Oil India Limited
Materials Department – Field Head Quarters
Duliajan, Assam, India – 786602
Tel: +91-374-280 8613 | Email: materials@oilindia.in, prantik_dutta@oilindia.in
Website: 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 | 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.*

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Conquering Newer Horizons

MATERIALS DEPARTMENT
P.O. Duliajan, Dist. Dibrugarh
ASSAM, PIN – 786 602, INDIA

FORWARDING LETTER

Subject: Tender No. DFS7620L25/03 dt. 30.09.2024 for procurement of Spares for Air Operated Pump of BOP Control System.

Dear Sir/Madam,

1.0 **OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Maharatna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.

2.0 In connection to its operations, OIL invites **INTERNATIONAL COMPETITIVE BIDS** from competent and experienced bidders through **Limited Tender** for the items mentioned below. Physical copy of one complete set of Bid Document for above is to be sent to the address as given in TIS. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points of the Tender are highlighted below:

Tender Information Summary (TIS)			
(1)	Tender No.	:	DFS7620L25/03 dt. 30.09.2024
(2)	Type of Bidding	:	Single Stage Composite System
(3)	Bid Closing Date & Time	:	06.11.2024 at 11:00 Hrs (IST)
(4)	Technical Bid Opening Date & Time	:	06.11.2024 at 14:00 Hrs (IST)
(5)	Price Bid Opening Date & Time	:	06.11.2024 at 14:00 Hrs (IST)
(6)	Bid Security Amount	:	Not applicable (Instead Bid Security Declaration as per ANNEXURE – D to be submitted)
(7)			
(8)	Bid Submission Mode	:	Offline (Physical hardcopy)
(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 90 days from actual bid closing date.
(11)	Integrity Pact	:	Not Applicable
(12)	Restrictions on procurement from a bidder of a country which shares land border with India	:	Not Applicable

(13)	PPP-MII Purchase Preference	:	Not Applicable.
(14)	MSE Purchase Preference	:	Applicable (100% of tender / order quantity)
(15)	General Terms & Conditions	:	General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
(16)	General terms and conditions of Purchase Order	:	General terms and conditions of Purchase order, March, 2021.
(17)	Evaluation Method	:	All the tendered item(s) shall be evaluated individually; hence bidder(s) are requested to quote accordingly.
(18)	Inspection Method	:	Consignee Inspection at Consignee's site
(19)	Contact Details	:	Mr. Prantik Dutta MANAGER MATERIALS (F.P.) E-MAIL: prantik_dutta@oilindia.in matmmfsb@oilindia.in
(20)	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
(21)	Performance Guarantee	:	Not Applicable

LIST OF ANNEXURES & PROFORMAS TO BE SUBMITTED ALONG WITH THE BID		
Annexure – B	:	Commercial Check List
Annexure – C	:	Technical Check List
ANNEXURE – G (i)	:	Price Bid Format/Price Schedule – For Domestic Bidders *(To be attached in 'Notes & Attachments' only)*
ANNEXURE – G (i)	:	Price Bid Format/Price Schedule – For Foreign Bidders *(To be attached in 'Notes & Attachments' only)*
ANNEXURE – E	:	Format for undertaking towards submission of authentic information/ documents
Annexure - I	:	BIDDER INFORMATION
Annexure - J	:	AUTHORISATION / PRICE CERTIFICATE
ANNEXURE – D		Bid Security Declaration
Exhibits – I, II & III	:	Format for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India

Proforma - 1		Form 10F
Proforma - 2	:	Format for No Business Connection or Permanent Establishment Certificate
Proforma - 3	:	Format for Authorization letter For attending Tender Opening
Proforma – 4	:	Format for Exception / Deviation
Proforma – 5	:	Format for Undertaking For Local Content
Proforma – 6	:	Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)
Proforma – 7	:	Format for Bidders financial standing
Proforma - 8	:	Format for declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation
Annexure-H	:	Integrity Pact

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 : DFS7620L25/L3 30.09.2024

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 : 06.11.2024 at 13:00 hrs. (IST)
Bid Opening On : 06.11.2024 at 13:00 hrs. (IST)

Performance Guarantee : Not Applicable

OIL INDIA LIMITED have issued Limited tenders to following parties for items detailed below. For General Terms & Conditions, please refer to Document No. MM/GLOBAL/01/2005 available in OIL's web site:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 03465883	B.O.P.CONTROL SYSTEM "KOOMEY" - "W" SERIES SPARES FOR AIR OPERATED PUMP, 60:1 RATIO, 8.1/2" DIA. AIR MOTORS KOOMEY PT.NO. 3012-2100 Kit, Repair - Air Motor Part No. 020-110-037 Part No. 3023-0199 of STEWART & STEVENSON SERVICES INC	3	SET

STANDARD NOTES

1. Category of vendor:

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

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

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

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

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

3. Bid Validity:

a) Unless specified to the contrary in the TIS/ GTC, Bids shall remain valid for a period not less than 90 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.

b) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.

c) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

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

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

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

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

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

9. All foreign bidder(s) should note that a new clause on shipment of the goods by sea from port of export to the Indian port (i.e. Kolkata port unless otherwise specified) has been included in the tender through an addendum to "General Terms and Conditions for Global Tender" (MM/GLOBAL/01/2005). The addendum is also available in OIL's Website (www.oil-india.com). Bidder(s) is/are requested to take note of the same and to submit their offer(s) accordingly.

10. The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement.

11. Bidders are requested to examine the instructions, forms, terms and specifications in the bid. Failure to furnish an information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in rejection of its offer without seeking any clarifications.

12. Revision, clarification, addendum, corrigendum, time extension etc to the tender will be hosted on OIL website (**www.oil-india.com**) only. No separate notification shall be issued. Bidders are requested to visit OIL website regularly to keep themselves updated.

13. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

14. For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India (SBI), 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.

15. **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

a) Banning Policy dated 17th March 2023 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/ supplier/ vendor/ service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes, etc.

b) The bidders who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/ award. If the bidding documents were issued inadvertently/ downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

16. **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:**

a) If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

b) However, along with the technical bid, bidders must submit duly filled undertaking as per format provided vide, "**Annexure-E**" as undertaking towards submission of authentic information/documentation as per the format provided in Tender Special Note.

17. **DISCLAIMERS AND RIGHTS OF BUYER (OIL INDIA LIMITED):**

a) The issue of the tender document does not imply that the buyer (Oil India Limited) is bound to select bid(s), and it reserves the right without assigning any reason to:

i) reject any or all of the Bids, or
ii) cancel the tender process; or
iii) abandon the procurement of the Goods; or
iv) issue another tender for identical or similar goods

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

18. OPTION QUANTITY CLAUSE:

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

19. SUB-CONTATCTORS CLAUSE

a. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
b. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
c. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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

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

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

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

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

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

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

   (i) Remittances are to be made exclusively for supply of goods and no service of any kind is to be rendered by the non-resident whether in or outside India.
   (ii) Risk and title to the goods passes from the non-resident supplier to OIL outside India.

(iii) Payment would be received by the non-resident supplier outside India; and
(iv) The non-resident, at its option,

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

OR

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

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

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

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

21. Note 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.

22. 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. The bidder has to mandatorily indicate the GeM seller ID in their offer/bid/proposal to facilitate to comply with the aforementioned Office Memorandum.

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

24. Bidder to sign and submit completely filled up Commercial Checklist, Technical Check list, Bid Evaluation Matrix (Technical), Bid Evaluation Matrix (Bid Rejection Criteria), etc. as applicable.

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

26. FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM (APPLICABLE TO INDIAN BIDDER). (APPLICABLE ONLY TO INDIAN BIDDER)

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

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

NOTE:

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

27. 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.

28. 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:

SHRI RAM PHAL PAWAR, IPS (Retd.),
Former Director, NCRB, MHA

E-mail IDs: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in

Shri Ajit Mohan Sharan, IAS (Retd.)
Former Secretary, Ministry of Ayush, Govt. of India
E-mail: ams057@gmail.com

DR. TEJENDRA MOHAN BHASIN, Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

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

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

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 and amended vide O.M. No. F.7/10/2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/7 (4)/2017-Fin dated 24.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, "Exhibits - I, II & III" along with the technical bid.

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' m certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

3. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

- **a)** An entity incorporated, established or registered in such a country; or
- **b)** A subsidiary of an entity incorporated, established or registered in such a country; or
- **c)** An entity substantially controlled through entities incorporated, established or registered in such a country; or
- **d)** An entity whose beneficial owner is situated in such a country; or
- **e)** An Indian (or other) agent of such an entity; or
- **f)** A natural person who is a citizen of such a country; or
- **g)** A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

4. The beneficial owner for the purpose of para 3.0 above will be as under:

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

Explanation:

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.

b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

4.2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

4.3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4.4. Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4.5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

7. **Validity of Registration:** The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

8. **Undertaking regarding compliance:** The bidders are required to provide undertakings as per Exhibits - I, II & III along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/ action as per OIL's Banning Policy and further legal action in accordance with law.

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)

31. FALL CLAUSE:

31.1 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.

31.2 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.

31.3 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:-
"

32. 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.

33. 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.).

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".

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) under "GLOBAL TENDERS".

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

ANNEXURE – B

COMMERCIAL CHECK LIST

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

Sl. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
1.0	Whether bid submitted under **Single Stage - Composite Bid** 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	**Please specify the following details:** **(a)** Gross weight in kg (Approximate) – **(b)** Net Weight in kg (Approximate) – **(c)** 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 not-withstanding inspection, payment for and acceptance of the goods.	
33.0	The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence **concessional GST @12% (for indigenous bidder)** will be applicable as per Govt. Policy in vogue.	
34.0	Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate at least forty-five (45) days prior to stipulated Delivery date. Further, 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.	
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):

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)	OEM's authorisation letter reference & date (If applicable)	
6)	Bid validity	
7)	Payment Terms	
8)	Guarantee/Warranty Terms	
9)	Delivery Period	
10)	Country of Origin	
11)	Port of Despatch/Despatching Station	
12)	Total Gross/Net weight in kg	
13)	Confirm submission Integrity pact, if required as per NIT	
14)	Confirm acceptance of PBG clause, if required as per NIT	
15)	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
16)	Confirm submission of undertaking towards authenticity of submitted documents.	
17)	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?	
18)	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 – C

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)?		

****

ANNEXURE – D

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:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

****

ANNEXURE – E

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

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

Ref. No_____ Date _____

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

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your tender No._____ Dated _____

Sir,

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

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

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

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory
Name:
Designation:
Phone No.:
Place:
Date:

(Affix Seal of the Organization here, if applicable)

****

STANDARD NOTES

ANNEXURE – G (i)

PRICE SCHEDULE – DOMESTIC BIDDERS

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

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

Item at tender 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					

STANDARD NOTES

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

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.

STANDARD NOTES

ANNEXURE – G (ii)

PRICE SCHEDULE – FOREIGN BIDDERS

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

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

Item at tender Sl. No.					
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 ***(Refer definition of Local Content as per Appendix H1 of the tender)***					

STANDARD NOTES

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

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.

STANDARD NOTES

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

ANNEXURE - H

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 - Commitments of the Principal

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

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

(iii) The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 - Commitments of the Bidder/Contractor

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

(i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/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 2 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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 intensions.

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

Prantik Dutta **…….** **For the Principal** Date: Place: Duliajan	**……...** **For the Bidder/Contractor** Witness 1: ..... Witness 2: .....

STANDARD NOTES

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

ANNEXURE-I

BIDDER INFORMATION

(To be submitted as part of technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Tender Document No.: Date:

Tender Title:

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

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

1) Bidder/ Contractor particulars:

(a) Name of the Company: …….
(b) Corporate Identity No. (CIN): ……..
(c) Registration, if any, with Oil India Limited: ……..
(d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
(e) Place of Registration/ Principal place of business / manufacture …….
(f) Complete Postal Address: ……..

(g) Pin code/ ZIP code: …….
(h) Telephone nos. (with country/ area codes): ……
(i) Mobile Nos.: (with country/ area codes): ……..
(j) Contact persons/ Designation: ……
(k) Email IDs: ……

2) Taxation Registrations:

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

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

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

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

(a) Full Name: _____
(b) Designation: _____
(c) Signing as:

☐ A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,

☐ A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,

☐ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

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

4) Bidder's Authorized Representative Information

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

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

DA: As above

……

STANDARD NOTES

ANNEXURE - J

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

AUTHORISATION / PRICE CERTIFICATE

Ref: **Date:**

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

Sir / Madam,

Sub: Authorisation / Price Certificate against OIL's Tender No. _____ Dated _____

Ref. Your Tender No._____ Date: _____

1) We, M/s. _____ are proven and reputable manufacturers of the tendered goods. We have factories at _____.
We hereby authorise Messrs---------- (*name and address of the authorised dealer)* to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is …….., dated/ since……

2) We further confirm that no Contractor or firm or individual other than Messrs. …….. (*name and address of the above-authorised dealer*) is authorized for this purpose.

3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

4) Our details are as under:

(a) Name of the Company:…….
(b) Complete Postal Address: ……
(c) Pin code/ ZIP code: ……
(d) Telephone nos. (with country/ area codes): ……
(e) Fax No.: (with country/ area codes): ……
(f) Mobile Nos.: (with country/ area codes): ……..
(g) Contact persons/ Designation: …….
(h) Email IDs: ……

STANDARD NOTES

5) We enclose herewith, as appropriate, *our ---------- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*)

6) We hereby certify that the price of _____ (***Tendered item description***) as quoted by aforementioned our authorised dealer / whole-seller / distributor / channel partner (strike-out, whichever is not applicable) against subject tender is as per our current price list on the date of quotation.

7) We hereby confirm that the products quoted by our aforementioned authorised dealer / whole-seller / distributor / channel partner (*strike-out, whichever is not applicable*) is/are for genuine parts / spares / products manufactured / supplied by us and warranted / guaranteed against manufacturing defect, workmanship, etc.

Thanking you,

Yours truly,
For M/s. _____

(Signature & Stamp)

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

(Affix Seal of the Organization here, if applicable)

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

STANDARD NOTES

Proforma - 1

FORM NO. 10F

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

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

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

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

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

Signature: .....
Name:
.....
Address:
.....
Permanent Account Number or Aadhaar Number .....

Verification

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

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

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

Place: .....

Notes:

1. *Delete whichever is not applicable.

STANDARD NOTES

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-2

(On the official Letter Head of the Bidder)

NO BUSINESS CONNECTION OR PERMANENT ESTABLISHMENT CERTIFICATE

To Date: _____

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

Sir,

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

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

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

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

For ……

Authorised Signatory

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

STANDARD NOTES

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

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 - 3

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.

****

STANDARD NOTES

PROFORMA – 4

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

****

STANDARD NOTES

PROFORMA – 5

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. The percentage of Local Content in the bid is _____ %.

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

****

STANDARD NOTES

PROFORMA - 6

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.

****

STANDARD NOTES

Proforma – 7

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. _____

****

STANDARD NOTES

Proforma – 8

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. _____

****

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

TELEPHONE NO. (91-374) 2800491
FAX NO: (91-374) 2800533
Email : material@oilindia.in
erp_mm@oilindia.in

OIL'S BOOKLET REF.

MM/GLOBAL/E-01/2005

For

E-PROCUREMENT ICB TENDERS

1.0 CONTENT OF BIDDING DOCUMENTS

The goods required, bidding procedures and contract terms are described in the bidding document. The bidding document consists of two parts. The FIRST part will consist of the Invitation for Bids which will be enclosed against individual tender. The SECOND part is containing the bidding document comprising of following Sections.

SECTION 'A' - GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH FOREIGN AND INDIAN BIDDERS.

SECTION 'B' - SPECIAL TERMS AND CONDITIONS APPLICABLE ONLY FOR FOREIGN BIDDERS AND THEIR INDIAN AGENTS.

SECTION 'C' - SPECIAL TERMS AND CONDITIONS APPLICABLE ONLY FOR INDIAN BIDDERS.

SECTION 'D' - BID EVALUATION & BID REJECTION CRITERIA.

SECTION 'E' - SPECIAL TERMS AND CONDITIONS APPLICABLE ONLY FOR TUBULAR TENDERS.

The Bidding document also consists of following Annexures:

Annexure I : Bid Submission proforma
Annexure IIA & IIB : Price Schedule Proforma
Annexure III : Proforma of Exceptions/Deviations
Annexure IV : Check List
Annexure V : Proforma of Bidder's past supplies
Annexure VI : Proforma of Authorisation Letter for Attending Tender Opening
Annexure VII : Proforma of Bid Security
Annexure VIII : Proforma of Performance Security.
Annexure IXA & IXB : List of Foreign Correspondents of SBI /Allahabad Bank for opening of Letter of Credit
Annexure X : List of Gateway Airports
Annexure XI : Declaration Certificate

1.2 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 sealed envelope super scribed with tender no. and due date to **The Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.

a) **Original Bid Security if applicable.**
b) **Details Catalogue.**

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 bidders risk and may result in the rejection of its offer without seeking any clarifications.

1.3 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) 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.

INSTRUCTIONS TO BIDDERS

SECTION - A

GENERAL TERMS AND CONDITIONS

1.0 ELIGIBILITY TO BID :

1.1 The bid should be from Original Equipment manufacturers.

1.2 However, the bids from sole selling agents / authorised distributors / authorised dealers / authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product. OIL INDIA LIMITED (OIL) reserves the right to reject offers without back up authority letter from manufacturer.

1.3 FOREIGN COLLABORATION/JOINT VENTURES :

1.3.1 In case an Indian bidder does not meet the experience requirement and is banking upon the experience of foreign collaborations/ joint venture firms regarding back-up consultancy, the proof of Government's clearance should be submitted along with the Bid failing which the offer will be ignored.

2.0 TENDER FEE

2.1 For Limited tenders, no tender fee will be required.

2.2 In case of press tenders, prospective bidders can purchase tender documents from the offices of the of Oil India Limited (hereinafter referred to as 'OIL') mentioned in the notice inviting tenders (NIT) against an application along with requisite non-refundable tender fee. The bidders shall be able to create the bid online only after payment of tender fee. OIL will not take any responsibility for any delay/late in receipt of Tender Fee.

2.3 EXEMPTION OF TENDER FEE :

2.3.1 Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must

be enclosed along with the application for issuing tender documents.

2.3.2 Public Sector Units (PSU) are also exempted from payment of tender fee.

2.3.3 Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.

2.3.4 Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for their own product for which they are registered. Their offer for other than their own product shall not be acceptable. Their offer as supply house also will not be acceptable and shall be rejected straightway.

2.4 REFUND OF TENDER FEE :

In case of cancellation of Press tenders, tender fee will be refunded. However, in case fresh tender is issued in cancellation of earlier tender, tender fee will not be refunded. Instead, such bidders will be allowed to participate Free of charge.

3.0 TRANSFERABILITY OF BID DOCUMENTS :

3.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.

3.2 Unsolicited offers will not be considered and will be straightway rejected.

4.0 COST OF BIDDING

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

General Terms and Conditions with following Annexures (contained in booklet No: **MM/GLOBAL/E-01/2005**)

Annexure I : Bid Submission proforma
Annexure IIA & IIB : Price Schedule Proforma

Annexure III	**:**	**Proforma of Exceptions/Deviations**
Annexure IV	**:**	**Check List**
Annexure V	**:**	**Proforma of Bidder's past supplies**
Annexure VI	**:**	**Proforma of Authorisation Letter for Attending Tender Opening**
Annexure VII	**:**	**Proforma of Bid Security**
Annexure VIII	**:**	**Proforma of Performance Security.**
Annexure IXA & IXB	**:**	**List of Foreign Correspondents of State Bank Of India (SBI) /Allahabad Bank for opening of Letter of Credit**
Annexure X	**:**	**List of Gateway Airports**
Annexure XI	**:**	**Declaration Certificate**

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

5.0 AMENDMENT TO BIDDING DOCUMENTS

5.1 At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). All prospective bidders who have received the bidding documents will be notified of the amendments.

5.2 OIL may at its discretion if considered necessary, extend the deadline for the submission of bids.

PREPARATION OF BIDS :

6.0. LANGUAGE AND SIGNING OF BID

6.1 Bids and all related documents as well as all subsequent correspondence between the Bidder and OIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case for purpose of interpretation of the bid, the translation in English shall prevail.

7.0 CONTENTS OF OFFERS :

7.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place must be digitally signed..

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Annexure I to XI. The above annexures shall be duly filled in without any alteration to OIL's proforma. The above Annexures along with copy of Bid Bond as per Annexure VII and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the '**un-priced'** bid folder.

7.1.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

7.1.3 The Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at Annexure IV are complied with in their bid failing which the offer is liable to be rejected.

7.1.4 The bids can only be submitted in the name of the Bidder who have been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures I Through XI. It shall be complete and free from ambiguity, change or interlineations.

7.1.5 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses and also similar information in respect of their authorised agents in India, if any.

7.1.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

7.1.7 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions as laid down in this model bidding document booklet no. MM/GLOBAL/E01/2005 are acceptable to it in toto.

7.2 **PRICE SCHEDULE**

7.2.1 The Bidder shall fill in completely (on-line) all fields in the price schedule furnished in the bidding document in respect of items quoted.

7.3 **Bid Prices**

7.3.1 The bidders shall fill-in online the appropriate price schedule i.e the net unit prices of the goods they propose to supply and other pricing details etc. as per the Pricing condition separately ;

7.3.2 The Foreign bidders must quote the following prices/information:

i) Firm unit Ex-Works price of the quoted items and Currency. ii) Firm FOB/FCA component stating the port of Embarkation .

iii) Firm Fright (ocean/air) upto Kolkata as required in the price schedule .

iv) Any other Price component as applicable to the Tender.

7.3.3 Deleted.

7.3.4 OIL reserves the right to place the order either on FOB or C&F basis.

7.4 The Indian bidders must quote the following prices/information:

i) Firm unit Ex-Works price of the quoted items and Currency.

ii) Firm Packign and forwarding component stating the place of despacth. iii) Firm Freight as required in the price schedule stating road/rail freight.

iv) Any other Price component as applicable to the Tender.

7.4.1 Deleted

7.4.2 Deleted.

7.5 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

7.6 **DISCOUNT**

Prices should be quoted net of discount and no discount should be shown separately. Discount, if any should be merged with the quoted prices. Discount of any type, indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if an offer is found to be the lowest even without considering discount, OIL shall avail such discount at the time of placement of order.

7.7 CHANGE IN QUANTITY :

OIL reserves the right to increase / decrease the quantity. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates.

7.8 TECHNICAL LITERATURE:

Relevant technical literature must be submitted along with the offer whenever called for without which the offer would be liable to be rejected.

7.9 THIRD PARTY INSPECTION (When specifically called for in the tender):

7.9.1 Whenever inspection by OIL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the OIL's approved Third Party Inspection Agencies in their area. OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies.

7.9.2 All inclusive charges for Third Party Inspection must be indicated separately in the on-line Price schedule.

7.9.3 Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third Party Inspection charges. When a bidder mentions Third Party

Inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards Third Party Inspection charges received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, Third Party Inspection charges mentioned by OIL on the Purchase Order will be binding on the bidder.

7.10 **SAMPLES (When specifically called for in the tender)**:

7.10.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating

a) Bidder's name, address, contact Telephone No. & Email address
b) Tender No. and Bid opening Date
c) Product Name
d) Item No. of the tender

7.10.2 Sample must be received on or before the Bid Closing Date failing which the offer will be rejected.

7.10.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.

7.11 <u>TRAINING</u> (When specifically called for in the tender):

7.11.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.

7.11.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.

7.11.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

7.12 INSTALLATION AND COMMISSIONING (When specifically called for in the tender):

7.12.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. OIL will provide local transport for commuting to the installation site. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.

7.12.2 Offers without any mention about installation/commissioning and Training charges will be loaded with maximum value towards installation/commissioning and Training charges received against the tender for comparison purposes.

7.13 SERVICE/INCOME TAX :

Any Service/ Income tax/Personal tax or any other taxes/levies involved on the services rendered by the Bidder shall be borne by bidders and will be deducted at source by OIL. Bidders are, therefore, requested to take note of this while quoting their prices wherever training and installation/commissioning etc. are involved.

7.14 DELIVERY :

7.14.1 Bidder shall offer their earliest delivery period Ex-works as well as F.O.R Duliajan (in case of indigenous Bidder) and Ex-works and C&F Kolkata (in case of foreign Bidder) from the date of receipt of order. Normal Ex-works delivery requirement of OIL is maximum 3 months from the date of receipt of Purchase Order or date of establishment of Letter of Credit (where payment term is through L/C), unless otherwise specified elsewhere.

7.15 VALIDITY OF BIDS

Validity of the offer shall be minimum 4 months (120 days) from the date of bid opening. If nothing is mentioned by the bidder in their offer, it will be presumed that the offer is valid for four months (120 days) from bid opening date.

7.16 VAGUE AND INDEFINITE EXPRESSIONS

Any vague and indefinite expressions such as “Subject to prior sale”, “Prices ruling at the time of despatch”, “Subject to availability of materials” etc. will not be considered.

7.17 AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ASSOCIATE

7.17.1 Bidders must clearly indicate in their offer whether they have any Agent in India. If so, bidders must furnish the names and addresses of their agents and state clearly whether agents are authorised to receive any commission. The rate of commission amount must be indicated which will be payable only in non-convertible Indian currency. Unless otherwise specified it will be assumed that Agency commission has been included in the offered price. If there is no mention about the commission amount, it will be assumed that no commission is involved against this purchase.

8.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL’s terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL’s requirement may be rejected without seeking any clarification.

9.0 BID SECURITY

(NOTE : This clause is applicable only in case of tenders wherever specifically mentioned.)

9.1.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT or an equivalent amount in freely convertible currency and shall be in the prescribed format (Annexure VII) as Bank Guarantee((BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks :

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

9.1.2 The Bank Guarantee / LC shall be valid for seven (7) months from the Bid closing date and shall be enforceable at Duliajan / Delhi / Kolkata / Guwahati.

9.2 (i) The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non - judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.

(ii) The foreign Bidder will have to submit the Bank Guarantee from Banks of Indian origin situated in their town/city/country. In case no such bank of Indian origin is situated in their town/city/country, the Bank Guarantee may be submitted from the bankers as specified in Clause 9.1.1 (b) or (c) above.

(iii) The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank :

(a) Full Address
(b) Branch Code
(c) Code Nos. of the authorized signatory with full name and designation
(d) Phone Nos./Fax Nos./E-mail address

(iv) In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.

9.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 9.1.1, 9.1.2 and 9.2 as applicable will be rejected outright without any further reference.

9.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format (Annexure VIII) against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure that the validity of the Bid Security till such time the Performance

Security in conformity with Clauses 10.3 or 10.4 below as the case may be, is furnished.

9.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

9.6 Bid Security will not accrue any interest during its period of validity or extended validity.

9.7 The Bid Security will be forfeited:

a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,

OR

b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

9.8 Exemption of Bid Security:

9.8.1 Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from submitting Bid Security for the items they are registered with NSIC provided they submit their offer for their own product. Valid registration certificate with NSIC indicating the category of item and the monetary limit for which they are registered must be enclosed along with the Bid without which the bidder will not be entitled for exemption.

9.8.2 Public Sector undertakings are exempted from submitting Bid Security.

10.0 PERFORMANCE SECURITY :

(**NOTE** : This clause is applicable only in case of tenders wherever specifically mentioned.)

10.1 The successful bidder shall furnish the Performance Security in the form enclosed (Annexure VIII) herewith within 30 days of the receipt of notification of award of Contract failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in his bid to submit Performance Security as stated above.

10.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

10.3 The Performance Security shall be denominated in the currency of the contract or in 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.

10.4 (i) The bank guarantee by domestic bidders will have to be given from the scheduled banks on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.

(ii) The foreign Bidder will have to submit the bank guarantee from Banks of Indian origin situated in their town/city/country. In case no such bank of Indian origin is situated in their town/city/country, the Bank Guarantee may be submitted from the bankers as specified in Clause 22.2 (b) or (c) above.

(iii) The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank :

(a) Full Address

(b) Branch Code

(c) Code Nos. of the authorized signatory with full name and designation

(d) Phone Nos./Fax Nos./E-mail address

(iv) In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.

10.5 The Bank Guarantee / LC shall be enforceable at Duliajan / Delhi / Kolkata / Guwahati.

10.6 The amount of Performance Security shall be 10% of order value (unless specified otherwise).

10.7 The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning or 18 months from the date of shipment/despatch whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch.

10.8 The Performance Security will be discharged by OIL and returned to the Bidder/Seller, within 30 days of its expiry of validity including any extension sought thereof or on completion of obligations under the contract.

10.9 Performance Security amount will not accrue any interest.

10.10 **Exemption of Performance Security :**

Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from submitting Performance Security for the items they are registered with NSIC if the contract /order value is less than the monetary limits for which the firm is registered with NSIC.

10.11 The bidders will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller's cost.

11.0 DOCUMENTS COMPRISING THE BID

11.1 The bid prepared by the bidder shall comprise the following components, duly completed:

a) Price schedule (Refer on-line Price Schedule as applicable)
b) Documentary evidence in accordance with Clause 1.2 if the bidder is other than Original Equipment Manufacturer.
c) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
d) Bid Submission Proforma duly filled in (Refer Annexure I)
e) Exceptions/Deviations Form duly filled in (Refer Annexure III)

f) Check List duly filled in (Refer Annexure IV)

g) Bidder's past supplies proforma duly filled in (Refer Annexure V)

h) Authorisation letter for attending Tender Opening (Refer Annexure VI)

i) Bid Security, wherever required.

j) Confirmation about the Performance Security, wherever required

k) Back-up Authority Letter for warranty cover of manufacturer in case the bid is from sole selling agent/authorised distributor/authorised dealer/authorised supply house.

12.0 SUBMISSION AND OPENING OF BIDS

12.1 The bid along with all Annexure (I to XI) and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any rejected. However the following documents should necessarily be submitted in physical form in sealed envelope super scribed as "Tender Number and due for opening on....." The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of Purchaser's office, as indicated in Invitation For Bids:

1. The original bid security.

2. Any other document required to be submitted in original as per tender requirement.

3. If Sample is called for in the Tender

4. Printed catalogue and Literature if called for in the NIT.

13.0 **DEADLINE FOR SUBMISSION OF BIDS**

13.1 Deleted

13.2 No bid can be submitted after the submission dead line is reached. The system time displayed on e-procurement web page shall decide the submission dead line.

14.0 CLARIFICATIONS OF BIDS :

14.1 No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

14.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

15.0 EXTENSION OF BID SUBMISSION DATE :

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

16.0 **LATE BIDS**

Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

17.0 **OPENING OF BIDS**

17.1 The bid will be opened at 1300 Hrs. (IST) or on the date & time of opening indicated in "Invitation for Bid". Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure VI enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

17.2 In case of unscheduled holiday on the closing/opening day of bid , the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

18.0 COMPLIANCE WITH TENDER :

18.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, the Bidder must enclose Annexure – III (duly filled in) with their Bid.

18.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in Section 'D'.

19.0 CHECK LIST :

THE CHECK LIST, AS PER ANNEXURE - IV ENCLOSED, MUST BE COMPLETED AND SUBMITTED ALONG WITH THE OFFER.

20.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

20.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL`s action. OIL also reserves the right to split the order between two or more parties.

21.0 PACKING :

21.1 Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention. In case of foreign Bidders, the packing should be seaworthy.

21.2 Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.

21.3 In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.

21.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.

21.5 All items must have their respective identification marks painted / embossed on them.

21.6 Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.

21.7 The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 21.1 to 21.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.

21.8 WEIGHT AND SIZE LIMITATION OF PACKAGES :

Normal limiting dimensions and weights are as under :

Category	Length	Width	Height	Capacity
Truck	5.185 Mtrs.	1.98 Mtrs.	1.98 Mtrs.	9 MT
Normal Trailer	10.98 Mtrs.	2.44 Mtrs.	2.44 Mtrs.	18 MT
Semi Low Bed Trailer	10.98 Mtrs.	3.05 Mtrs.	3.05 Mtrs.	20 MT
Low Bed Trailer	6.71 Mtrs.	3.05 Mtrs.	3.81 Mtrs.	18 MT

This dimensional restriction must not be violated without prior approval from OIL. The finished packing should be in the form of a Box under the limited dimensions.

22.0 INSPECTION AND TEST :

22.1 All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates together with the declaration certificate (as per Format mentioned in Annexure XI)

22.2 OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third party inspection Agency (from OIL's approved agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.

22.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original together with the Declaration Certificate (as per Format mentioned in Annexure XI) to OIL alongwith the despatch/shipping documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

23.0 CONFIDENTIAL INFORMATION :

23.1 The Bidder / Seller shall treat as confidential all designs, drawings, data or information written or verbal, supplied by OIL and shall use its best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of OIL where necessary for the purpose of performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Bidder's/Seller's possession.

24.0 PATENT AND OTHER RIGHTS :

24.1 The Bidder/Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be

supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.

24.2 In the event of any claim or demand being made or action brought against OIL in respect of any of the aforesaid matters, OIL shall notify the Bidder/Seller thereof as soon as possible and Bidder/Seller shall conduct with the assistance of OIL if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation/ arbitration involved or which may arise there from.

25.0 **INDEMNITY AND INSURANCE** :

25.1 The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.

25.2 The Bidder/Seller shall also defend and hold OIL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant hereunder.

26.0 **ASSIGNMENT** :

26.1 The Bidder/Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/Seller of any of his obligations which might have arisen before such permission was given.

27.0 WARRANTY / GUARANTEE :

27.1 Goods, materials or plant (s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period mentioned hereunder 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.

NATURE OF ITEMS	**PERIOD OF WARRANTY / GUARANTEE**
For consumables like Cement, Chemicals, tubulars etc	12 months from the date of despatch/shipment
For Capital Items	18 months from the date of despatch/shipment or 12 months from the date of successful commissioning, whichever is earlier
For other items	18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier

28.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES :

28.1 Time will be of the essence of the contract.

28.2 In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.

28.3 As an alternative to Clause No. 28.2 above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions

under Clause 28.2 to invoke the Performance Security without causing any notice to the Seller to this effect.

The amount of liquidated damage as stipulated above is a preestimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.

28.4 The liquidated damage as agreed by both the parties as a genuine pre-estimated loss shall be payable on Landed Cost of the materials at Duliajan inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

29.0 FORCE MAJEURE :

29.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

29.2 The term “Force Majeure" as used herein shall mean ‘Acts of God’ including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 29.1 and which renders performance of the contract by the said party completely impossible.

30.0 **DEFAULT :**

30.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, OIL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as OIL may agree to be reasonable and in the event of Bidder’s/Seller's failing to do so, OIL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by

some other person at the Bidder's/Seller's expense. In such an event OIL shall have the right to terminate the Contract.

31.0 **TERMINATION :**

31.1 In the event of an Contract with the Bidder, OIL shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by them in performance of the Contract prior to such termination.

32.0 APPLICABLE LAW :

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

33.0 ARBITRATION :

33.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or reenactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at Duliajan unless otherwise agreed by OIL

33.2 In case of dispute with the Seller who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

SECTION - 'B'

SPECIAL TERMS & CONDITIONS FOR FOREIGN BIDDERS ONLY

1.0 INCOTERMS :

Bidders to note that interpretation of all foreign trade terms shall be as per INCOTERMS 1990.

2.0 ORDER TERMS :

OIL reserves the right to place order on EXW (Ex-works including packing), FCA, FOB, C & F or CIF terms. Offered rates shall be kept firm by the Bidder through delivery / shipment.

3.0 PARTIAL ORDER/REDUCED QUANTITY :

THE MINIMUM FOB / FCA CHARGES IN CASE OF PARTIAL ORDER FOR REDUCED QUANTITY / ITEMS SHALL HAVE TO BE INDICATED BY THE BIDDER. IN CASE THIS IS NOT INDICATED SPECIFICALLY, THE CHARGES QUOTED WOULD BE PRORATA CALCULATED AND THE SAME WILL BE BINDING ON THE BIDDER.

4.0 TAXES & LEVIES :

(i) All taxes, stamp duties and other levies imposed outside India shall be the responsibility of the Bidder/Seller and charges thereof shall be included in the offered rates.

(ii) All Taxes & levies imposed in India, for the services including installation & commissioning, shall be to the Bidder/Seller's account.

(iii) Income Tax on the value of the Services rendered by the Bidder /Seller in connection with installation, commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

5.0 SHIPMENT :

5.1 SEA SHIPMENT : Shipment by sea shall be through conference line vessels, preferably having India as a member. Shipment must be under-deck.

5.2 AIR SHIPMENT : In case the gross weight of consignment is less than 100 kg., despatch by air may be assumed. In case of air freighting, order may be placed either on FCA (Gateway airport of the country from where the material will be shipped) or on Ex-works (packed) basis. A list of Gateway airport is enclosed as Annexure X. In cases of order on FCA basis, airfreighting shall be through OIL's authorised Freight Forwarder and all charges up to aircraft are to be borne by the bidder. In case of order on Ex-works (packed) basis, the supplier shall make the goods ready with export air worthy packing and OIL's nominated cargo handling Agent shall collect the materials from the works of the supplier.

5.3 **DESPATCH THROUGH COURIER** : In case despatch is made through courier, despatch is to be made on "Freight mode", unless otherwise specified.

6.0 INSURANCE :

In case of shipment other than on CIF terms, insurance will be arranged and paid for by OIL on receipt of information of loading. In case of contracts on CIF terms, insurance upto Port of discharge shall be arranged and paid for by Seller.

7.0 COUNTRY OF ORIGIN :

Bidders shall indicate Country of Origin item-wise. In case of mixed country of origin, percentage distribution of contents of country of origin must be stated.

8.0 **TERMS OF PAYMENT**

8.1 Payment terms must be clearly stated. OIL's standard payment terms are:

i) Sight draft basis (Cash against Documents)
ii) Letter of Credit (L/C)

8.2 Payment through Letter of Credit :

8.2.1 The Letter of Credit shall be established through State Bank of India (SBI) or Allahabad Bank or any other scheduled Bank, as would be mentioned in the Purchase Order, from time to time. The foreign correspondents of SBI / Allahabad Bank / any other scheduled Bank in various countries are furnished vide Annexure IXA and Annexure IXB to this Tender Notice. Bidders shall name one of the correspondents of SBI / Allahabad Bank through whom they prefer to have their L/C opened. Where foreign correspondents of SBI / Allahabad Bank are not existing presently, the bidders are to indicate their banker's name and address in their offers.

8.2.2 Normally L/C will not be confirmed. Confirmation of L/C, if required, shall be at Seller's cost.

8.3 For small value orders say up to US $15,000.00, OIL would prefer to make payment on Sight draft (Cash against Documents) basis for expeditious processing of order for mutual benefit. OIL undertakes

to pay within 15 working days of receipt of clean documents, in case of payment on Sight draft (CAD) basis. As per present rule, Sight Draft (CAD) payment up to US$ 25,000 can be made on direct submission of documents to OIL's nominated banker instead of routing through bidder's banker.

8.4 Payment terms where installation and commissioning & Training is involved:

Wherever installation and commissioning is involved, 70% payment will be made against supply of materials and balance 30% after satisfactory commissioning at site along with the installation & commissioning charges. Payment towards training will be released after successful completion of training.

The bidder, in his bid, must indicate the correct particulars viz. their Account number etc. to enable the SBI to put through the correct transaction.

8.5 PAYMENT TO THIRD PARTY :

Request for payment/part payment to third party (i.e., other than the party on whom the order has been placed) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as nonresponsive and such offers will be rejected.

9.0 BANKING CHARGES :

9.1 While banking charges in India will be borne by OIL, all banking charges in bidder's country will be to the bidder's account. Bidders are requested to quote their prices considering these charges, if applicable. Further, bank charges in India incurred in extension/ amendment of L/C for reasons attributable to the bidder (and where OIL is not at fault), shall be borne by the bidder.

10.0 ADVANCE PAYMENT :

10.1 Request for advance payment shall not be normally considered. However, depending on merit and at the sole discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.

10.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period without further reference.

10.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.

10.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

11.0 INDIAN AGENTS :

11.1 Bidders must clearly indicate in their offer whether they have any Agent in India. If so, bidders must furnish the names and addresses of their agents and state clearly whether agents are authorised to receive any commission. The rate of commission amount must be indicated which will be payable only in non-convertible Indian currency. Unless otherwise specified it will be assumed that Agency commission has been included in the offered price. If there is no mention about the commission amount, it will be assumed that no commission is involved against this purchase.

11.2 *One Indian agent is not allowed to represent two Bidders against one tender.*

12.0 DOCUMENTATION :

12.1 Eight (8) copies of invoices, Six (6) copies of BL/AWB and Four (4) copies of certificate of origin will be required to be furnished.

12.2 The Seller shall negotiate the documents through their Bank at its earliest convenience. However, in case of shipment from the ports of nearby countries (e.g., Singapore), the successful Bidder shall negotiate the documents within 7 days of shipment.

12.3 Seller shall also ensure that the shipping documents are received by OIL's Kolkata office 7 days (3 days in case of shipment from nearby countries/ports like Singapore) prior to the listed arrival of

the vessel at Kolkata port. In case of air-freighted consignments, documents should be received within 7 days from the date of despatch. If the documents are not made available as requested it will not be possible for OIL to clear the consignments through Customs at the discharging port in time and the same will accrue demurrage. Expenses incurred by OIL due to late submission of documents would be recoverable fully from the successful Bidder or their Indian agent.

13.0 SPECIAL TERMS & CONDITIONS FOR INDIAN AGENT :

13.1 Commission to Indian Agents shall be paid after clearance of goods through customs against bills submitted to OIL's Kolkata office. However, whenever installation & commissioning is involved, the commission to Indian Agents shall be released only after successful installation & commissioning by the Bidder/supplier.

13.2 OIL shall reserve the right to deduct demurrage and other expenses incurred due to late / incorrect submission of documents by the Principal from the commission payable to their Indian Agents against the instant order or any other subsequent / outstanding order.

SECTION – 'C'

SPECIAL TERMS & CONDITIONS FOR INDIAN BIDDERS

1.0 PRICES :

1.1 Indian bidders are required to indicate both Ex-works as well as FOR Destination price by road. Bidder should also indicate FOR operating Railhead price where the material is a full rake load Chemicals/Cement/Tubular consignment or any other item specifically mentioned to be transported by rail only

1.2 OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.

2.0 EXCISE DUTY:

2.1 Excise Duty, if any, should be quoted either as "extra" or as inclusive as the case may be. The Seller, if happens to be a Supply House, should not quote "Excise Duty" as extra.

SSI Unit availing slabs rate of turnover for duty structure should specify the maximum Excise Duty levies against the order at the time of delivery, if order is placed on them.

Bidders, who are manufacturers, should indicate the rate of Excise Duty, if any, separately for all quoted items.

Any benefit/concession/exemption involved should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the maximum amount of Excise duty applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the excise duty indicated in the Bid which will be binding on the Bidder.

2.2 Bidder should indicate the following in their offer:

a) Address of the factory from where the goods will be despatched.
b) Chapter, Heading and Sub-heading of the Excise tariff for the material offered.

3.0 SALES TAX :

3.1 In case of concessional CST @ 2 % (or any other rate as per the Act), necessary 'C' form shall be issued by OIL wherever applicable at the time of settlement of invoice. Wherever Assam General Sales Tax is payable by OIL, same shall be deducted at source for which tax deduction certificate shall be issued.

Any other benefit/concession/exemption available at the time of delivery should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.

4.0 OTHER TAXES & LEVIES :

(i) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account.

(iii) Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller in connection with installation/commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

5.0 CONCESSIONS PERMISSIBLE UNDER STATUTES :

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which the Bidder will have to bear extra cost where bidder does not avail confessional rates of levies like customs duty, excise duty, sales tax etc. OIL will not take responsibility towards this.

However, OIL may provide necessary assistance wherever possible, in this regard.

6.0 STATUTORY VARIATION :

Any statutory variation (increase/decrease) in the rate of excise duty/sales tax/Customs Duty or any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in excise duty/sales tax/Customs Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

7.0 IMPORT CONTENT :

7.1 In case there is any import content in their offer, it will be obligatory on the part of the Indian bidders to mention the amount involved and the rates quoted should be inclusive of import content and applicable customs duty thereon. On the other hand, if there is no import content they should categorically state the import content to be NIL in their offer. Bidders who do not mention import content in their offer will not be entitled to price preference applicable, if any vide Section D (Bid Rejection & Bid Evaluation Criteria).

8.0 CURRENCY OF BIDS / EXCHANGE RATE FLUCTUATION :

8.1 Indian Bidders are permitted to bid in any currency (including Indian Rupees) and receive amount in that currency. However, currency of bid will not be allowed to be changed after bid opening. Since Indian bidders are allowed to quote in any currency, OIL will not compensate for any exchange rate fluctuation in respect of the purchase finalised under this tender.

9.0 DEEMED EXPORT BENEFITS :

It will be specifically highlighted in the tender in case Deemed Export benefits is applicable against this tender and the benefits available.

10.0 DESPATCH :

10.1 **Road Despatch :**

10.1.1 In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.

10.1.2 For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

10.2 **Rail Despatch :**

In case of Rail despatch, the Bidder will be fully responsible for arranging required railway wagons/rake. Tubular consignment will be despatched on open type wagons only. Height of the wagons should not exceed 4.6 metres.

11.0 **INSURANCE :**

11.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

12.0 **PAYMENT TERMS :**

12.1 **Payment terms where installation / commissioning and Training are not involved :**

Payment to the extent of 90% maximum of the value of the supply will be made against proof of despatch presented through Bank or to OIL directly. Balance 10% of the value will be released not later than 30 days of receipt of goods at OIL's site. Adjustments, if any, towards liquidated damage shall be made from the balance 10% payment. OIL may consider releasing 100% payment against despatch documents for suppliers having good track record with OIL and where 10% Performance Security is submitted in time and no installation/commissioning is involved.

12.2 **Payment terms where installation /commissioning and Training are involved :**

Wherever installation / commissioning and Training are involved, 70% payment will be made against supply of materials and balance 30% after satisfactory commissioning at site along with the installation & commissioning charges after adjusting liquidated damages, if any. Payment towards training will be released after successful completion of training.

12.3 **Payment against Trial Orders :**

In the event of placement of trial orders, payment will be made only on acceptance of goods after successful field trial of the materials.

12.4 **PAYMENT TO THIRD PARTY :**

Request for payment/part payment to third party (i.e., other than the party on whom the order has been placed) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as nonresponsive and such offers will be rejected.

13.0 **BANKING CHARGES :**

All banking charges will be to the bidder's account.

14.0 **ADVANCE PAYMENT** :

14.1 Request for advance payment shall not be normally considered. Depending on merit and at the discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.

14.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period.

14.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.

14.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

SECTION - D

BID REJECTION CRITERIA & BID EVALUATION CRITERIA

1.0 BID REJECTION CRITERIA :

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

1.1 Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as non responsive and rejected.

1.2 Validity of the Bids shall be minimum 4 months (120 days). Bids with lesser validity will be rejected.

1.3 Bids received after bid closing date and time shall be rejected. Also, modification of Bids received after Bid Closing date/time shall not be considered.

1.4 Bidders shall quote directly and not through their agent in India. Offers made by their Indian Agents on behalf of their foreign Principals will be rejected. Similarly, Bids received from unsolicited parties shall be rejected.

1.5 The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

1.6 Any offer containing incorrect statement will be rejected

1.7 Bids without original Bid Security as per Para 9.0 of Section A (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 10.0 of Section A (wherever called for) shall be rejected.

1.8 Bids not submitted in compliance with Special methods of submitting system mentioned in Para 12.1 of Section A (whenever applicable) will be rejected.

1.9 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.

1.10 Bids submitted without all the cost details required vide Para 7.1 of Section A will be rejected.

1.11 Bids not submitted in compliance with Para 7.10.2 of Section A regarding submission of samples (whenever applicable) will be rejected.

2.0 BID EVALUATION CRITERIA :

2.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.

2.2 Each item shall be normally evaluated independently unless otherwise stated.

2.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.

2.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

2.5 For conversion of foreign currencies into Indian Rupees, 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 exceeds 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.

3.0 COMPARISON OF OFFERS :

3.1 WHEN ONLY FOREIGN BIDDERS ARE INVOLVED :

Comparison of offers will be done on CIF Kolkata Port basis.

3.2 WHEN BOTH FOREIGN AND DOMESTIC BIDDERS ARE INVOLVED:

3.2.1 The ex-works price of domestic bidder (inclusive of customs duty on imported raw materials and component etc. and applicable terminal excise duty on the finished products and Sales Tax) excluding inland transportation to destination and CIF landed price of foreign bidders (with customs duty as applicable on the bid closing date) excluding inland transportation to destination will be compared. However, for contracts for supply cum installation / erection / site assembly, or turnkey projects where bidder's responsibility includes inland transportation, the evaluation will be inclusive of inland transportation.

3.2.2 **Price Preference**:

For capital goods, the domestic manufacturers would be accorded a price preference to offset CST to the extent of 4% or actual whichever is less subject to 30% local content norms as stipulated for World Bank Funded project to the satisfaction of OIL.

3.2.3 When more than one domestic bidders fall within price preference range, inter-se-ranking will be done on FOR destination basis.

3.2.4 If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

3.3 **WHEN ONLY DOMESTIC BIDDERS ARE INVOLVED OR WHEN MORE THAN ONE DOMESTIC BIDDERS ARE IN CONTENTION IN CASE OF MIXED RESPONSE**:

Comparison of offers will be done on FOR destination basis by road (except for full rake load Chemicals/Cement/Tubular consignment or any other item specifically mentioned to be transported by rail only).

3.4 Insurance and banking charges (in India) will be assumed as 1.5% of the FOB prices in case of foreign offers. Extra 1% will be loaded on offers stipulating confirmed L/C at buyer's account. In case of domestic bidders, extra @ 0.5 % shall be loaded on F.O.R. despatching point value towards insurance charges to arrive at F.O.R. destination price, towards insurance charges.

3.5 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.

3.6 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.

4.0 PURCHASE PREFERENCE :

OIL reserves the right to allow to the Central Public Sector Enterprises, purchase preference facilities as admissible under the existing policy. However, the provisions are subject to change as per Govt. Guidelines and the provisions ruling at the time of bid (price bid in case of two bid/stage system) opening will be applicable. Bidders are requested to take a note of the latest guidelines of the Govt. in this regard on their own and quote accordingly.

5.0 In case of any conflict between the Rejection/Evaluation criteria stipulated in this Section with that given in the Invitation for Bid against specific Tender, those mentioned in the Invitation for Bid against specific Tender will prevail.

SECTION - E

SPECIAL TERMS & CONDITIONS FOR TUBULARS

1.0 MANUFACTURING DETAILS :

1.1 Bidders must specify categorically in their offer if the following jobs in respect of the casing offered by them would be carried out by themselves.

i) Manufacture of the Green pipe ii) Manufacture of the Mother pipe iii) Manufacture of Coupling Stock/blanks iv) Threading of item (ii) or (iii) and End finishing jobs.

In case any or all the above jobs would be carried out in their plant, they must forward valid API certificate(s) issued in their name for respective job(s) together with the offer.

1.2 In case some of the above jobs are not carried out in their plant but would be carried out in some other works, the bidders must submit API certificate(s) issued in the vendors' name for respective job(s). These certificates must be furnished along with the offer.

1.3. Bidders doing none of the above jobs would be treated as supply house/traders. As supply house /traders to bid, they however must fulfill the criteria laid down in General terms and conditions (refer para 1.2 of Section A) to be eligible for bidding.

1.3.1 They (Supply Houses/Traders) must forward the following certificates alongwith the offer failing which the offer will be rejected.

i) A certificate from the final manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder.

ii) Valid API certificates of the mills doing the respective jobs.

1.3.2 It may be noted that no change in manufacturing mill will be allowed after placement of order.

1.4 Bidders must clearly indicate the country of origin.

2.0 QUANTITY TOLERANCE :

Bidders should note that, in the event of order, quantity tolerance of +0%/-2% of order quantity will be applicable.

3.0 ANTI DUMPING DUTY CLAUSE :

3.1 Government of India has imposed Anti Dumping Duty in respect of Casing, Linepipe and Tubing etc., used in drilling of oil or gas of an external diameter not exceeding 244.5 mm or 9.5/8 inches originating in or exported from Austria, Czech Republic, Russia, Ukraine and Romania . In case the product is offered from any of the parties/countries listed by Government of India in the Anti dumping duty notification or any other parties/Countries on whose product the Government of India may impose Anti Dumping Duties at any stage, the successful bidder will be required to undertake to pay the applicable Anti Dumping duties. In case of the foreign bidders, the amount involved in respect of Anti Dumping duty will have to be remitted to OIL within 15 days of receipt of the notice from OIL, whereas in case of indigenous bidders they should note that OIL will not be liable to reimburse any amount on account of Anti Dumping duty for the materials imported by them for execution of the contract.

3.2 The bidders are required to categorically confirm that the goods offered will not originate/ be shipped from any of the above named countries or any of such countries on whose products Government of India may impose Anti Dumping duties at any stage and if so, the applicable Anti Dumping duty will be borne by them as mentioned above. In the event such a categoric confirmation is not made in the offer, the offer will be summarily rejected.

4.0 PRICE BREAK-UP :

4.1 Foreign Bidders must furnish price details giving break up as under :

i) Firm unit Ex-Works price of the quoted items and Currency.
ii) Firm FOB/FCA component stating the port of Embarkation .
iii) Firm Fright (ocean/air) upto Kolkata as required in the price schedule .
iv) Third Party Inspection charges per metre.
v) Any other Price component as applicable to the Tender.

4.1.1 Foreign bidders are required to quote "Firm FOB" and "Firm C&F" price showing break up. Evaluation of foreign offers will be made considering “Firm C&F" price. Bidders not quoting "Firm FOB" and "Firm C&F" price will be rejected.

4.1.2 In the event of order on foreign party, order may be placed on FOB or C&F terms at the discretion of OIL. Initially, order may be placed on FOB terms with an option to change to C&F terms for the quoted C&F value. It will be obligatory on the part of the bidder to agree to above terms.

4.2 Indigenous bidders are to quote the following :

i) Firm unit Ex-Works price of the quoted items and Currency.
ii) Firm Packing and forwarding component stating the place of despatch.
iii) Firm Freight as required in the price schedule stating nearest operating Rail head (despatching point)
iv) Third Party Inspection charges per meter v) Duties, Taxes, if any.
vi) Import content, if any (Statement like “maximum import content” shall not be entertained and import content must be quantified clearly)
vii) Any other Price component as applicable to the Tender.

5.0 PLACEMENT OF ORDER :

5.1 In case of foreign bidders, order will be placed on FOB or C&F basis at the discretion of OIL. In case of indigenous bidder, order will normally be placed on FOR nearest Rail head basis, freight to pay by Rail for full rake load consignment. In case of small consignment (less than rake load) orders will normally be placed on Ex-works basis in which case goods are to be dispatched through our nominated carriers on freight to pay basis in which case loading at the dispatching point is to be done by suppliers without any additional charge. If suppliers make any request for change of mode of transportation from Rail to Road for full rake load consignment for any reason, OIL may consider allowing transportation by road subject to suppliers` agreement to bear the excess freight, if any.

5.2 Notwithstanding above, OIL reserves the right to place orders on any terms at its discretion.

6.0 SPECIFICATIONS :

6.1 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.

7.0 BID REJECTION CRITERIA :

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following will have to be categorically confirmed in the bid without which the same will be considered as non-responsive and summarily rejected :-

i) The tubular will bear API monogram.
ii) The tubular will be brand new and of recent manufacture.
iii) Certificate from the final manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder as per Para 1.3.1 (applicable for Supply houses)
iv) The goods offered will not originate in or exported from any of the countries as detailed in Para 3.0 (Anti dumping duty clause) above and if so the Anti Dumping Duty will be borne by the bidder.
v) 'Firm FOB' and 'Firm C&F' price in case of foreign bidders.

8.0 For other terms and conditions, please refer to Section A to D. Terms and conditions incorporated above would prevail over the General Terms and conditions in case of any contradiction.

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ANNEXURE - I

BID SUBMISSION PROFORMA

Tender No :

Oil India Limited

Dear Sirs,

I / We have understood and compiled with the " Instructions to Bidders" at "Bid evaluation / Rejection Criteria" and the "General Terms and Conditions" for supply and have thoroughly examined and compiled with the specifications, drawings and / or pattern stipulated hereto and / are fully aware of the nature of the material required and my / our offer is to supply materials strictly in accordance with the requirements.

Yours faithfully,

(SIGNATURE OF BIDDER)

ADDRESS :

DATED :

TELEPHONE NO :
FAX NO :
EMIAL ADDRESS :

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

ANNEXURE - II A

Price Schedule Proforma

(Prices are to be quoted as per online format)

ANNEXURE - II B

Price Schedule Proforma

(Prices are to be quoted as per online format)

ANNEXURE - III

PROFORMA EXCEPTION / DEVIATION

EXCEPTION / DEVIATION PERFORMA

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.

Or

(b) 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	Remark

Signature of the Bidder

Name :

Seal of the company

ANNEXURE - IV

CHECK LIST

THE CHECK LIST MUST BE DULY FILLED UP COMPLETELY AND TO BE SUBMITTED ALONG WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE CROSS THE BOX WHICHEVER IS APPLICABLE.

TECHNICAL

(**Applicable to both Foreign Bidders and Indigenous Bidders**)

1.0 Whether necessary literature/catalogue of the equipment as well as spare parts thereof has been attached with the offer?

Yes ☐ No ☐

2.0 Whether the product quoted is API approved and bears API monogram ? (if applicable)

Yes ☐ No ☐ Not applicable ☐

3.0 Whether required sample asked in bidding document has been submitted along with the offer ?

Yes ☐ No ☐ Not applicable ☐

4.0 If the sample has been asked for and the bidder is exempted from submission of sample, then whether exemption letter has been enclosed with the offer ?

Yes ☐ No ☐ Not applicable ☐

5.0 Whether the materials being offered fully conform to the required technical specifications ?

Yes ☐ No ☐

6.0 If not, whether you have separately highlighted the deviation?

Yes ☐ No ☐

COMMERCIAL

(A) Applicable to both Foreign Bidders and Indegeneous Bidders

1.1 Whether requisite tender fee has been paid ?

Yes ☐ No ☐ Not applicable ☐

1.2 If so, furnish the following :-

(i) Value

(ii) Mode of payment: Cheque/ Draft ☐ Cash ☐

2.1 Whether Original Bid Security has been forwarded (if called for) ?

Yes ☐ No ☐ Not applicable ☐

2.2 If so furnish the following:-

(i) Name of the Bank
(ii) Value (iii) Number
(iv) Date of issue
(v) Period of validity of the Bank Draft/Bank Guarantee/Letter of Credit.

(The validity of Bank Draft should not be less than 180 days).

3.0 In case the Bidder is a supply house, whether authorisation from the manufacturer, authorising him to bid, has been enclosed with the offer ?

Yes ☐ No ☐ Not applicable ☐

4.0 Have you offered firm price?

Yes ☐ No ☐

5.0 Have you specified currency of the quoted price?

Yes ☐ No ☐

6.0 Whether the period of validity of the offer is as required in bidding document?

Yes ☐ No ☐

7.0 Have you indicate firm delivery ?

Yes ☐ No ☐

8.0 Whether Original Bid Security has been forwarded in original (if called for) ?

Yes ☐ No ☐ Not applicable ☐

9.0 Whether confirmation regarding submission of performance Security has been furnished (if called for) ?

Yes ☐ No ☐ Not applicable ☐

10.0 Whether confirmation regarding Gurantee/ warranty has been furnished ?

Yes ☐ No ☐

11.0 Whether Gross Weight / Volume of consignment has been furnished ?

Yes ☐ No ☐

12.0 Whether the cost of Third party Inspection charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

Yes ☐ No ☐ Not applicable ☐

13.0 Whether the cost of Installation/ eraction / Commissioning at Site charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

Yes ☐ No ☐ Not applicable ☐

14.0. Whether the cost of training of OIL personnel included in the prices? If not, whether these have been quoted separately. (if called for)

Yes ☐ No ☐ Not applicable ☐

15.0 Has the statement incorporating the exceptions/deviations as per the proforma at Annexure – III, been prepared and enclosed with the offer?

Yes ☐ No ☐

16.0 Has the bidder's past supplies proforma (Annexure – V) been carefully filled and enclosed with the offer ?

Yes ☐ No ☐

17.0. In case Antidumping Duty is applicable, whether confirmation to bear the Antidumping duty by the Bidder has been made in the Bid.

Yes ☐ No ☐ Not applicable ☐

18.0. If the Bidder is seeking business with OIL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past alongwith their performance report ?

Yes ☐ No ☐

19.0 Whether required sample asked in bidding document has been submitted alongwith the offer ?

Yes ☐ No ☐ Not applicable ☐

20.0. Confirm that all documents required in unpriced techno-commercial bid without prices are placed in unpriced folder.

Yes ☐ No ☐

21.0. Confirm that bid and all documents are signed using valid digital signatures issued by acceptable Certifying Authority (CA) as per Indian IT Act 2000.

Yes ☐ No ☐

(B) Applicable to Foreign Bidders Only :

22.0 Whether firm FOB/FCA price (Port of Shipment) has been quoted by foreign bidders?

Yes ☐ No ☐

23.0 In case of Air shipment, have you indicated FCA charges up to Gateway airport?

Yes ☐ No ☐ Not applicable ☐

24.0 Whether firm C&F prices (Calcutta Port) has been quoted by foreign bidders?

Yes ☐ No ☐

25.0 Have you indicated details of Indian Agent specifying Name & address of the agent in India?

Yes ☐ No ☐ Not applicable ☐

26.0 Whether amount of agency commission payable in non-convertible Indian currency consequent to this tender has been indicated?

Yes ☐ No ☐ Not applicable ☐

27.0 Whether the agency commission is included in the price or payable extra has been highlighted?

Yes ☐ No ☐ Not applicable ☐

28.0 If the Indian agent is to receive annual retainer fee, the details about the quantum has been furnished?

Yes ☐ No ☐ Not applicable ☐

29.0 Has the country of origin of the items being offered, indicated ?

Yes ☐ No ☐ Not applicable ☐

(C) Applicable to Indigenous Bidders Only :

30.0 Whether firm Ex-works and FOR destination prices have been quoted by indigenous bidders

Yes ☐ No ☐

31.0 Have you indicated import content in your offer ?

Yes ☐ No ☐

32.0 If the tendered item qualifies for Deemed Export Benefit, whether the Bidder has quoted their price after taking into account various incentives and concessions granted to them under Deemed Export Benefits Scheme?

Yes ☐ No ☐ Not applicable ☐

33.0 Whether a copy of latest income tax clearance certificate has been enclosed ?

Yes ☐ No ☐ Not applicable ☐

34.0 Whether details of your registration under Sale Tax/Central Sales Tax have been indicated in the offer?

Yes ☐ No ☐

Offer Ref .. ..…… Dated . ..... OIL's Tender No. .. ..……. Signed … .……..... For & on behalf of ... .Designation . .....

ANNEXURE - V

PROFORMA OF BIDDER'S PAST SUPPLIES

SL.NO	NAME & ADDRESS OF CLIENT	ORDER NO. & DATE	DESCRIPTION DETAILS	TOTAL QUANTITY SUPPLIED SUCCESSFULLY	TOTAL QUANTITY SUPPLIED SUCCESSFULLY

NOTE :- CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS PROFORMA

Signature of the Bidder

_____ _____

Name_ _____

_____

Seal of the Company

_____

ANNEXURE - VI

PERFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO. Date

To,

The
Oil India Ltd.,

(India)

Dear Sir,

Subject : **Tender No. due on**

For _____Mr _____has been authorised 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 time of opening of bids.

ANNEXURE – VII (Revised)

BID SECURITY FORM

TO,

OIL INDIA LIMITED
P. O. - DULIAJAN - 786 602
ASSAM, INDIA

Whereas ..... (hereinafter called 'the Bidder') has submitted their Bid No. ..... dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Purchaser) 's tender No..... for the supply of .....…..
..... (hereinafter called 'the Bid') KNOW ALL MEN by these presents
That we ……...of .....
having our registered office at …….....
(hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of
.....
for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.
Sealed with the said Bank this .....……...day of .....

THE CONDITIONS of this obligation are :

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder, or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity :
   a) fails or refuses to accept the order ; or
   b) fails or refuses to furnish the performance security
   or
3. If the Bidder furnishes fraudulent document/information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/cable) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____ (*Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

The details of the issuing bank and controlling bank are as under:

A.Issuing Bank

1. Full address of the bank:

2. Email address of the bankers:

3. Mobile nos. of the contact persons:

B.Controlling Office

1. Address of the controlling office of the BG issuing banks:

2. Name of the contact persons at the controlling office with their mobile nos. and email address:

Signature& Seal of the Bank

ANNEXURE - VIII

PERFORMANCE SECURITY FORM

TO,

OIL INDIA LIMITED,
DULIAJAN - 786 602
ASSAM, INDIA

WHEREAS.....

(Name of the Seller)

(herein after called 'the Seller') has undertaken, in pursuance of Order No. .....dated...../...../..... to supply..... .....(description of Goods and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee :

THEREFORE we hereby affirm that we are Guarantors on responsible to you, on behalf of the seller, upto a total of…… (Amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the ..... day of ....

The details of the issuing bank and controlling bank are as under:

A.Issuing Bank

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

B.Controlling Office

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

Signature & Seal of the gurantors

Date ……..

.....

Witness

ANNEXURE - IXA

FOREIGN CORRESPONDENT OF SBI

	COUNTRY	NAME OF BANK
1.	Abudhabi	National Bank of Abudhabi
2.	Australia	National Australia Bank
3.	Austria	Raffeisen zentral Bank A.G.
4.	Bahrain	SBI, Bahrain
5.	Belgium	SBI, Antwerpen
6.	Brazil	Banco Do Brasil S.A.
7.	Canada	SBI, Toronto
8.	Denmark	Den Danske Bank
9.	France	SBI, Paris
10.	Finland	Merita Bank, Helsinki
11.	Germany	SBI, Frankfurt
12.	Hongkong	SBI, Hongkong
13.	Hungary	National Bank of Hungary
14.	Italy	Credito Italiano
15.	Japan	SBI, Tokyo ; SBI, Osaka
16.	Kenya	Barclays Bank
17.	Kuwait	Gulf Bank K.S.C., Kuwait
18.	Malyasia	Malayan Banking Berhad
19.	Netherlands	ABN Amro Bank
20.	New Zealand	Bank of New Zealand
21.	Norway	Den, Norske Bank
22.	Poland	American Bank in Poland
23.	Romania	Banca Romana De Comert Exterior SA
24.	Saudi Arabia	National Commercial Bank
25.	Singapore	SBI, Singapore
26.	South Africa	SBI, Johannesburg
27.	South korea	Bank of Seoul
28.	Spain	Banco Bilbao Vizcaya
29.	Sweden	Skandinaviska Enskilda Banken

30. Switzerland Union Bank of Switzerland
31. UK SBI, London
32. USA SBI, New York/ Los Angeles/ Chicago

ANNEXURE - IX B

FOREIGN CORRESPONDENT OF ALLAHABAD BANK

	COUNTRY	NAME OF BANK
1.	Australia	Australia And New Zealand Bank
2.	Austria	Osterreichische Lander Bank A.G.
3.	Belgium	Generale Bank
4.	Canada	The Royal Bank of Canada
5.	Denmark	Copenhagen Handels Bank A.G.
6.	France	Credit Lyonnais
7.	Germany	Deutsche Bank A.G.
8.	Italy	Credito Italiano
9.	Japan	The Fuji Bank Limited
10.	Netherlands	Amsterdam-Rotterdam Bank N.V.
11.	Singapore	SBI, Singapore
12.	Sweden	Skandinaviska Enskilda Bankan
13.	Switzerland	Union Bank of Switzerland
14.	U.K.	Barclays Bank PLC, London
		Standard Chartered Bank, London
15.	USA	American Express Bank, New York
		Citi Bank N.A. ,New York

ANNEXURE - X

LIST OF GATEWAY AIRPORTS

COUNTRY	GATE WAY AIRPORT
1. U.S.A. (EAST COAST)	NEWYORK

2. U.S.A. (WEST COAST)	SFO / LAX
3. U.K.	LONDON
4. FRANCE	ROISSY
5. GERMANY	FRANKFURT
6. CANADA	TORONTO/MONTREAL/ EDMONTON/CALGARY/ VANCOUVER
7. BELGIUM	BRUSSELS
8. AUSTRALIA	SYDNEY/MELBOURNE/ BRISBANE/PERTH
9. DENMARK	COPENHAGEN
10. NETHERLANDS	AMSTERDAM
11. AUSTRIA	VIENNA
12. SWITZERLAND	ZURICH
13. SWEDEN	STOCKHOLM
14. ITALY	MILAN
15. HONG KONG	HONG KONG
16. TAIWAN	TAIPEI
17. JAPAN	OSAKA / TOKYO
18. CHINA	SHANGHAI
19. U.A.E.	DUBAI
20. NORWAY	OSLO
21. SINGAPORE	CHANGI

ANNEXURE - XI

DECLARATION CERTIFICATE
BY
THE THIRD PARTY INSPECTOR

TO WHOM IT MAY CONCERN

This is to certify that following material and quantity offered to us for inspection by M/s _____ has been inspected by us as per scope of inspection mentioned in Oil India Limited's order no. _____ dated _____ and passed by us for despatch.

Material :

Quantity passed :

Certificate No. : issued by us.

Date :

_____

Signature of Third Party Inspector

Seal

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

SECTION – A

A. Clause 2.4 of Section-A of General Terms and Condition of Global Tender (MM/GLOBAL/E-01/2005) has been amended as under:

2.4 CANCELLATION OF TENDER - REFUND OF TENDER FEE

In the event, a particular tender is cancelled the tender fee will not be refunded.

B. Clause as para 7.1.8 of Section-A of General terms and Condition for Global Tender (MM/GLOBAL/E01/2005) has been added as under:

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.

C. Clause 7.6 of Section-A of General Terms and Condition of Global Tender (MM/GLOBAL/E-01/2005) has been amended as under:

7.6 DISCOUNT

Prices should be quoted net of discount by the Bidders. However, discount of any type, if indicated separately, will be taken into account for evaluation. Conditional discount will not be considered for evaluation purpose.

D. Clause as para 7.15.1 of Section-A of General terms and Condition for Global Tender (MM/GLOBAL/E-01/2005) has been added as under:

7.15.1 WITHDRAWL OF OFFER BY BIDDER

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years.

E. Clause as para 7.18 of Section-A of General terms and Condition for Global Tender (MM/GLOBAL/E01/2005) has been added as under:

7.18 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT

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.

F. Clause as para 7.19 of Section-A of General terms and Condition for Global Tender (MM/GLOBAL/E01/2005) has been added as under:

7.19 BACKING OUT BY BIDDER AFTER ISSUE OF LETTER OF AWARD (LOA)

In case the Bidder does not accept the LOA/Purchase Order issued within validity of their offer, the Bid Security (wherever applicable) shall be forfeited and the firm shall be debarred for 2(two) years.

G. Clause 9.1.1 of Section-A of General Terms and Condition of Global Tender (MM/GLOBAL/E-01/2005) has been amended as under:

9.1.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT or an equivalent amount in freely convertible currency and shall be in the prescribed format (Annexure VII) as Bank Guarantee((BG) or a Bank Draft/Cashier Cheque or an irrevocable Letter of Credit (L/C) from any of the following Banks :

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

Note : In case of submission of demand draft/cashier cheque towards bid security by bidder, OIL shall encash demand draft/cashier cheque. In case of draft / cashier cheque in foreign currency, the encashed amount in Indian Rupees will only be refundable after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realization and the date of refund will be to bidder's account. However, the return of bid security will be governed by the terms and conditions of NIT.

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

H. Clause 9.1.2 of Section-A of General Terms and Condition of Global Tender (MM/GLOBAL/E-01/2005) has been amended as under:

9.1.2 The Bank Guarantee / LC shall remain valid *for the period indicated in the specific tender* and shall be enforceable at Duliajan / Delhi / Kolkata/ Guwahati.

I. Clause 9.7 of Section-A of General terms and Condition for Global Tender (MM/GLOBAL/E-01/2005) has been amended as under:

9.8 The Bid Security will be forfeited:

a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,

OR

b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

OR

c) If a bidder furnishes fraudulent document/information in their bid

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

10.3 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.

K. Clause as para 13.3 of Section-A of General terms and Condition for Global Tender (MM/GLOBAL/E01/2005) has been added as under:

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.

L. Clause 16.0 of Section-A of General Terms and Condition of Global Tender (MM/GLOBAL/E-01/2005) has been amended as under:

16.0 Timely submission of tenders is the responsibility of the bidder. Bidders are advised in their own interest to ensure that bid is uploaded in system well before the closing date and time of the bid.

M. Clause as para 34.0 of Section-A of General terms and Condition for Global Tender (MM/GLOBAL/E01/2005) has been added as under:

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 – 'C'

A. Clause as para 10.1.3 of Section-C of General terms and Condition for Global Tender (MM/GLOBAL/01/2005) has been added as under:

10.1.3 Bidders to note that OIL is presently having a road transportation contract for transportation of its goods from various places in India to Duliajan, Assam. Under the terms of the Contract, the transporter is required to lift the materials against any orders from the works of the suppliers if the gross weight of the consignment is more than 3 MT. However, if the gross weight of the consignment is less than 3 MT, it will be the responsibility of the supplier to deliver the goods to the office of the transporter located nearer to the supplier's works.

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

Bidders also to note that for small and sundry consignment having total gross weight less than 3 MT, the gross weight of each individual box should not exceed 300 KG for ease of handling.

Bidders to take note of the above while quoting their prices. Bidders however, to quote their own prices towards transportation of the goods from the point of despatch to Duliajan as asked for in tender for the purpose of evaluation of their bids. Bidders may contact OIL to know about the name of the contractor as well as its offices in the place of the bidder(s). Presently, M/s Western Carriers have been engaged by OIL as its transporter for carrying its goods to Duliajan.

OIL, however, reserves the right to transport the goods through its transporter. In the event OIL decides to transport the goods through its transporter, supplier must comply with the above instructions, wherever applicable and it will be obligatory on the part of the supplier to supply the goods complying to the norms specified. Any extra expenditure due to non-compliance of the above shall be to the account of the supplier.

SECTION – 'D'

A. Clauses as para 1.13 of Section-D of General terms and Condition for Global Tender (MM/ GLOBAL/E-01/2005) has been added as under:

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

B. Clauses as para 4.1 of Section-D of General terms and Condition for Global Tender (MM/ GLOBAL/E01/2005) has been added as under:

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. Clauses in para 1.0 of Section-E of General terms and Condition for Global Tender (MM/GLOBAL/E01/2005) for Special Terms & Conditions for Tubulars have been amended as under:

1.0 MANUFACTURING DETAILS :

1.1 Bidders must specify categorically in their offer if the following jobs in respect of the Casing / Tubing / Tubular offered by them would be carried out by themselves.

i) Manufacture of the Green pipe (Unprocessed Plain End Pipe)
ii) Manufacture of the Mother/Processed pipe iii) Manufacture of Coupling Stock/blanks iv) Manufacture of Coupling
v) Threading of item (ii) or (iii) and End finishing jobs.

In case any or all the above jobs would be carried out in their plant, they must forward valid API certificate(s) issued in their name for respective job(s) together with the offer.

1.2 In case some of the above jobs are not carried out in their plant but would be carried out in some other works, the bidders must submit API certificate(s) issued in the vendors' name for respective job(s). These certificates must be furnished along with the offer.

1.3 Bidders doing none of the above jobs would be treated as supply house/traders. As supply house /traders to bid, they however must fulfil the criteria laid down in General terms and conditions (refer para 1.2 of Section A) to be eligible for bidding.

1.3.1 They (Supply Houses/Traders) must forward the following certificates along with the offer failing which the offer will be rejected.

i) A certificate from the manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder.
ii) Valid API certificates from the manufacturer of Threaded and coupled API Casing / Tubing / Tubular.

1.3.2 It may be noted that no change in manufacturing mill will be allowed after placement of order. Bidder must confirm the same in their bid.

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

1.4 Bidders must clearly indicate the country of origin.

1.5 **Manufacturer's / Processor's / Threader's Experience:** Manufacturer / Processor / Threader of the offered item(s) should satisfy the following clauses along with documentary evidence which should be enclosed along with the techno-commercial bid:

1.5.a Minimum 5 (five) years of experience of manufacturing / processing / threading and ultimately supplying similar material (same or higher grade and same or higher outer diameter) to companies which are in the business of exploration and production of hydrocarbons. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid. Copies of API-5CT for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid.

1.5.b Should have manufactured / processed / threaded and ultimately supplied similar material (same or higher grade and same or higher outer diameter) at least 50% of tendered quantity of each item to companies which are in the business of exploration and production of hydrocarbons during the last 5 (five) Years. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

1.5.c **Domestic manufacturer / processor** who have satisfactorily executed development orders placed by OIL for similar material (same or higher grade and same or higher outer diameter) would be considered as established sources for supply. Documents for satisfying BRC clause 1.5.a & 1.5.b above are not required to be submitted. However, the domestic manufacturer / processor should indicate the details of OIL's Purchase Order(s) executed by them and submit respective documentary evidence in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence. Such domestic manufacturers / processors should have valid API-5CT certificate for last 5 (five) years (i.e. continuous without having any break in between) and should be submitted along with the techno-commercial bid.

1.5.d Documentary evidence in respect of 1.5.a & 1.5.b above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the technocommercial bid.

1.5.e In case **bidder is a manufacturer** then he should have valid API-5CT certificate for last 5 (five) years (i.e. continuous without having any break in between) for manufacturing Threaded and Coupled API Casing / Tubing / Tubular and documentary evidence thereof should be submitted along with the techno-commercial bid. For this purpose the period reckoned shall be the period prior to the date of opening of the technocommercial bid.

1.5.f In case the bidder is **sole selling agent / distributor / dealer / supply house** of any API approved manufacturer, then bidder must furnish the following documents. Such bidder can offer the desired product only from API approved manufacturer having all the required authorization to manufacture Threaded and Coupled API Casing / Tubing / Tubular. (Bids from Sole selling agents / distributors / dealers / supply houses for processor or Threader will not be accepted.):

i) Back-up authority cum Warranty letter in original on manufacturer's letter head, valid at the time of bidding which should remain valid during the entire execution period of the order, from the concerned manufacturer guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder and also authorized them to market their products.

ii) Copies of valid API-5CT certificate of manufacturer for the last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of the techno-commercial bid.

iii) Bidder should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom their Manufacturer has supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) years along with documentary evidence to satisfy above clause 1.5. For this purpose the period reckoned shall be the period prior to the date of opening of the technocommercial bid.

iv) Documentary evidence in respect of (iii) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.

1.5.h In case the bidder is **API approved Processors / Threaders** who intend to purchase plain end pipes and coupling stock from other manufacturers and do heat treatment / threading - end finishing and testing should indicate the sources from where they intend to purchase plain end pipes and coupling stock and should also submit the following documents:

i).a Copy of valid API-5CT certificate in favour of manufacturer of green pipes, coupling blank/ stock must be submitted with the bid.

i).b Copy of valid API-5CT certificate in favour of manufacturer of coupling for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid in case the processor/ threader should purchase the coupling from other mills.

ii) Copy of valid API-5CT certificate in favour of processor / threader to do heat treatment / threading – end finishing and testing of Casing / Tubing / Tubular for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid.

iii) **a. Processors** must purchase the green pipes, coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid API-5CT certificates.

iii) **b. Threaders** must purchase processed mother pipes & Coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid API-5CT certificates for last 5 (five) years (i.e. continuous without having any break in between) along with the techno commercial bid. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

iv) **Processors / Threaders** should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom they have supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) Years along with documentary evidence to satisfy above clause 1.5. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

v) Documentary evidence in respect of (iv) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.

1.5.i Documents in any language other than English should be got translated in English and the copy of the original version English translation should be got verified from any one of the following)

i) Official of Indian Embassy / High Commission / Consulate General situated in the country where language has been translated. ii) Official of Embassy / High Commission / Consulate General of the country where language has been translated, in India.

Note –

1. Manufacturer/ manufacturing mentioned above mean Manufacturer/ manufacturing of Plain end Green Pipe, Coupling Stock through processing and threading to finished Threaded or Coupled Casing / Tubing / Tubular.

2. No change in API mill(s) other than those indicated in the techno-commercial bid will be allowed after placement of order.

B. Clauses in para 7.0 (iii) of Section-E (BID REJECTION CRITERIA) of General terms and Condition for Global Tender (MM/GLOBAL/E-01/2005) have been amended as under:

Bidder should satisfy the clauses stipulated in Para 1.0 under Section – E of General terms and Condition for Global Tender (MM/GLOBAL/E-01/2005).

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

ANNEXURE - VII

A. Clauses in "THE CONDITIONS of this obligation are:" of ANNEXURE – VII of General terms and Condition for Global Tender (MM/ GLOBAL/E-01/2005) has been added as under:

THE CONDITIONS of this obligation are:

3. If the Bidder furnishes fraudulent document/information in their bid.

B. The last para of ANNEXURE – VII of General terms and Condition for Global Tender (MM/ GLOBAL/E01/2005) has been amended as under:

This guarantee will remain in force up to and including _____ (*Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

SECTION A, SECTION C & SECTION D

The following New Clause of General terms and Condition for Global Tender (MM/GLOBAL/01/2005) has been added:

Public Procurement Policy for Micro and Small Enterprises (MSEs)

Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises.

The Public Procurement Policy shall apply to Micro and Small Enterprises registered with:

(i) District Industries Centers or
(ii) Khadi and Village Industries Commission or
(iii) Khadi and Village Industries Board or
(iv) Coir Board or
(v) National Small Industries Corporation or
(vi) Directorate of Handicrafts and Handloom or
(vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises

2.0 Classification of Micro, Small and Medium Enterprises(MSME) for supply of Goods :

In the case of the enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, as:

(a) A Micro enterprise, where the investment in plant and machinery does not exceed twenty five lakh rupees.

(b) A Small enterprise, where the investment in plant and machinery is more than twenty five lakh rupees but does not exceed five crore rupees.

(c) A Medium enterprise, where the investment in plant and machinery is more than five crore rupees but does not exceed ten crore rupees.

2.1 The MSEs owned by SC/ST entrepreneurs shall mean:

a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

3.0 Benefits to Micro and Small Enterprises :

i) Exemption from payment of Tender Fee :
MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

ii) Exemption from submission of Earnest Money/Bid Security :
MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

4.0 Documents Required to be submitted by MSEs : Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

5.0 Performance Security : Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

6.0 Purchase Preference to Micro and Small Enterprises:
Purchase preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME :

In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply 100% of tendered value at the L1 price.

A target of 4% out of 100% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs.

In case of more than one such MSE qualifying for 15% purchase preference, the 100% supply shall be shared equally amongst such MSEs. However, in the opinion of OIL if tendered items are non-splitable or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

--------X Dec-2015 X-------

AMENDMENT DTD. 25.04.2016 TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS (MM/GLOBAL/E-01/2005-JULY2012)

Following Amendment is issued to be effective from 17.03.2016:

a) Clause no. 7.7 in Section –A, "Change in Quantity" stands amended as under:
"OIL reserves the right to increase / decrease the quantity up to +/-20% at the time of placement of order. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates."

b) Clause no. 7.15 (Section – A), "Validity of Bids" stands amended as under:
"Validity of the bid shall be at least up to the validity mentioned in the tender document. If nothing is mentioned by the bidder in their offer, it will be presumed that the offer is valid as asked for in the tender document. Bids with lesser validity shall be rejected straightway."

c) Clause no. 9.0 (Section – A), "Bid security" stands amended as under:

"9.0 BID SECURITY:
(Note : This Clause is applicable only in case of tenders wherever specifically mentioned)

9.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 9.8.

9.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the "Forwarding Letter/Covering Letter" of the bid document or an equivalent amount in other freely convertible currency and shall be in any one of the following forms:

(a) A Bank Guarantee or Confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-III. Bank Guarantee/ Letter of Credit issued from any of the following Banks only will be accepted:

i) Any scheduled Bank incorporated in India or
ii) Any branch of an International/Foreign Bank located in India and registered with Reserve Bank of India as schedule foreign bank or
iii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India or

iv) *A confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-IV/Proforma-F duly confirmed by Indian Scheduled Bank, will be acceptable from foreign bidders or*

v) *Bank Guarantee issued from Banks of Indian origin situated in the country of the Foreign bidder.*

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the bidder.

The Bank Guarantee/LC shall be valid for 90 days beyond the validity of the bids specified in the Bid Document.

Bank Guarantee/Letter of Credit with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee/Letter of Credit will be liable for rejection.

(b) *A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Duliajan, Assam.*
(Note : In case of submission of Demand Draft/Cashier Cheque towards Bid Security by bidder, OIL shall encash the Demand Draft/Cashier Cheque. In case of Demand Draft/Cashier Cheque in foreign currency, the encashed amount in Indian Rupees will only be refunded after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realisation and the date of refund will be to bidder's account. However, the return of Bid Security will be governed by the terms and conditions of the Bid Document.)

(c) *Online direct deposit of Bid Security amount in OIL's bank account through e-procurement portal in case of e-tender.*
(Note : In case of online submission of Bid Security by bidder, , the amount will only be refunded only after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realisation and the date of refund will be to bidder's account. However, the return of Bid Security will be governed by the terms and conditions of the Bid Document.)

9.3 Any bid not accompanied by a proper Bid Security in Original secured in accordance with sub-clause 9.2 above shall be rejected outright by the Company as non-responsive without any further reference.

9.4 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.

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

9.6 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

9.7 The Bank Guarantees should be enforceable at all branches of the issuing Bank within India and preferably at Duliajan, Assam.

9.8 The Bid Security shall be forfeited:

i) If a bidder withdraws their Bid during the period of bid validity specified by the bidder or any extension thereof agreed to by the bidder, and/or

ii) If the bidder having been notified of the acceptance of their bid by Company during the validity period of the bid including extension agreed to by the bidder:

a) Fails or refuses to accept the LOI/LOA/Order/Contract and/or

b) Fails or refuses to furnish Performance Security

and/or

iii) If a bidder furnishes fraudulent document/information in their bid and subsequent clarification against the tender/Purchase order/Contract.

9.9 The scan copy of the original Bid Security in the form of either Bank Guarantee or LC or Cashier Cheque or Bank Draft shall be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of DGM (Materials), Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach DGM (Materials) on or before 13.00 Hrs(IST) on the Bid

Closing date or any other date and time specifically mentioned in the tender failing which the bid shall be rejected outright.

9.10 *Unsuccessful Bidder's Bid Security will be returned within 30 days after finalization of the tender. However, in case of Two Bid tenders, Bid Security of the technically rejected bidders shall be returned after the priced bid opening of the acceptable bids.*

9.11 *Successful Bidder's Bid Security will be returned upon Bidder's furnishing the valid and proper Performance Security to OIL. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 10.3 & 10.4 below is furnished.*

9.12 *In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.*

9.13 *In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.*

9.14 *If it is found that a bidder has furnished fraudulent document/ information, the Bid Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.*

9.15 *In case a bidder does not accept the LOI/Purchase Order/LOA issued within the validity of their offer, the Bid Security(if applicable) shall be forfeited and the party shall be debarred for a period of 2(two) years.*

9.16 *EXEMPTION FROM SUBMISSION OF BID SECURITY:*

9.16.1 *Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security. Bidders registered with DGS&D and MSE units(and not their dealers/distributors) which are themselves registered with District Industry Center or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or any other*

body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item(s)/services for which tender has been invited and provided they submit offer for their own products/services. However, the valid registration certificate issued by the authorities as above and indicating the category of item/services and the monetary limit for which they are registered must be submitted by the bidders along with their bids(Technical) without which the bidders will not be entitled for the exemption."

d) Clause no. 10.0 (Section – A), "Performance security" stands amended as under:

"10.0 PERFORMANCE SECURITY:

(Note : This clause is applicable only in case of tenders/Purchase Orders/Contracts wherever specifically mentioned)

10.1 The successful bidder shall furnish to Company the Performance Security in the form enclosed (Annexure VIII) herewith within 30 days of receipt of the formal purchase order by the successful bidder failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

10.2 The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the LOI/Purchase Order. The amount of Performance Security in case of Procurement of Goods shall be 10% of order value (unless specified otherwise).

10.3 The Performance Security shall be denominated in the currency of the Purchase Order or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the Purchase order date and shall be in any one of the following forms :

(a) A Bank Guarantee or Confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-III. Bank Guarantee/LC issued from any of the following Banks only will be accepted:

i) Any scheduled Bank incorporated in India or

ii) Any branch of an International/Foreign Bank located in India and registered with Reserve Bank of India as schedule foreign bank or

iii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India or

iv) *A confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-IV duly confirmed by Indian Nationalised/Scheduled Bank, will be acceptable from foreign bidders or*

v) *Bank Guarantee issued from Banks of Indian origin situated in the country of the Foreign bidder.*

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

Bank Guarantee/Letter of Credit with any condition other than those mentioned in OIL's prescribed format shall not be accepted.

(b) *A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Duliajan, Assam.*
(Note : In case of submission of Demand Draft/Cashier Cheque towards Performance Security by the seller, OIL shall encash the Demand Draft/Cashier Cheque. In case of Demand Draft/ Cashier Cheque in foreign currency, the encashed amount in Indian Rupees will only be refunded after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realisation and the date of refund will be to bidder's account. However, the return of Performance Security will be governed by the terms and conditions of the Bid Document/Purchase Order/Contract.)

10.4 *The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement. The Performance Security will be discharged by Company not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension of the Warranty period of the Purchase Order/Contract, Bank Guarantee should be extended by the Seller/Contractor by the equivalent period.*

10.5 *The Performance Security shall be payable to Company as compensation for any loss resulting from Supplier's/Contractor's failure to fulfil its obligations under the order/Contract.*

10.6 *The Performance Security will not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.*

10.7 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.

10.8 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

10.9 In the event of Seller's/Bidder's failure to discharge their obligations under the order/Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

10.10 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.

10.11 The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.

10.12 The supplier/contractor will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller/contractor's cost.

10.13 If it is found that a bidder/Seller/Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced."

e) Clause no. 20.0 (Section – A), "Purchaser's Right to Accept Any Bid and to Reject Any or All Bids" stands amended as under:

"20.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL`s action."

f) Clause no. 1.2 (Section – D) stands amended as under:
"Validity of the bid shall be at least up to the validity mentioned in the tender document. Bids with lesser validity shall be rejected straightway."

g) Clause no. 13.3 of K in Section – A under Amendment to General Terms and Conditions stands deleted.

h) Clause no. 1.13 of A in Section – D under Amendment to General Terms and Conditions stands amended as under:
"Offer shall be rejected straightaway without seeking clarification in case the party refuses to sign Integrity Pact."

i) The following clause is added under Section – D (BID REJECTION CRITERIA & BID EVALUATION CRITERIA)

1.14 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be liable for rejection:

i. Guarantee of Material clause
ii. Force Majeure Clause
iii. Arbitration Clause
iv. Acceptance of Jurisdiction and Applicable Law clause
v. Liquidated damage and penalty clause
vi. *Integrity Pact clause*
vii. *Delivery Period clause*

--xx March, 2016xx--

AMENDMENT TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS (MM/GLOBAL/E - 01/2005 - JULY2012)

The Clause No. 3.0 in the Section-E(Special Terms & Conditions for Tubulars) of "General Terms And Conditions For Global Tender"(MM/GLOBAL/E-01/2005-July2012) on 'Anti-Dumping Duty' stands deleted. In its place, the following new Anti-Dumping Duty shall be applicable :"

Anti-Dumping Duty :

i) Government of India vide Notification No. 18/2016-Customs(ADD) dated 17.05.2016 has imposed Anti-Dumping Duty in respect of Seamless Pipes & Tubes, of an external diameter not exceeding 355.6 mm or 14" OD originating in, or exported from the People's Republic of China and imported into India. In case the product offered is exported by from any of the parties from People's Republic of China or originating from People's Republic of China and imported into India, the Anti-Dumping Duty shall be applicable.

The Anti-Dumping Duty on shall be at a rate which is equivalent to difference between the landed value of the subject goods and the amount mentioned in the corresponding entry in column(9) of the table furnished vide aforementioned Notification provided the landed value is less than the value specified in column(9) and in the currency and as per unit of measurement as specified in the above Notification.

The Anti-Dumping Duty so calculated as per the above Notification shall be loaded on the CIF Landed value of such Foreign bidders(with Customs Duty as applicable on the Bid Closing Date of the Tender) excluding inland transportation to destination, on whom the Anti-Dumping Duty is applicable. The evaluation of the offers will be done after loading the offers as above. Foreign bidders are required to indicate the gross/nett weight of the goods offered by them originating in, or exported from the People's Republic of China and imported into India, in MT in their Technical Bids for the purpose of calculation of the Anti-Dumping Duty amount.

In case of the indigenous bidders, they should note that OIL will not be liable to reimburse any amount on account of Anti-Dumping duty for the materials imported by them from People's Republic of China for execution of the contract and any Anti-Dumping Duty payable against import by them from People's Republic of China shall be to their account. Indigenous bidders are required to categorically confirm acceptance of the same in their Technical bids failing which offers will be liable for rejection.

ii) All bidders must categorically mention the country of origin of the products offered by them in their offers. In the event categorical mention

of country of origin of their offered products is not made in their offer, the offer will be summarily rejected.

iii) The anti-dumping duty imposed under this Notification shall be effective for a period not exceeding six months (unless revoked, superseded or amended earlier) from the date of publication of the Notification in the Official Gazette and shall be paid in Indian currency.

Bidders to refer to Ministry of Finance, Govt. of India's Notification No. 18/2016-Customs(ADD) dated 17.05.2016 for detailed guidelines in this regard."

NOTE: PERFORMA OF BID SECURITY FORM AND PERFORMANCE SECURITY FORM HAS BEEN CHANGED AND NEW FORMAT HAS BEEN ADDED VIDE ANNEXURE VII & ANNEXURE VIII RESPECTIVELY. EARLIER FORMAT STANDS DELETED.

AMENDMENT TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS (MM/GLOBAL/E - 01/2005 - JULY2012)

Clause No. 5.1 (sea shipment) of Section B-Special Terms and conditions for Foreign Bidders only has been amended for incorporating additional clauses 5.1.1,5.1.2 & 5.1.3 as under:

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

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

5.1.3 Bidder should note that in case of C&F order for Tubulars, the same to be supplied in **break bulk condition under deck and not through Container load**.

Bidder should take note of the above in regard to shipment of the goods in the event of placement of order on them and shall quote the ocean freight charges in their bids and shall categorically confirm acceptance to the above in their offers/Technical bids.

AMENDMENT TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS (MM/GLOBAL/E - 01/2005 - JULY2012)

Clause No. 7.0 of Section C - Special Terms and Conditions for Indian Bidders has been amended as under:

7.1 In case there is any import content in their offer, it will be obligatory on the part of the Indian bidders to mention the amount involved and the rates quoted should be inclusive of import content and applicable customs duty thereon (Customs duty will be nil in case of Deemed Export Benefit). Bidders to confirm the same in their technical bid. However, the import content amount should be indicated in the priced bid only. On the other hand, if there is no import content they should categorically state the import content to be NIL in their offer. Bidders who do not mention import content in their offer will not be entitled to price preference applicable, if any vide Section D (Bid Rejection & Bid Evaluation Criteria).

ADDENDUM TO THE GENERAL TERM & CONDITION

1.0 As per present Import Policy (Reference Customs Notification No. 12/2012 Cus dated 17.03.2012, Sl. No. 356, as amended from time to time), applicable customs duty is "Nil" for import of specified goods for use in areas under PEL/ML issued or renewed after 1.4.99 on nomination basis.

The item(s) covered by this tender qualifies for above concessional Customs Duty.

2.0 Deemed Export benefits (Applicable only for Domestic Bidders).

2.1 As per Export, Import policy in vogue, supplies of goods to any project or purpose in respect of which the Ministry of Finance, by a Notification, permits the import of such goods at Zero Customs Duty (Para 8.2(f) of EXIM Policy) is eligible for Deemed Export, provided the goods are manufactured in India. Further, as per Para 8.4.5 of Handbook of Procedures, the benefits of Deemed Export under para 8.2(f) of the policy shall be applicable in respect of items, import of which is allowed by the Department of Revenue at Zero Customs Duty subject to fulfilment of conditions specified under Customs Notification no. 12/2012, as amended from time to time.

2.2 The benefits available under Deemed Export are as under:

a) Advance Licence for intermediate Supply/Deemed Export/DFRC for Intermediate supplies.
b) Deemed Export draw back
c) Exemption from Terminal Excise Duty.

Further, as per Notification no. 12/2012-Central Excise dated 17.03.2012 (Sl. No. 336, Excise Duty is "Nil" for the tendered item(s) since the goods are exempted from the duties of Customs.

2.3 In case of domestic bidders, the Terminal Excise Duty being exempted (Under Deemed Export Benefits) will not be paid by OIL and bidders are to quote their prices according. OIL will provide necessary documents as per the Government Policy.

2.4 The domestic bidders will quote net price after taking into account the above Deemed Export benefits as applicable and bids will be evaluated accordingly. The bidders are requested to check the latest position on the subject on their own and OIL shall not accept any liability, whatsoever, on this account.