



**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), [prantik\\_dutta@oilindia.in](mailto:prantik_dutta@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**

**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 (LCB)** 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 / OIL’s e-procurement portal (SRM)** (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 / e-procurement portal (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) | [prantik\\_dutta@oilindia.in](mailto:prantik_dutta@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>SSG8406L25/L4 DT. 22.01.2025</b>
(2)	Type of Bidding	: <b>Single Stage - Composite System</b>
(3)	Bid Closing Date & Time	: <b>26/02/2025 at 11:00 Hrs (IST)</b>
(4)	Technical Bid Opening Date & Time	: <b>26/02/2025 at 14:00 Hrs (IST)</b>
(5)	Price Bid Opening Date & Time	: <b>26/02/2025 at 14:00 Hrs (IST)</b>
(6)	Bid Security	: Not Applicable (Instead Bid Security Declaration to be submitted as per <b>Annexure-G</b> )
(7)	Delivery Period	: 03(Three) months
(8)	Bid Submission Mode	: <b>Online (Through OIL's E-Procurement portal Only)</b> (Visit: <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a> )
(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	: <b>Not Applicable</b>
(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 on item wise basis; hence bidder(s) are requested to quote accordingly.
(19)	Inspection Method	: Consignee Inspection at Consignee's site
(20)	Contact Details	: Mr. Prantik Dutta Manager Materials (F.P.) E-Mail: <a href="mailto:prantik_dutta@oilindia.in">prantik_dutta@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	: 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)	Applicable
(32)	Clarification of tender documents / Amendment of tender documents	<p>(i) 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>(ii) 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>(iii) 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/E-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 will be applicable for this tender.**

**LIST OF ANNEXURES &  
PROFORMA TO BE SUBMITTED  
ALONG WITH THE BID**

<b>PART - A</b>	Annexure - A	: Item Detail and Quantity of Items, Technical Specifications, Notes description for the tendered items (If Applicable)
	Annexure - B	: Special Notes to bidder
	Annexure - C	: Commercial Check List
	Annexure - D	: Technical Check List
	Annexure - E (i)	: Price Bid Format/Price Schedule – For Domestic Bidders <b>(To be attached in ‘Notes &amp; Attachments’ only)</b>
	Annexure - E (ii)	: Price Bid Format/Price Schedule – For Foreign Bidders <b>(To be attached in ‘Notes &amp; Attachments’ only)</b>
<b>PART-B</b>	<b>Annexure - H</b>	: AA: General Notes to Bidders BB: Additional Notes to Bidders
	<b>Appendix - A1</b>	: Purchase Preference (linked with local content) policy
	<b>Appendix - A4</b>	: Restrictions on procurement from a bidder of a country which shares a land border with India.
	General Terms & Conditions	: General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
	Proforma - 1	: Format for Bid Security
	Proforma - 2	: Format for Integrity Pact
	Proforma - 3	: Format for Performance Security
	Proforma - 4	: Format for undertaking towards submission of authentic information/ documents
	Proforma - 5	: Format for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India
	Proforma - 6	: Form 10F
	Proforma - 7	: No Business Connection or Permanent Establishment Certificate
	<b>Proforma - 8</b>	: Format for undertaking towards compliance of Financial Criteria
	<b>Proforma - 9</b>	: Format for Annual Turn Over and Networth Certificate
	<b>Proforma - 10</b>	: Format for Corporate Guarantee towards Financial Standing
	<b>Proforma - 11</b>	: Format for Authorization letter For attending Tender Opening
	<b>Proforma - 12</b>	: Format for Exception / Deviation
	<b>Proforma - 13</b>	: Format for Undertaking For Local Content
	<b>Annexure-G</b>	: Bid Security Declaration
<b>Proforma - 14</b>	: LETTER OF AUTHORITY	
<b>Proforma - 15</b>	: UNDERTAKING FOR BIDDERS FINANCIAL STANDING	

<b>Proforma – 16</b>	:	PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION
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**Annexure - A**

**AA: Item Detail and Quantity of Items, Technical Specifications, Notes description for the tendered items (If Applicable)**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b><u>10</u></b> 81245206	SPARES FOR NEW AC PCRs OF S-1, S-3 & S-8 DRILLING RIGS MCCB with thermal magnetic trip unit, 3 pole, 415 VAC, 160 A rated, 36 KA breaking capacity Device reference #CB1, CB5 & CB6" Brand :Schneider Electric  Part No. C12F3TM160B of SCHNEIDER ELECTRIC	20	NO

**Annexure - B**

**Special Notes:**

**1.0 ELIGIBILITY:**

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

**2.0** 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.

**3.0** The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005-July2012 for E-procurement (ICB Tenders) including Amendment and Addendum.

- 4.0 OIL expects Bidders to submit their quotation for all the tendered items. However, Bidder may choose to quote for any one or multiple item(s) as evaluation of bids will be carried out separately for all the item(s) and accordingly inter-se-ranking of successful bidders shall be determined on **individual item** basis.
- 5.0 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.
- 6.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually (*in addition to uploading in e-tender portal*) in sealed envelope super-scribed with Tender No. and Due date to **The Chief General Manager - Materials (HoD), Materials Department, Oil India Limited, Duliajan- 786602, Assam** on or before **13:00 Hrs (IST)** on the Bid Closing Date mentioned in the Tender.
- a) Original Bid Security/EMD (if applicable)  
b) Voluminous document, if any, like Literature, Detailed Catalogue of the products etc.  
c) Any other document required to be submitted in original as per tender requirement.

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

- 7.0 The Bidder should indicate the dimensions and weight of the offered item(s), the name of the manufacturer, the country of origin and port of dispatch of the material(s).
- 8.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
- 9.0 Bidder to sign and submit completely filled up Commercial Checklist, Technical Check list, Bid Evaluation Matrix (Technical), Bid Evaluation Matrix (Bid Rejection Criteria) (If Applicable) as applicable.
- 10.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all 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 the rejection of its offer without seeking any clarifications.
- 11.0 Oil India Limited (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website [www.oil-india.com](http://www.oil-india.com). The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 12.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

- 13.0** All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) with organisation name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate without organization name, will be liable for rejection.
- 14.0** For convenience of the qualified Bidders and to improve transparency, the rates/cost quoted by bidders against OIL’s e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment from under “Notes & Attachment” (i.e. NO PRICE CONDITION), Bidders must upload their detailed Price-Bid as per the prescribed format under “NOTES & ATTACHMENT”, in addition to filling up the “TOTAL BID VALUE” tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the “Total Bid Value” as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the “Total Bid Value” or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.
- 15.0** 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.**
- 16.0** Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above-mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 17.0** 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.
- 18.0** To ascertain substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarifications in respect of Clauses covered under the BRC also and such clarifications ~~fulfilling the BRC clauses~~ must be received on or before the deadline given by the company, failing which, the offer will be summarily rejected.
- 19.0** **The prices of the items should be quoted as per Annexure-E(i)/E(ii) and uploaded separately under the tab “Notes & Attachment”.**
- 20.0** Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 21.0** Please refer to the **"New Vendor Manual (effective 12.04.2017)"** available in the login Page of the OIL's E-tender Portal.
- 22.0** Oil India Limited (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following two documents before uploading their bid. These documents are also uploaded as part of NIT.

- (a) Guidelines to Bidders for participating in OIL.
- (b) Instruction to bidder for submission.

**23.0 Bids received in physical form against online invitation through e-portal shall be rejected** (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.

**24.0** Revision, clarification, addendum, corrigendum, time extension etc to the tender will be hosted on OIL website only. No separate notification shall be issued. Bidders are requested to visit OIL website regularly to keep themselves updated.

**25.0** 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.

**26.0** For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India (SBI), one day prior to the 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.

**27.0 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.

b) Kindly indicate the GeM seller ID in their offer/bid/proposal to facilitate to comply with the afore-mentioned Office Memorandum.

**28.0 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(I):**

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."

#### **29.0 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) DR. TEJENDRA MOHAN BHASIN, Former Vigilance Commissioner, CVC  
E-mail: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)
- 3) Shri Ajit Mohan Sharan, IAS (Retd.)  
Former Secretary, Ministry of Ayush, Govt. of India  
E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)

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

**31.0 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. J
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.

**EXHIBIT - I**

**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)**

**EXHIBIT-II**

**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)**

**32.0 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM (APPLICABLE 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).

**33.0 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.

**34.0 BANNING / DEBARMENT IN TENDERS**

- 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.

**35.0 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 "Proforma - 4" as undertaking towards submission of authentic information/documentation as per the format provided in Tender Special Note.

**36.0 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:
  - ii) reject any or all of the Bids, or
  - iii) cancel the tender process; or
  - iv) abandon the procurement of the Goods; or
  - v) 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).

**37.0 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.

**38.0 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 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

### **39.0 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.).

### **40.0 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.

### **41.0 SETTLEMENT OF DISPUTES:**

#### **41.1. Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):**

- 1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
- 2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- 3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
- 4) The number of arbitrators and the appointing authority will be as under:

<b>Claim Amount (Excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- 5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- 6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996 (as amended)
- 9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
- (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete.
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- 10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
- 11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.
- 12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
- 13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

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

**41.2 Arbitration (Applicable in case of Contract awarded on Public Sector Enterprise):**

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

**40.4 Resolution of disputes through conciliation by OEC (Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)**

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

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one month, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

#### **41.5 Exclusions**

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

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

(iv) Any claim which is less than Rs. 25 Lakh.

**All other terms and conditions are as per General Terms and Conditions document (MM/GLOBAL/E-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"**

**42.0 FALL CLAUSE:**

42.1 The price offered for the Goods against the tender by the bidder/supplier shall in no event exceed the lowest price at which the bidder/supplier quotes or supplies to any person/ organization including the Procuring Entity or any Department or Undertaking of the Central Government as well as private organization for item with same description. Supplier shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the PO for the Goods supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

42.2 The above stipulation shall, however, not apply to:

- i) Export/ Deemed Export by the supplier;
- ii) Sale of goods as original equipment prices lower than the price charged for normal replacement;
- iii) Sale of goods such as drugs, which have expiry date;
- iv) Sale of goods or services at lower price on or after the date of placement of order of goods or services by the authority concerned, under the existing or previous Purchase.

42.3 The Supplier shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the PO:

"We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organization including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s)/ Private organization as the case may be upto the date of bill / the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-"

**Yours Faithfully,**  
**-Sd-**  
**(PRANTIK DUTTA)**  
**Manager Materials (F.P.)**  
**For Chief General Manager - Materials (HoD)**  
**For Resident Chief Executive**

**ANNEXURE - C**

**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.

<b>Sl. No.</b>	<b>REQUIREMENT</b>	<b>COMPLIANCE Yes/No/Not Applicable</b>
1.0	Whether bid submitted under Single Stage <b>Composite</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><u>To specify:</u></b>	

<b>Sl. No.</b>	<b>REQUIREMENT</b>	<b>COMPLIANCE Yes/No/Not Applicable</b>
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	<b><u>Please specify the following details:</u></b> <b>(a)</b> Gross weight in kg (Approximate) – <b>(b)</b> Net Weight in kg (Approximate) – <b>(c)</b> Gross volume in cu. mtr. (Approximate) -	

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	<b><u>For Indian Bidder:</u></b> 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 ( <b>Ref: Notification No. 3/2017-Integrated Tax (Rate) dated 28th June, 2017 &amp; 08/2022-Integrated Tax (Rate) dated 13th July, 2022</b> ).	
34.0	Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate at least one (01) month 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	Bid validity	

6	Payment Terms	
7	Guarantee/Warranty Terms	
8	Delivery Period	
9	Country of Origin	
10	Port of Despatch/Despatching Station	
11	Confirm submission Integrity pact, if required as per NIT	
12	Confirm acceptance of PBG clause, if required as per NIT	
13	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
14	Confirm submission of undertaking towards authenticity of submitted documents.	
15	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?	
16	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).	

\*\*\*\*\*

**ANNEXURE – D**

**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.

<b>Sl. No.</b>	<b>Descriptions</b>	<b>Compliance Yes / No / Not applicable</b>	<b>Remarks</b>
----------------	---------------------	---	----------------

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)?		
8	Whether uploaded supporting documents regarding MII / MSME / PP-LC etc. claiming any benefit of preference (if specified in tender), if applicable?		

\*\*\*\*\*

**ANNEXURE - G**

**BID SECURITY DECLARATION**

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:**  
**Bidder]**  
**Date:**

**[Signature of Authorized Signatory of**

**Name:**  
**Designation:**  
**Seal:**

**ANNEXURE – E (i)**

**PRICE SCHEDULE – DOMESTIC BIDDERS**

*(Bidders should fill up, sign and upload this price schedule [Annexure E(i)] under “Notes & Attachments” > “Attachments” only.*

*The filled-up price breakup should not be uploaded in Technical RFX Response folder)*

<b>BIDDER'S NAME</b>	
<b>TENDER NO.</b>	
<b>BID CLOSING DATE</b>	
<b>CURRENCY QUOTED</b>	

<b>Item at tender Sl. No.</b>					
<b>Material Description</b>					
<b>Quantity</b>					
<b>Unit of Measure</b>					
<b>Unit Price</b>					
<b>TOTAL MATERIALS VALUE</b>					
<b>Packing &amp; Forwarding Charges</b>					
<b>EX- WORKS VALUE</b>					
<b>GST (including Compensatory Cess, if any)</b>					
<b>TOTAL F.O.R. DESPATCHING STATION VALUE</b>					
<b>Inland Freight charges up to Destination</b>					
<b>Applicable GST on freight charges (Please indicate the rate and SAC</b>					
<b>Insurance Charge including GST</b>					
<b>TOTAL F.O.R. DESTINATION, DULIAJAN VALUE</b>					
<b>HSN Code</b>					
<b>Total weight of consignment</b>					
<b>Total volume of consignment</b>					
<b>Total Local Content</b>					
<b>Total Import content</b>					

**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"*

**ANNEXURE – E (ii)**

**PRICE SCHEDULE – FOREIGN BIDDERS**

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

<b>BIDDER’S NAME</b>	
<b>TENDER NO.</b>	
<b>BID CLOSING DATE</b>	
<b>CURRENCY</b>	

<b>Item at tender Sl. No.</b>					
<b>Material Description</b>					
<b>Quantity</b>					
<b>Unit of Measure</b>					
<b>Unit Price</b>					
<b>TOTAL MATERIALS VALUE</b>					
<b>Packing Charges</b>					
<b>FOB Charges</b>					
<b>TOTAL FOB VALUE</b>					
<b>Ocean Freight charges upto Kolkata, India</b>					
<b>TOTAL C&amp;F KOLKATA VALUE</b>					
<b>HSN Code</b>					
<b>Total weight of consignment</b>					
<b>Total volume of consignment</b>					
<b>Total Local Content (Refer definition of Local Content as per Appendix H1 of the tender)</b>					

**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"***

**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.*

**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

.....

**(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: .....

- 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**

**PROFORMA – 2**

**MODIFIED IP DOCUMENT DATED 11.08.2023**

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

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

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

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

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

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

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

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

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

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

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

**Mr. Prantik Dutta,**

**MM(FP)**

**For the Principal**

Date : 11.03.2024

Place : Duliajan

.....

**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

\*\*\*\*\*

**PROFORMA – 3**

**PERFORMANCE SECURITY FORM**

To:  
**M/s. OIL INDIA LIMITED,  
MATERIALS DEPARTMENT**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

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

B. Controlling Office:

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

Notwithstanding anything contained herein:

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

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

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

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

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

\*\*\*\*\*

**UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE**

To,

**Oil India Limited,  
Materials Department,  
Duliajan, Assam - 786602**

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. ....for an amount of INR..... valid up to ..... as per terms and conditions of Tender / Contract No. ....

**BG issuing bank details:**

Bank: Branch: IFS Code:	
<b>Contact Details</b> E-mail Addresses:	Mobile No.: Telephone No.: Fax No.:
<b>Correspondence Address</b> H No./Street/City:	State: Country: Pin Code:

**Declaration:**

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Vendor Code: \_\_\_\_\_  
Email ID: \_\_\_\_\_  
Mobile No.: \_\_\_\_\_

Enclosure: Original bank guarantee

**\*\*\*\*\***

**PROFORMA - 4**

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

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

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

Date \_\_\_\_\_

To,

**General Manager (Materials)  
Materials Department  
Oil India Limited, Duliajan**

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

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

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**Format for Undertaking by Bidders towards compliance of Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India**

**Exhibit - I**

**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)

\*\*\*\*\*

**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 Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

\*\*\*\*\*

**PROFORMA - 6**

**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:—

<b>Sl. No.</b>	<b>Nature of information</b>	<b>:</b>	<b>Details #</b>
(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 :**

1. \*Delete whichever is not applicable.
2. #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.

**PROFORMA - 7**

(On the official Letter Head of the Bidder)

**NO BUSINESS CONNECTION OR PERMANENT ESTABLISHMENT CERTIFICATE**

Date:

To

Oil India Limited  
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)*

**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.

### **PROFORMA - 8**

**FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA  
(ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER)**

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

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

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

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

Place :.....

Date :.....

**signatory**

**Signature of the authorized**

**Note: This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.**

**PROFORMA – 9**

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

<b>TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD</b>		
<p style="text-align: center;"><b><u>TO WHOM IT MAY CONCERN</u></b></p> <p style="text-align: center;">This is to certify that the following financial positions extracted from audited financial statements of M/s..... (Name of the bidder) for the last 3 (three) completed accounting years upto.....(as the case may be) are correct.</p>		
YEAR	TURNOVER In INR (Rs.) Crores/ USD Million*	NET WORTH In INR (Rs.) Crores / USD Million*
<p>*Rate of conversion (if used any): USD 1.00 = INR .....</p> <p>Place: Date:</p> <p>Seal:</p> <p>Membership No.: Registration Code:</p> <p>Signature:</p>		

***\*Applicable for Global Tenders.***

**NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.**

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

**DEED OF GUARANTEE**

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

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD ..... during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
  - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
  - (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
  - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
  - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
  - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
  - (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable)  <u>Witness:</u> 1. 2.	for and on behalf of (Bidder)  <u>Witness:</u> 1. 2.
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PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

Ref No.

Date

TO,  
GM- MATERIALS  
MATERIALS DEPARTMENT  
P.O. DULIAJAN, PIN-786602  
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

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

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

Yours faithfully

Signature of Bidder

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

For & on behalf of :

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

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**PROFORMA – 12**

**EXCEPTION / DEVIATION PROFORMA**

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

- (a) We certify that our offer complies with all NIT requirements and specifications without any deviations.
- (b) We certify that the rate(s) quoted by bidder against the tender is/are the same and not higher than those quoted with other Government, public sector or private organisations (Fall Clause).

Or

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

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

***Signature of the Bidder***

***Name :***

***Seal of the company***

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**PROFORMA – 13**

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

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

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**PROFORMA – 14**

***LETTER OF AUTHORITY***

TO,  
GM- MATERIALS  
MATERIALS DEPARTMENT  
P.O. DULIAJAN, PIN-786602  
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

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

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

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

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

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

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

Yours faithfully,  
Signature:

Name & Designation \_\_\_\_\_  
For & on behalf of \_\_\_\_\_

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

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**Proforma – 15**

**UNDERTAKING FOR BIDDERS FINANCIAL STANDING**

TO,  
GM- MATERIALS  
MATERIALS DEPARTMENT  
P.O. DULIAJAN, PIN-786602  
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

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

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

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

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Proforma – 16

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

TO,  
GM- MATERIALS  
MATERIALS DEPARTMENT  
P.O. DULIAJAN, PIN-786602  
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

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

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Oil India Limited, nor any inquiry is pending by Oil India Limited. We are also not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

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

In understood that if this declaration is found to be false in any particular , Oil India Limited shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing ) available to Oil India Limited.

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

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**All other terms and conditions are as per General Terms and Conditions (Ref.: MM/GLOBAL/E-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)**