not Applicable** to the following questions, in the right-hand column.

Sl. No.	Descriptions	Compliance Yes/No/ Not applicable	Remarks
1	Whether the items would be brand new, unused & of prime quality?		
2	Whether the item would be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications?		
3	Whether the defective item / parts, if any, rejected by OIL will be replaced by the bidder free of cost?		
4	Whether mentioned the name of manufacturer, country of origin and port of shipment?		
5	Whether the offered part number / model number details have been mentioned in the bid document?		
6	Please confirm that the offered item(s) is / are interchangeable and compatible with the existing/ tendered item(s) as per tendered specification.		
7	Whether uploaded the technical literature(s) relevant to the technical specification of the tendered item (s)?		

\*\*\*\*\*



**BID SECURITY DECLARATION**

**ANNEXURE – D**

To,

**M/s. Oil India Limited**

.....  
.....

Sub: .....

Tender No: .....

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addendum), we M/s. .... (Name of Bidder) have submitted our offer/bid no.....

We, M/s. .... (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

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

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

**Place:**

**Date:**

**[Signature of Authorized Signatory of Bidder]**

**Name:**

**Designation:**

**Seal:**



ऑयल इंडिया  
OIL INDIA

**ANNEXURE – E**

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

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

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

Date \_\_\_\_\_

To,

**The General Manager (Materials),  
Materials Department,  
Oil India Limited, Duliajan,  
Dibrugarh District, Assam - 786602**

**Sub: Undertaking of authenticity of information/documents submitted**

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

Sir,

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

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

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG (If Applicable) 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)**

**Format for Undertaking by Bidders towards compliance of office memorandum F. No.****6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India****(To be typed on the letter head of the bidder)**

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

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

Tender No. \_\_\_\_\_

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

To,

**M/s. OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA****Dear Sirs,**

*We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”*

*We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.*

**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 returned along with offer duly signed.**

## STANDARD NOTES



### ANNEXURE – G (i)

#### PRICE SCHEDULE – DOMESTIC BIDDERS

*(Bidders should fill up, sign and upload this price schedule [Annexure G(i)] under “Notes & Attachments” > “Attachments” only.  
The filled-up price breakup should not be uploaded in Technical RFX Response folder)*

BIDDER'S NAME	
TENDER NO.	
BID CLOSING DATE	
CURRENCY QUOTED	

Item at tender SI. No.					
Oil India Limited's Material Code					
Material Description					
Quantity					
Unit of Measure					
Unit Price					
<b>TOTAL MATERIALS VALUE</b>					
Packing & Forwarding Charges					
<b>EX- WORKS VALUE</b>					
GST (including Compensatory Cess, if any)					
<b>TOTAL F.O.R. DESPATCHING STATION VALUE</b>					
Inland Freight charges up to Destination					
Applicable GST (%) on freight charges (Please indicate the rate and SAC code)					
Total freight charges including applicable GST					
Insurance Charge including GST					
<b>TOTAL F.O.R. DESTINATION, DULIAJAN VALUE</b>					
HSN Code					
Total weight of consignment					
Total volume of consignment					
Total Local Content (Bidder to submit undertaking as per <b>Annexure-K</b> )					
Total Import content					

## STANDARD NOTES



### Notes:

- (i) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.*
- (ii) GST should be quoted separately. If GST is not shown separately the offer will be considered to be inclusive of all taxes and will be binding on the bidder.*
- (iii) Disclaimer: "If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered"*

## STANDARD NOTES



### ANNEXURE – G (ii)

#### PRICE SCHEDULE – FOREIGN BIDDERS

*(Bidders should fill up, sign and upload this price schedule [Annexure G(ii)] under “Notes & Attachments” > “Attachments” only.  
The filled-up price breakup should not be uploaded in Technical RFx Response folder)*

BIDDER'S NAME	
TENDER NO.	
BID CLOSING DATE	
CURRENCY QUOTED	

Item at tender Sl. No.	Formula					
Oil India Limited's Material Code						
Material Description						
Quantity	A					
Unit of Measure	B					
Unit Price	C					
TOTAL MATERIALS VALUE	$D = (A \times C)$					
Packing Charges	E					
FOB charges (Including all applicable charges upto VDT or Vessel Departure from T/S point or Port of Loading)	F					
TOTAL FOB VALUE	$G = D + E + F$					
Ocean Freight charges upto Kolkata, India	H					
TOTAL C&F KOLKATA VALUE	$I = G + H$					
Insurance Charges	J					
HSN Code	K					
Total weight of consignment	L					
Total volume of consignment	M					
Total Local Content (Refer definition of Local Content as per Appendix H1 of the tender)	N					

## STANDARD NOTES



### Notes:

- (i) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.*
- (ii) Insurance Charges @0.5% shall be loaded on Total FOB Value for evaluation purpose.*
- (iii) Banking Charges @1% shall be loaded on Total FOB Value for evaluation purpose. In case of payment through Letter of Credit (L/C). If Confirmed L/C at buyer's account is required, 1.5% of Total FOB Value will be loaded.*
- (iv) Disclaimer: "If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered"*

# STANDARD NOTES



## ANNEXURE - H

### 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 ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

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

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

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

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

## STANDARD NOTES



specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - (v) **Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.**
  - (vi) **The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.**
  - (vii) **Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;**
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. **Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## STANDARD NOTES



2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. **However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.**
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.
9. **In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.**

### **Section:9 - Pact Duration**

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

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

### **Section:10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. **If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal**

## STANDARD NOTES



contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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

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

..... <b>For the Principal</b>  Date:  Place:	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
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# STANDARD NOTES



## ANNEXURE-I

### BIDDER INFORMATION

(To be submitted as part of technical bid)

**(On Company Letter-head)**

(Along with supporting documents, if any)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No.: \_\_\_\_\_

Date: .....

Tender Document No. : \_\_\_\_\_

Date: .....

Tender Title:

**Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.**

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

#### 1) Bidder/ Contractor particulars:

- (a) Name of the Company: .....
- (b) Corporate Identity No. (CIN): .....
- (c) Registration, if any, with Oil India Limited: .....
- (d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- (e) Place of Registration/ Principal place of business / manufacture .....
- (f) Complete Postal Address: .....
  
- (g) Pin code/ ZIP code: .....
- (h) Telephone nos. (with country/ area codes): .....
- (i) Mobile Nos.: (with country/ area codes): .....
- (j) Contact persons/ Designation: .....
- (k) Email IDs: .....

#### 2) Taxation Registrations:

- (a) PAN number: .....
- (b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....
- (c) GSTIN number: ..... in Consignor and Consignee States
- (d) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: .....
- (e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

*Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.*

## STANDARD NOTES



### 3) Authorization of Person(s) signing the bid on behalf of the Bidder

- (a) Full Name: \_\_\_\_\_  
(b) Designation: \_\_\_\_\_  
(c) Signing as: \_\_\_\_\_

- A sole proprietorship firm. The person signing the bid is the sole proprietor/  
constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorised being a partner to do  
so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution  
passed by the Board of Directors or in pursuance of the Authority conferred by  
Memorandum of Association.

*Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership  
Agreement/ Power of Attorney/ Board Resolution*

### 4) Bidder's Authorized Representative Information

- (a) Name:  
(b) Address:  
(c) Telephone/ Mobile numbers:  
(d) Email Address:

**(Signature with date)**

.....

**(Name and designation)**

**Duly authorized to sign bid for and on behalf of**

**[name & address of Bidder and seal of company]**

DA: As above

.....

# STANDARD NOTES



ANNEXURE - J

**(On the official Letter Head of the Original Equipment Manufacturer)**  
**(Applicable only for bidder who is Non-Original Equipment Manufacturer)**

## AUTHORISATION / PRICE CERTIFICATE

Ref:

Date:

To,  
The General Manager,  
Head of the Department,  
Materials Department, Field Head Quarters,  
Oil India Limited, Duliajan, Dibrugarh District,  
Assam, India, Postal Code – 7866602

Sir / Madam,

**Sub: Authorisation / Price Certificate against OIL's Tender No. \_\_\_\_\_ Dated \_\_\_\_\_**

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

- 1) We, M/s. \_\_\_\_\_ are proven and reputable manufacturers of the tendered goods. We have factories at \_\_\_\_\_.  
We hereby authorise Messrs----- (*name and address of the authorised dealer*) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is ....., dated/ since.....
- 2) We further confirm that no Contractor or firm or individual other than Messrs. .... (*name and address of the above-authorised dealer*) is authorized for this purpose.
- 3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.
- 4) Our details are as under:
  - (a) Name of the Company:.....
  - (b) Complete Postal Address: .....
  - (c) Pin code/ ZIP code: .....
  - (d) Telephone nos. (with country/ area codes): .....
  - (e) Fax No.: (with country/ area codes): .....
  - (f) Mobile Nos.: (with country/ area codes): .....
  - (g) Contact persons/ Designation: .....
  - (h) Email IDs: .....

## STANDARD NOTES



- 5) We enclose herewith, as appropriate, our ----- (*Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*)
- 6) We hereby certify that the price of \_\_\_\_\_ (***Tendered item description***) as quoted by aforementioned our authorised dealer / whole-seller / distributor / channel partner (*strike-out, whichever is not applicable*) against subject tender is as per our current price list on the date of quotation.
- 7) We hereby confirm that the products quoted by our aforementioned authorised dealer / whole-seller / distributor / channel partner (*strike-out, whichever is not applicable*) is/are for genuine parts / spares / products manufactured / supplied by us and warranted / guaranteed against manufacturing defect, workmanship, etc.

Thanking you,

**Yours truly,**

For M/s. \_\_\_\_\_

**(Signature & Stamp)**

Name :  
Designation :  
Phone No. :  
Place :  
Date :

(Affix Seal of the Organization here, if applicable)

**Note: This form should be returned along with offer duly signed**

# STANDARD NOTES



## ANNEXURE - 1

### FORM NO. 10F

[See sub-rule (1) of rule 21AB]

#### Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I, ..... \*son/daughter of Shri..... in the capacity of..... (designation) do provide the following information, relevant to the previous year..... \*in my case/in the case of for the purposes of sub-section (5) of \*section 90/section 90A:—

Sl. No.	Nature of information	:	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number or Aadhaar Number of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of ..... (name of country or specified territory outside India)

Signature: .....

Name: .....

Address: .....

Permanent Account Number or Aadhaar Number .....

### Verification

I ..... do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the ..... day of.....

Signature of the person providing the information

Place: .....

#### Notes:

- \*Delete whichever is not applicable.
- #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

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### ANNEXURE - 2

(On the official Letter Head of the Bidder)

#### NO BUSINESS CONNECTION OR PERMANENT ESTABLISHMENT CERTIFICATE

To

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

M/s. Oil India Limited,  
Materials Department,  
Duliajan, Assam, India - 786602

Sir,

**Sub: No Business Connection or Permanent Establishment declaration for FY .....**

This is to certify that..... (Name of the bidder/contractor) is a company incorporated in .....(country). We are resident of ..... (country) and the services have been rendered in ..... (country). We do not have any business connection in India as per the provision of Section 9 of the Indian Income Tax Act 1961 or any Permanent Establishment as defined in Article 5 of the India and..... (country) DTAA.

We hereby certify that we will notify OIL in case of any change in the status as certified above.

We also affirm that we shall hold you indemnified, if in future, anything is found contrary to the above and your company faces any issues or demand under Indian Income Tax Act due to any wrong or misstatement by us.

**For .....**

**Authorised Signatory**

*(Note – Please refer definition of the Business Connection and Permanent Establishment in the relevant DTAA)*

## **STANDARD NOTES**



### **Definition of Business Connection**

*"Business connection" as defined in Section 9 of the Income Tax Act shall include any business activity carried out through a person who, acting on behalf of the non-resident,—*

- (a) *Has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident, unless his activities are limited to the purchase of goods or merchandise for the non-resident; or*
- (b) *Has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or*
- (c) *Habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:*

*Provided that such business connection shall not include any business activity carried out through a broker, general commission agent or any other agent having an independent status, if such broker, general commission agent or any other agent having an independent status is acting in the ordinary course of his business:*

*Provided further that where such broker, general commission agent or any other agent works mainly or wholly on behalf of a non-resident(hereafter in this proviso referred to as the principal non - resident) or on behalf of such non-resident and other non-residents which are controlled by the principal non- resident or have a controlling interest in the principal non-resident or are subject to the same common control as the principal non-resident, he shall not be deemed to be a broker, general commission agent or an agent of an independent status.*

# STANDARD NOTES



**ANNEXURE -K**

## **UNDERTAKING FOR LOCAL CONTENT (To be submitted in the letter head of the bidder)**

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

We, M/s. \_\_\_\_\_  
(Name of the bidder) have submitted Bid against Tender  
No. \_\_\_\_\_ dated \_\_\_\_\_ for supply of  
\_\_\_\_\_.

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/ 2 / 2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any).

**The percentage of Local Content is \_\_\_\_\_ %.**

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. **FP-20013/2/2017-FP- PNG-Part (4) (E-41432) dated 26.03.2024.**

**For and behalf of M/s. \_\_\_\_\_ (type name of the firm here)**

### **Signature of Authorised Signatory**

**Name :**  
**Designation :**  
**Phone No. :**  
**Place :**  
**Date :**

**(Affix Seal of the Organization here, if applicable)**

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**All other terms and conditions are as per General Terms and Conditions (Ref.: MM/GLOBAL/01/2005) available in Oil India Limited's official website ([www.oil-india.com](http://www.oil-india.com)) and various public procurement guidelines / policy issued by Oil India Limited / Government of India from time-to-time.**

**(End of the document)**