



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

Tender No. : **SSG9931L22**
Tender Date : **17.03.2022**
Bid Closing On : 20.04.2022 at 11:00 hrs.(IST)
Bid Opening On : 20.04.2022 at 14:00 hrs.(IST)
Bid Security Amount : Not Applicable
Performance : Not Applicable
Guarantee : Not Applicable
Integrity Pact : Not Applicable

Sir/Madame,

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

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

(b) Offer should be submitted only through Oil India Limited's e-procurement portal only as explained in "General Terms & Conditions"

(c) Your quotation must include:

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

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

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

In the event of your inability to quote for the materials, please send your 'regret advice' for our record addressing to GM-Materials, Materials Department, Oil India Limited, P.O. Duliajan-786602, ASSAM(INDIA).

The bid must be submitted only through Oil India Limited's e-procurement portal as explained in "General Terms & Conditions for global tenders" and no other form of quotation will be accepted / considered.

Thanking you and awaiting your early response.

Yours Faithfully,
OIL INDIA LIMITED

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



OIL INDIA LIMITED
(A Government of India Enterprises)
PO : Duliajan – 786602
Assam (India)

TELEPHONE NO. (91-374) 2808614

FAX NO: (91-374) 2800533

Email: f_sathiyaraj@oilindia.in; erp_mm@oilindia.in

TENDER NO. SSG9931L22/04

DATE: 17.03.2022

INVITATION TO e-BID

Dear Sirs,

OIL invites online International Competitive Bids (ICB) under **Single Stage Composite Bid System** supply of **Spares for Draw works** through **e-procurement**. The details of the tender are as under:

1. Details of items with specification, quantity and special notes are given in **Annexure – A**.
2. General terms and Conditions of the tender are as per attached document No. MM/GLOBAL/E-01/2005-July2012.
3. The prescribed Bid Forms for submission of bids are available in the tender document folder. Technical Checklist and Commercial Checklist vide **Annexure C & D** respectively must be filled-up and submitted along with the technical bid.
4. One complete set of Bid Document for above is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

(1)	E-Tender No.	: SSG9931L22/04 dated 17.03.2022
(2)	Type of Bidding	: Single Stage Composite System
(3)	Bid Closing Date & Time	: 20.04.2022 at 11:00 Hrs (IST)
(4)	Technical Bid Opening Date & Time	: 20.04.2022 at 14:00 Hrs (IST)
(5)	Price Bid Opening Date & Time	: 20.04.2022 at 14:00 Hrs (IST)
(6)	Bid Security Amount	: Not applicable (Bid Security Declaration to be submitted)
(7)	Bid Security Validity	: Not applicable
(8)	Bid Submission Mode	: Bids must be uploaded online in Oil India Limited's E-procurement portal only
(9)	Bid Opening Place	: Office of The General Manager - Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
(10)	Bid Validity	: Bid should be valid for 90 days from actual bid closing date.
(11)	Performance Guarantee	: Not Applicable
(12)	Integrity Pact	: Not Applicable
(13)	Make In India Policy	: Applicable for tender's target value (Rs.5 lakhs & above)
(14)	MSE Purchase Preference	: Applicable
(15)	PPLC Purchase Preference	: Not Applicable
(16)	Document Verification	: Not Applicable
(17)	Evaluation Method	: All the tendered item(s) shall be evaluated individually ; hence bidder(s) are requested to quote accordingly.
(18)	Contact Details	: F.Sathiyaraj Senior Manager - Materials (F.P.) E-MAIL: f_sathiyaraj@oilindia.in matmmfsb@oilindia.in Phone: 0374-2808614
(19)	E-Tender technical Support	: TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: erp_mm@oilindia.in
(20)	Bids to be addressed to	: The General Manager - Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.

LIST OF ANNEXURES & PROFORMA

PART - A	Annexure - A	: Item Detail and Quantity of Items, Technical Specifications, Notes description for the tendered items (If Applicable)
	Annexure - B	: Bid Rejection Criteria/Bid Evaluation Criteria and Matrix
	Annexure - C	: Commercial Check List
	Annexure - D	: Technical Check List
	Annexure - E (i)	: Price Bid Format/Price Schedule – For Domestic Bidders (To be attached in 'Notes & Attachments' only)
	Annexure - E (ii)	: Price Bid Format/Price Schedule – For Foreign Bidders (To be attached in 'Notes & Attachments' only)
PART - B	Annexure - F	: AA: General Notes to Bidders BB: Additional Notes to Bidders
	Appendix - F1	: Purchase Preference (linked with local content) policy
	Appendix - F2	: 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 Declaration
	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
	Proforma - 8	: Authorization / Price Certificate format

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

Tender No. & Date : SSG9931L22 17.03.2022

Bid Security Amount : INR 0.00 OR USD 0.00
(or equivalent Amount in any currency)

Bidding Type : Single Bid (Composite Bid)

Bid Closing On : 20.04.2022 at 11:00 hrs. (IST)
Bid Opening On : 20.04.2022 at 14:00 hrs. (IST)

Performance Guarantee : Not Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 04141117	SPARES FOR BHEL TYPE E-1400 DRAWWORKS MAIN BRAKE ASSEMBLY (DRG.NO. 0-96621-3-0005) Bushing, Material Code/Specn. - D655210580/Sintered Bronze, BHEL Drawing No. : 4-65-0267 Part No. 4-65-0267 of BHEL	10	NO
30 04151112	GROUP : MAIN BRAKE (DRG NO. 1-700-033) Bushing BHEL Commodity No. 06-114-276 Part No. 6114276 of NATIONAL OILWELL VARCO	10	NO
40 04151134	Bushing BHEL Commodity No. 06-114-434 Part No. 6114434 of BHEL	10	NO
20 04181855	SPARES FOR E-1400 DRAWWORKS, MAKE : M/S. BHEL, HYDERABAD GROUP : BRAKE ROTARY COUNTER SHAFT (BHEL DRG.NO. 2-96641-3-0625) Brake Band Assy. (Item No. 1) Part No. 2-96641-3-0624 of BHEL	3	NO
80 04182415	GROUP : TRANSMISSION SHIFTER (BHEL DRG.NO. 1-96631-3-0026) Fork (Item No. 17) Part No. 2-96631-3-0038 of BHEL	3	NO
50 04211677	SPARES FOR BHEL E-2000 DRAW WORKS SECTION : B - HOISTING & ROTATING EQUIPMENT GROUP : MAIN BRAKE (D/NO. 1-500-007) Nut Part No. 06047327 of BHARAT HEAVY ELECTRICALS LIMITED Part No. 06047327 of BRONCO MANUFACTURING LLC	10	NO

Tender No. & Date : SSG9931L22 17.03.2022

Item No./ Mat. Code	Material Description	Quantity	UOM
60 04211688	Nut Part No. 06047328 of NATIONAL OILWELL VARCO Part No. 06047328 of BRONCO MANUFACTURING LLC	10	NO
70 04211699	Pin Part No. 06-046-112 of BHEL Part No. 06-046-112 of BRONCO MANUFACTURING LLC	10	NO

Standard Notes: AS PER ANNEXURE ENCLOSED

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

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

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

2.0 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.

3.0 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.

4.0 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 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.

5.0 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).

6.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

7.0 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.

8.0 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.

- 9.0** 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. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 10.0** 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.
- 11.0** 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.
- 12.0** 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.
- 13.0** 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 (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. **However, Indian bidders are requested to quote actual rate of GST with HSN Code.**
- 14.0** 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.

- 15.0** 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.
- ~~**16.0** Please refer to **Annexure-B (BEC/BRC)** applicable against this tender. Please ensure compliance to BEC/BRC and submit the requisite documentation, failing which, offer may be liable for rejection.~~
- 17.0** 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.
- 18.0** The prices of the items should be quoted as per **Annexure-E** and uploaded separately under the tab "Notes & Attachment".
- 19.0** Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 20.0** Please refer to the "**New Vendor Manual (effective 12.04.2017)**" available in the login Page of the OIL's E-tender Portal.
- 21.0** 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.
- 22.0** **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.
- 23.0** 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.
- 24.0** 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.
- 25.0** 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.
- 26.0 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] 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.

27.0 Submission of Tax Residency Certificate (TRC), No Permanent Establishment (PE) certificate & Form-10F:

(i) 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 (TRC)

(b) Form No. 10F (Proforma-6)

(c) No Business Connection or Permanent Establishment Certificate (Proforma-7)

(ii) 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 (Annexure-1) and /or PE Certificate (Annexure-2) within the specified time may lead to the Income Tax Department directing OIL to deduct tax at higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the Foreign Supplier.

(iii) In addition to above particulars, the Foreign supplier should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the Foreign supplier shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

(iv) However, in pure supply cases where installation and commissioning is not involved, the non-resident supplier shall, at its option, submit either TRC and Form 10F OR the authorized signatory of the non-resident supplier shall furnish following declaration, along with the bid in the firm Letterhead:

“I, _____ (full name of the authorized signatory) in my capacity as _____ (designation of the authorized signatory) of (full name of the non-resident supplier) do hereby confirm that (full name of the non-resident supplier) does not have a business connection in India in terms of the Indian Income-tax Act, 1961, that no tax liability accrues to it in India, and should any tax liability arises in India, the same shall be to its account”.

28.0 INTEGRITY PACT (IF APPLICABLE):

~~OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Proforma-2** 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:

i) Shri Sutanu Benuria, IPS (Retd.)
E-Mail Id: Sutanu 2911@gmail.com

ii) Shri Rudhra Gangadharan, IAS (Retd.)
Ex-Secretary, Ministry of Agriculture
e-mail id: rudhra.gangadharan@gmail.com)

iii) Shri Om Prakash Singh, IPS (Retd.),
Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com

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

Yours Faithfully,

-Sd-

(F.SATHIYARAJ)

Senior Manager - Materials (F.P.)

For 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.

Sl. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
1.0	Whether bid submitted under Single Stage Composite 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 validity of 90 days 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. To specify:	

Sl. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
21.0	Whether road transportation charges up to Duliajan quoted?	
22.0	Whether offered Ex-works price is including packing/forwarding charges?	
23.0	Whether indicated import content in the offer?	
24.0	Whether offered Deemed Export prices?	
25.0	Whether all applicable Taxes & Duties have been quoted?	
26.0	Whether Integrity Pact (If Applicable) with digital signature uploaded?	
27.0	Whether all the clauses in the Integrity Pact (If Applicable) have been accepted?	
28.0	Whether indicated 'Local Content' required as per PPLC Policy (If Applicable)?	
29.0	Whether indicated the import content in Price Bid?	
30.0	Have you indicated the applicable HSN Code item-wise in price bid?	
31.0	<p><u>Please specify the following details:</u></p> <p>(a) Gross weight in kg (Approximate) – (b) Net Weight in kg (Approximate) – (c) Gross volume in cu. mtr. (Approximate) -</p>	
32.0	Goods, materials to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period 18 months from the date of dispatch / shipment or 12 months from the date of receipt at destination, whichever is earlier against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.	
33.0	<p><u>For Indian Bidder:</u></p> <p>The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% (for indigenous bidder) will be applicable as per Govt. Policy in vogue.</p>	
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>	

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

Sl. No.	Requirement	Bidder's Reply
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.

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

ANNEXURE - E(i)
&
ANNEXURE - E(ii)

PRICE BID FORMAT

(Uploaded as attachment in the Attachment Tab “Notes and Attachments” only in e-portal)

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)*

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

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

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.*

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)*

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

Item at tender Sl. No.					
Material Description					
Quantity					
Unit of Measure					
Unit Price					
TOTAL MATERIALS VALUE					
Packing and FOB Charges					
TOTAL FOB VALUE					
Ocean Freight charges upto Kolkata, India					
TOTAL C&F KOLKATA VALUE					
HSN Code					
Total weight of consignment					
Total volume of consignment					
Total Local Content (%)					

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.*

BID SECURITY DECLARATION
(To be typed on the letter head of the bidder)

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 - Commitments of the Principal

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

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

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

Section: 2 - Commitments of the Bidder/Contractor

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section: 8 - External Independent Monitor/Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. **However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.**

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

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

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

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

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section:9 - Pact Duration

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

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

Section:10 - Other provisions

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

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

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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

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

..... For the Principal Date: Place: For the Bidder/Contractor Witness 1: Witness 2:
--	---

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:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Witness: _____

Address: _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

(a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation indicating the Purchase Order No shall be sent through SFMS by the BG issuing bank branch to STATE BANK OF INDIA, Duliajan Branch, IFS Code – SBIN0002053, Branch address – STATE BANK OF INDIA, Duliajan Branch, Duliajan, District Dibrugarh, PIN – 786602.

MICR Code 786002302; SWIFT Code SBININBB479

Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

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

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

Ref. No. _____

Date _____

To,

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

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

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

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

Ref. No _____

Date: _____

Tender No. _____

Date: _____

To,
M/s. OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

Dear Sirs,

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

FORM NO. 10F

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

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

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

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

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

Signature:

Name:

Address:

Permanent Account Number or Aadhaar Number

Verification

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

Verified today the day of.....

.....
Signature of the person providing the information

Place:

Notes:

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

(On the official Letter Head of the Bidder)

NO BUSINESS CONNECTION OR PERMANENT ESTABLISHMENT CERTIFICATE

To,

Date: _____

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

Sir,

Sub: No Business Connection or Permanent Establishment declaration for FY

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

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

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

For

Authorised Signatory

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

(Affix Seal of the Organization here, if applicable)

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

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.

(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 _____

We hereby confirm M/s. _____
 _____ located at address _____

is our authorised dealer / whole-seller / distributor / channel partner (*strike-out, whichever is not applicable*) from _____ (**Validity starting date**) to _____ (**Validity end date**).

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.

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**

Tender No. : SSG9931L22
Tender Date : 17.03.2022
Bid Closing On : 20.04.2022 at 11:00 hrs.(IST)
Bid Opening On : 20.04.2022 at 14:00 hrs.(IST)

Tender issued to following parties only:

Slno	V_Code	Vendor Name	City/Country
1	100008	BRONCO MANUFACTURING LLC	OKLAHOMA
2	101876	NATIONAL OILWELL VARCO PTE. LTD.	SINGAPORE
3	200010	BHARAT HEAVY ELECTRICALS LIMITED	HYDERABAD