

Amendment to General Terms and Conditions for Global Tender
(MM/GLOBAL/01/2005)

SECTION – A

A. Please add following clause as para 7.1.8 of Section A of General terms and Condition for Global Tender (MM/GLOBAL/01/2005).

7.1.8 Bidder should submit copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of the signatory of the Bid to commit the Bidder.

B. Clause No. 9.8.2 (under Exemption of Bid Security) of Section A of the General Terms & Conditions for Global Tender (Refer Document No. MM/GLOBAL/01/2005) stands deleted.

C. Clause 10.3 of Section A of General Terms and Condition of Global Tender (MM/GLOBAL/01/2005) has been amended as under :

The Performance Security shall be denominated in the currency of the contract or in the equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the order date shall be in the form of a Bank Guarantee or irrevocable Letter of Credit from:

- a) Any Scheduled Indian Bank or
- b) Any Indian branch of a foreign Bank or
- c) Any reputed foreign Bank having correspondent bank in India and the Bank Guarantee shall be encashable in India.

D. Please add following clause as para 13.3 of Section A of General terms and Condition for Global Tender (MM/GLOBAL/01/2005).

13.3 In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.

E. Please add following clause as para 34.0 of Section A of General terms and Condition for Global Tender (MM/GLOBAL/01/2005).

34.0 SET-OFF:

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

SECTION – ‘D’

A. Please add following clauses as para 1.13 & 1.14 of Section D of General terms and Condition for Global Tender (MM/ GLOBAL/01/2005).

1.13 Offers received without Integrity Pact (wherever applicable) duly signed by the authorised signatory of the bidder will be rejected.

1.14 Bidders not confirming to participate in Reverse Auction (wherever applicable) will be rejected.

B. Please add following clauses as para 4.1 of Section D of General terms and Condition for Global Tender (MM/ GLOBAL/01/2005).

4.1 OIL reserves the right to allow Small Scale Sectors registered with NSIC purchase preference facility as admissible as per existing Government Policy. The bidders are requested to check the latest position on the subject on their own and OIL does not accept any liability whatsoever, on this account.

SECTION – ‘E’

A. Please add following clauses in para 7.0 of Section E (BID REJECTION CRITERIA) of General terms and Condition for Global Tender (MM/GLOBAL/01/2005).

(vi) **Manufacturer's Experience**:- In case the bidder is a Manufacturer of the offered item, he should satisfy the following along with documentary evidence i.e. copies of purchase order, B/L, invoice, etc., which should be enclosed along with the techno-commercial bid:

(a) Minimum 5 (five) years of experience of manufacturing similar material (Same or higher outer diameter, with same or high wall thickness irrespective of grade of the material). For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

(b) Should have manufactured / supplied similar material (same or higher outer diameter with same or higher wall thickness irrespective of grade of the material) at least 50% of tendered quantity to various companies/ Oil and Gas specific companies during the last 5 (five) Years.

However, domestic manufacturers that have satisfactorily executed development orders placed by OIL for similar items (same or higher outer diameter with same or higher wall thickness irrespective of grade of the material) and are established sources for supply would be considered acceptable.

(c) In case the bidder is not a manufacturer, then the bidder is required to obtain documentary evidence in respect of the above (a) & (b) from the Manufacturer whose product has been offered and submit the same along with the techno-commercial bid.

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