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

**(ANNEXURE – A)**

## NOTICE INVITING TENDER (NIT)

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

In connection with its operations, OIL invites **International Competitive Bids (ICB)** from competent and experienced bidder for the item(s) mentioned below. One complete set of Bid Document for above is required to be submitted through **OIL's e-procurement portal (SRM)**. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through **e-procurement portal**. 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 | f_sathiyaraj@oilindia.in** *- as given in the enquiry document) within 10 days of publication of the tender on OIL's website. Based on merit, OIL will allow the vendors to participate in the current tender or future tender for the item(s) at its sole discretion.*

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

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



**FILE COPY**

| | |
|---|---|
| **Tender No.** | **: SSG7331L25/04** |
| **Tender Date** | **: 22.08.2024** |
| Bid Closing On | : 18.09.2024 at 13:00 hrs.(IST) |
| Bid Opening On | : 18.09.2024 at 13:00 hrs.(IST) |
| Bid Security Amount | : Not Applicable |
| Performance Guarantee | : Not Applicable |
| Integrity Pact | : Not Applicable |

Sir/Madame,

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

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

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

(c) Your quotation must include:

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

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

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

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

The sealed quotation should be sent to the following address as explained in "General Terms & Conditions for global tenders":
GM-Materials, Materials Department, Oil India Limited, P.O. Duliajan-786602, ASSAM(INDIA).

Thanking you and awaiting your early response.

Yours Faithfully,
OIL INDIA LIMITED

SATHIYARAJ.F
SENIOR MANAGER-MATERIALS(F.P.)
FOR CGM MATERIALS
FOR RESIDENT CHIEF EXECUTIVE

| Tender Information Summary (TIS) | | | |
|---|---|---|---|
| **(1)** | Tender No. | : | **SSG7331L25/L4** |
| **(2)** | Type of Bidding | : | **Single Stage - Composite System** |
| **(3)** | Bid Closing Date & Time | : | **18/09/2024 at 11:00 Hrs (IST)** |
| **(4)** | Technical Bid Opening Date & Time | : | **18/09/2024 at 14:00 Hrs (IST)** |
| **(5)** | Price Bid Opening Date & Time | : | **18/09/2024 at 14:00 Hrs (IST)** |
| **(6)** | Bid Security Amount | : | Not applicable<br>***(However, Bid Security Declaration must be submitted as per Annexure-D by bidder)*** |
| **(7)** | Bid Security Validity | : | Not applicable |
| **(8)** | Bid Submission Mode | : | **Online (Through OIL's E-Procurement portal Only)**<br>(Visit: **https://etender.srm.oilindia.in/irj/portal**) |
| **(9)** | Bid Opening Place | : | Office of The Chief General Manager - Materials,<br>Materials Department,<br>Oil India Limited, Duliajan -786602, Assam, India. |
| **(10)** | Bid Validity | : | Bid should be valid for **minimum 90 days** from actual bid closing date. |
| **(11)** | Performance Guarantee | : | **Not Applicable** |
| **(12)** | Integrity Pact | : | **Not Applicable** |
| **(13)** | Restrictions on procurement from a bidder of a country which shares land border with India | : | Applicable |
| **(14)** | Make In India Policy | : | Applicable for tender's target value (INR 5,00,000 & above) |
| **(15)** | MSE Purchase Preference | : | Applicable (100% of tender / order quantity) |
| **(16)** | Price Variation Clause | : | Not Applicable |
| **(17)** | Document Verification | : | Not Applicable |
| **(18)** | Evaluation Method | : | All the tendered item(s) shall be evaluated as per **individual item-wise evaluation method**; hence bidder(s) are requested to quote accordingly. |
| **(19)** | Inspection Method | : | Consignee Inspection at Consignee's site |
| **(20)** | Contact Details | : | Mr. F.Sathiyaraj<br>Senior Manager - Materials (F.P.)<br>E-Mail: **f_sathiyaraj@oilindia.in \| materials@oilindia.in**<br>Phone: +91-374-2808613 |
| **(21)** | E-Tender technical Support | : | Tel: +91-374-2804903, 2807171, 2807192,<br>E-Mail: **erp_mm@oilindia.in** |
| **(22)** | Bids to be addressed to | : | The Chief General Manager – Materials,<br>Materials Department,<br>Oil India Limited, Field Head Quarters,<br>Duliajan P.O., Dibrugarh District,<br>Assam, India -786602 |

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

| | | | |
|---|---|---|---|
| | Payment term<br>(Applicable for Foreign bidder) | : | ii) The Letter of Credit shall be established through an Indian scheduled Bank. Normally L/C will not be confirmed. Confirmation of L/C, if required, shall be at Seller's cost.<br><br>iii) 100 (hundred) per cent net FOB/FAS/CFR/CIF/CIP price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, and so on.<br><br>iv) Payment of agency commission, if payable, the entire 100 (hundred) per cent agency commission should generally be paid (in nonconvertible Indian Rupees on the basis of BC selling rate of exchange) after all other payments have been made to the supplier in terms of the contract. |
| **(31)** | Concessional GST benefit for supply of tendered good(s) | : | Applicable<br>**(Concessional GST @ 12% will be applicable o*nly if total material value is more than Rs.1,00,000 (i.e. 1 Lakh & above). Otherwise, GST at actuals / merit rate* will be reimbursed against submission of documentary evidence. Bidder is advised to take note of above and accordingly submit price bid).** |
| **(32)** | Clarification of tender documents / Amendment of tender documents | : | **(i)** The prospective bidder requiring clarification on the tender documents may notify to the company in writing well before the due date of submission of bid to enable purchaser to give response in writing to the clarification sought by such bidder.<br><br>**(ii)** The prospective bidder is advised to submit their queries in relation to the tender document atleast 5 (five) working days before the scheduled date of bid closing date.<br><br>**(iii)** At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s) and such Addendum(s) / Corrigendum(s)/ Amendment(s) will be published in the tender portal and hosted on OIL website only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit the website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid. |
| **(33)** | Variance in quantity at the time of order placement | : | This tender has a provision for variation of quantity at the time of placement of order up to +/- 25%. The bids, however, will be evaluated based on the tendered quantity to decide the interse ranking of the bidder. |
| **Disclaimer: Refer all tender terms and conditions governing this tender for more information.** | | | |

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

**Special Notes:**

**1.0 ELIGIBILITY:**

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

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

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

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

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

**4.0** OIL expects Bidders to submit their quotation for all the tendered items. However, Bidder may choose to quote for any one or multiple item(s) as evaluation of bids will be carried out separately for all the item(s) and accordingly inter-se-ranking of successful bidders shall be determined on **individual item** basis.

**5.0** Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually (*in addition to uploading in e-tender portal*) in sealed envelope super-scribed with Tender No. and Due date to **The Chief General Manager - Materials (HoD), Materials Department, Oil India Limited, Duliajan- 786602, Assam** on or before **13:00 Hrs (IST)** on the Bid Closing Date mentioned in the Tender.

**a)** Original Bid Security/EMD (if applicable)
**b)** Voluminous document, if any, like Literature, Detailed Catalogue of the products etc.
**c)** Any other document required to be submitted in original as per tender requirement.

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

**6.0** The Bidder should indicate the dimensions and weight of the offered item(s), the name of the manufacturer, the country of origin and port of dispatch of the material(s).

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

**8.0** ***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.***

**9.0** ***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.***

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

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

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

**13.0** Oil India Limited (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oil-india.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

**14.0** Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

**15.0** All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) with organisation name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate without organization name, will be liable for rejection.

**16.0** For convenience of the qualified Bidders and to improve transparency, the rates/cost quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment from under "Notes & Attachment" (i.e. NO PRICE CONDITION), Bidders must upload their detailed Price-Bid as per the prescribed format under "NOTES & ATTACHMENT", in addition to filling up the "TOTAL BID VALUE" tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

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

**18.0** Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above-mentioned address before the bid closing date and time failing which the offer shall be rejected.

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

**20.0** To ascertain substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarifications in respect of Clauses covered ~~under the BRC~~ also and such clarifications ~~fulfilling the BRC clauses~~ must be received on or before the deadline given by the company, failing which, the offer will be summarily rejected.

**21.0** The prices of the items should be quoted as per **Annexure-G** and uploaded separately under the tab "Notes & Attachment".

**22.0** Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

**23.0** Please refer to the "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal.

**24.0** Oil India Limited (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following two documents before uploading their bid. These documents are also uploaded as part of NIT.

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

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

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

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

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

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

a) In line with O.M. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, Government of India, it shall be mandatory for sellers providing Goods and Services to Oil India Limited to be registered on GeM and obtain a unique seller ID, at the time of placement of order/acceptance of contract. This ID shall invariably be incorporated in every supply order/contract/agreement/ purchase order while awarding any contract / order for procurement by Oil India Limited governed by the GFRs 2017.

b) In this regard, the bidder/seller providing goods and services to Oil India Limited has to mandatorily register on Government E-Marketplace (GeM) [Website: www.gem.gov.in] and obtain a unique GeM seller ID.

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

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

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

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

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

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

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

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

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

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

   OR

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

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

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

**31.0 INTEGRITY PACT (IF APPLICABLE):**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure-H** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway.

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

1) **Shri Ram Phal Pawar, IPS (Retd.),**
Former Director, NCRB, MHA
Mobile No.: 8017017878
E-mail IDs: **rpawar61@hotmail.com** | **ramphal.pawar@ips.gov.in**

2) **Shri Ajit Mohan Sharan, IAS (Retd.),**
Former Secretary,
Ministry of Ayush,
Govt. of India
Mob No.: 9810701876
E-mail: **ams057[at]gmai[dot]com**

3) **Dr. Tejendra Mohan Bhasin,**
Former Vigilance Commissioner, CVC
E-mail: **tmbhasin[at]gmail[dot]com**

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

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

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

**1.** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the· bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

**2.** "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' 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)**

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

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

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

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

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

**NOTE:**

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

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

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

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

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

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

**36.0 BANNING / DEBARMENT IN TENDERS**

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

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

**37.0 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:**

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

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

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

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

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

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

**39.0 OPTION QUANTITY CLAUSE:**

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

**40.0 CLARIFICATION(S):**

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing / electronically from Office / Contact Person as mentioned in tender document, provided the questions are raised before the clarification end date mentioned in tender document (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

**41.0 PURCHASE PREFERENCE POLICIES OF THE GOVERNMENT**

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

**42.0 TAX COLLECTIBLE AT SOURCE (TCS) (Applicable only to Indian bidders)**

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

**a)** TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And

**b)** Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and

**c)** TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and

**d)** TCS certificate as provided in the Income Tax Act will be issued to OIL in time. However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of income tax Act, 1961.

## 43.0 SUBMISSION OF BID SECURITY AND PERFORMANCE SECURITY IN THE FORM OF ELECTRONIC BANK GUARANTEE (E-BG) (IF APPLICABLE)

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Bid Security/Performance Security, as applicable, in the form of Electronic bank Guarantee (e-BG) is also acceptable:

| Sl. No. | Bank name | Sl. No. | Bank name |
|---|---|---|---|
| 1 | AU Small Finance Bank | 12 | IDFC First Bank |
| 2 | Axis Bank | 13 | Indian Bank |
| 3 | Bank of Baroda | 14 | Indian Overseas Bank |
| 4 | Bank of India | 15 | IndusInd Bank |
| 5 | Canara Bank | 16 | Karur Vysya Bank |
| 6 | City Union Bank | 17 | Kotak Mahindra Bank |
| 7 | Federal Bank | 18 | Punjab National Bank |
| 8 | HDFC Bank | 19 | RBL Bank |
| 9 | HSBC Bank | 20 | State Bank of India |
| 10 | ICICI Bank | 21 | South Indian Bank |
| 11 | IDBI Bank | 22 | Yes Bank |

Beneficiary details for issue of e-BG are:

| Sl. No. | Particulars | Details |
|---|---|---|
| 1 | Name | Oil India Limited |
| 2 | PAN | AAACO2352C |
| 3 | Date of Incorporation | 18-02-1959 |
| 4 | Email ID | |
| 5 | Mobile No. | |
| 6 | Local Address | |
| 7 | Registered Address | Duliaian, Dibrugarh, Assam-786602 |

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

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

## ANNEXURE – 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** 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:**<br><br>**(a)** Gross weight in kg (Approximate) –<br>**(b)** Net Weight in kg (Approximate) –<br>**(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 | **For Indian Bidder:**<br><br>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 (**Ref: Notification No. 3/2017-Integrated Tax (Rate) dated 28th June, 2017 & 08/2022-Integrated Tax (Rate) dated 13th July, 2022**). | |
| 34.0 | Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate at least 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 Authorisation letter Reference | |
| **6)** | Bid validity | |
| **7)** | Payment Terms | |
| **8)** | Guarantee / Warranty Terms | |
| **9)** | Delivery Period | |
| **10)** | Country of Origin | |
| **11)** | HSN Code for offered items | |
| **12)** | Approximate Total gross weight (kgs) | |
| **13)** | Port of Dispatch / Place of Dispatch | |
| **14)** | Confirm submission Integrity pact, if required as per NIT | |
| **15)** | Confirm acceptance of PBG clause, if required as per NIT | |
| **16)** | Compliance to:<br>Liquidated Damage<br>Warranty/Guarantee<br>Arbitration/Resolution of Dispute<br>Force Majeure<br>Applicable laws | |
| **17)** | Confirm submission of undertaking towards authenticity of submitted documents. | |
| **18)** | 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? | |
| **19)** | 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). | |

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

**********

**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)**

**ANNEXURE – F**

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

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

**Ref. No_____** **Date: _____**

**Tender No. _____** **Date: _____**

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

**Dear Sirs,**

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

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

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

**Signature of Authorised Signatory**
**Name :**
**Designation :**
**Phone No.**
**Place :**
**Date :**
**(Affix Seal of the Organization here, if applicable)**

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

# STANDARD NOTES

## ANNEXURE – G (i)

## PRICE SCHEDULE – DOMESTIC BIDDERS

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

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

| | | | | | |
|---|---|---|---|---|---|
| **Item at tender Sl. No.** | | | | | |
| **Oil India Limited's Material Code** | | | | | |
| **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)** | | | | | |
| **Total freight charges including applicable GST** | | | | | |
| **Insurance Charge including GST** | | | | | |
| **TOTAL F.O.R. DESTINATION, DULIAJAN VALUE** | | | | | |
| **HSN Code** | | | | | |
| **Total weight of consignment** | | | | | |
| **Total volume of consignment** | | | | | |
| **Total Local Content (Bidder to submit undertaking as Annexure-K)** | | | | | |
| **Total Import content** | | | | | |

# STANDARD NOTES

**Notes:**

***(i) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.***

***(ii) GST should be quoted separately. If GST is not shown separately the offer will be considered to be inclusive of all taxes and will be binding on the bidder.***

***(iii) Disclaimer:*** *"If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered"*

# STANDARD NOTES

## ANNEXURE – G (ii)

## PRICE SCHEDULE – FOREIGN BIDDERS

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

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

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

# STANDARD NOTES

**Notes**:

*(i) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.*

*(ii) Insurance Charges @0.5% shall be loaded on Total FOB Value for evaluation purpose.*

*(iii) Banking Charges @1% shall be loaded on Total FOB Value for evaluation purpose. In case of payment through Letter of Credit (L/C). If Confirmed L/C at buyer's account is required, 1.5% of Total FOB Value will be loaded.*

*(iv) Disclaimer: "If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered"*

# STANDARD NOTES

**ANNEXURE - H**

## INTEGRITY PACT

Between

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

And

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

**Preamble**:

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

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

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

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

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

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

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

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

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

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

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

| | |
|---|---|
| ……<br>**For the Principal**<br><br>Date:<br><br>Place: | ……...<br>**For the Bidder/Contractor**<br><br>Witness 1: .....<br><br>Witness 2: ..... |

# STANDARD NOTES

**ANNEXURE-I**

## BIDDER INFORMATION

***(To be submitted as part of technical bid)***

**(On Company Letter-head)**

(Along with supporting documents, if any)

**Bidder's Name**_____

**[Address and Contact Details]**

**Bidder's Reference No.:**_____ **Date: …….**

**Tender Document No. :** _____ **Date: …….**

**Tender Title:**

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

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

**1) Bidder/ Contractor particulars:**

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

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

**2) Taxation Registrations:**

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

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

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

# STANDARD NOTES

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

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

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

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

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

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

**4) Bidder's Authorized Representative Information**

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

**(Signature with date)**

**……..**

**(Name and designation)**

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

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

DA: As above

…….

# STANDARD NOTES

**ANNEXURE - J**

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

## AUTHORISATION / PRICE CERTIFICATE

**Ref:** **Date:**

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

Sir / Madam,

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

**Ref. Your Tender No._____ Date: _____**

**1)** We, M/s. _____ are proven and reputable manufacturers of the tendered goods. We have factories at _____.

We hereby authorise Messrs---------- (*name and address of the authorised dealer)* to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is ……., dated/ since……

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

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

**4)** Our details are as under:

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

# STANDARD NOTES

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

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

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

Thanking you,

**Yours truly,**
**For M/s. _____**

**(Signature & Stamp)**

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

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

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

# STANDARD NOTES

**ANNEXURE -K**

## UNDERTAKING FOR LOCAL CONTENT

**(To be submitted in the letter head of the bidder)**

**Tender No.:** _____

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

We hereby undertake that we meet the mandatory m1mmum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/ 2 / 2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any).
**The percentage of Local Content is _____ %.**

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

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

**Signature of Authorised Signatory**

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

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

# STANDARD NOTES

**ANNEXURE - 1**

**FORM NO. 10F**

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

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

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

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

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

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

## Verification

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

Verified today the …….. day of……

……..

*Signature of the person providing the information*

*Place*: ……

***Notes:***

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

# STANDARD NOTES

**ANNEXURE - 2**

**(On the official Letter Head of the Bidder)**

**NO BUSINESS CONNECTION OR PERMANENT ESTABLISHMENT CERTIFICATE**

To Date: _____

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

Sir,

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

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

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

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

**For ……**

**Authorised Signatory**

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

# STANDARD NOTES

**Definition of Business Connection**

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

(a) *Has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident, unless his activities are limited to the purchase of goods or merchandise for the non-resident; or*

*(b) Has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or*

*(c) Habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:*

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

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

## STANDARD NOTES

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

**(End of the document)**

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 : SSG7331L25/04 22.08.2024**

Tender Fee : INR 0.00
Bid Security Amount : INR 0.00

**Bidding Type : Single Bid (Composite Bid)**

Bid Closing On : 18.09.2024 at 13:00 hrs. (IST)
Bid Opening On : 18.09.2024 at 13:00 hrs. (IST)

Performance Guarantee : Not Applicable

OIL INDIA LIMITED invites Press tenders for items detailed below:

| Item No./ Mat. Code | Material Description | Quantity | UOM |
|---|---|---|---|
| **10**<br>22393314 | SPARES FOR GAS COMPRESSORS - NOUVO-PIGNONE<br>L.P. BOOSTER COMPRESSOR.<br><br>RECIPROCATING BALANCED OPPOSED TYPE 2HM/2,<br>CAPACITY : 5.450 NM3/HR - A<br><br>RECIPROCATING BALANCED OPPOSED TYPE 2HM/2,<br>CAPACITY : 2.720 NM3/HR - B<br><br>GAS LIFT / CONSERVER COMPRESSORS<br><br>RECIPROCATING BALANCED OPPOSED TYPE 2HM/2,<br>CAPACITY : 3.270 NM3/HR - C<br>SUB-GROUP : CROSSHEAD ( DRG.NO.7914900/3 )<br>Crosshead Pin, Mark - 5<br>For Compressor Type 2HM/2 - A,B,C<br><br>Part No. SRP 41195/3 | 2 | NO |
| **20**<br>22810511 | **SPARES FOR GAS COMPRESSORS - ATLAS COPCO**<br>L.P. BOOSTER COMPRESSORS (APPLICATION - "A")MODEL FE 565-2 CAP : 5400 NM3/HR AT 960 RPM,OPERABLE UPTO 1200 RPM, SUCTION /DISCH PR 1.57.5KG/SQ.CM.<br>**GAS LIFT COMPRESSORS (APPLICATION - "B")**<br>MODEL FE565-2, CAPACITY 3200 NM3/HR AT 960 RPM OPERABLE UP TO 1200 RPM. SUCTION/DISCHARGEPRESSURE: 14/100 KG/SQ.CM.<br>**GAS STORAGE COMPRESSOR (APPLICATION-"C")**<br>MODEL FE56543, CAPACITY 2700 NM3 /HR AT 960RPM, OPERABLE UP TO 1200 RPM. SUCTION/DISCHARGEPRESSURE: 8.5/350 KG/SQ.CM.<br>**GAS INJECTION COMPRESSORS (APPLICATION -"D")**<br>MODEL FE 56543, CAPACITY - 3200 NM3/HR AT 960RPM OPERABLE UP TO 1200 RPM. SUCTION/DISCHARGEPRESSURE: 14/300 KG/SQ.CM.<br>GROUP : CONNECTING ROD/CROSSHEAD<br>Pin, Crosshead<br>Model : FE565-2/FE565-4 | 8 | NO |

**Tender No. & Date : SSG7331L25/04 22.08.2024**

| Item No./ Mat. Code | Material Description | Quantity | UOM |
|---|---|---|---|
| | Part No. 1-473855 | | |

**Standard Notes:** AS PER ANNEXURE ENCLOSED

# PART - B

| | | |
|---|---|---|
| **Annexure - F** | | **AA: General Notes to Bidders**<br>**BB: Additional Notes to Bidders** |
| **Appendix - F1** | | **Purchase Preference (linked with local content) policy** |
| **Appendix - F2** | | **Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP)** |
| **Appendix - A3** | | **Amendment to DMI&SP vide Gazette notification No. S-13026/1/2020- IDD dated 31.12.2020, Ministry of Steel for certain amendment to DMI&SP policy** |
| **Appendix - A4** | | **Restrictions on procurement from a bidder of a country which shares a land border with India.** |
| **General Terms & Conditions** | **:** | **General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).** |
| **Proforma - 1** | **:** | **Format for Bid Security Declaration** |
| **Proforma - 2** | **:** | **Format for Integrity Pact** |
| **Proforma - 3** | **:** | **Format for Performance Security** |
| **Proforma - 4** | **:** | **Format for undertaking towards submission of authentic information/ documents** |
| **Proforma - 5** | **:** | **Format for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India** |
| **Proforma - 6** | | **Form 10F** |
| **Proforma - 7** | **:** | **Format for No Business Connection or Permanent Establishment Certificate** |
| **Proforma - 8** | **:** | **Format for undertaking towards compliance of Financial Criteria** |
| **Proforma - 9** | **:** | **Format for Annual Turn Over and Networth Certificate** |
| **Proforma - 10** | **:** | **Format for Corporate Guarantee towards Financial Standing** |

# ANNEXURE – F

## AA: GENERAL NOTES TO BIDDERS:

1.0 Bidders without having E-tender Login ID and Password should complete their online registration at least 7 (seven) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender sitehttps://etender.srm.oilindia.in/irj/portal

1.1 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

2.0 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. However, if any of the clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

3.0 Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

4.0 Bidders are requested to go through **the '*Vendor User Manual*', '*Guidelines to Bidders for participating in OIL e-tenders*', '*New Instruction to bidders for submission of bid*' and '*Vendor User Manual for e-tendering*'** available in the e-portal home page before submitting offer in the e-portal.

5.0 Bids are invited online under **SINGLE STAGE COMPOSITE BID SYSTEM**. Bidder is requested to prepare the **TECHNO-COMMERCIAL BID (UNPRICED)** as well as the **PRICED BID** separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. Please do refer the User Manual provided on the portal on the procedure "How to create Response for submitting offer."

5.1 **The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Details of prices as per Price Bid format (Price Schedule) to be uploaded as attachment in the Attachment Tab "Notes and Attachments".**

| | |
|---|---|
| Notes and Attachments | ➔ **Only price details should be uploaded** |
| Technical attachments | ➔ **All technical bid documents except price details** |

***Bidders are requested to go through the 'New Vendor Manual', 'Guidelines to Bidders for participating in OIL e-tenders', 'New Instruction to bidders for submission of bid' and 'Vendor User Manual for e-tendering' available in the e-portal home page before submitting offer in system.***




5.2 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User - > Technical Bid. No price should be given in above Technical Rfx otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User - > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. Details of prices as per Price Schedule can be uploaded as Attachment under the attachment option under "Notes & Attachments".

6.0 **For the convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price Bid is invited by Company through attachment form under "Notes & Attachments" (i.e., NO PRICE CONDITION), Bidder must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc.. Under NO PRICE Condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the unloaded attachment and Bid Evaluation Criteria only. Online view of pries as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.**

7.0 In case of **SINGLE STAGE COMPOSITE SYSTEM**, priced bids of only those bidders will be opened whose offers are found to be techno-commercially & financially acceptable.

8.0 The prices must be strictly submitted as per the price bid format only uploaded under tab "Notes & Attachment". The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.

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

10.0 No Bid Security /Earnest Money Deposit (EMD) shall be applicable till **31.12.2022**. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed **PROFORMA - 1** along with their Technical bids.

11.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to GM Materials, Materials Department, Oil India Limited, Duliajan-786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.

a) Deleted
b) Any other documents which have been particularly asked for in this tender for submission.

11.1 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above-mentioned address before the bid closing date and time, failing which the offer shall be rejected.

12.0 **AMENDMENT OF TENDER DOCUMENTS:**
At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s).

12.1 The Corrigendum(s)/ Addendum(s) will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the e-tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

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

14.0 Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.

15.0 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

15.1 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.

15.2 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some

statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.0 A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BRC/BEC.

17.0 Indian Bidders shall indicate the following in their offer:

(i) Ex-Works unit and total price as per price bid format including packing, forwarding and insurance; all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection, testing and loading on transport carrier etc.

(ii) The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess (if applicable).

(iii) Built in CIF value of import for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc.

(iv) Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading and unloading of materials at site. The prices should be inclusive of all taxes, duties, levies etc.

18.0 Foreign Bidders shall indicate the following in their offer:

(i) Bidders shall submit their unit & total prices on FOB – International Port of Shipment, and C&F – Port of entry, India basis as detailed out in the Price Schedule. The request for different price basis is merely to facilitate the comparison of bids and will not in any way limit the OIL's right to contract on different terms.

(ii) Bidder shall also quote for Ocean Freight charges (including stowage charges) upto the port of entry, India, in the price schedule. The request for separate FOB Price and Ocean Freight is merely to facilitate the comparison of bids.

19.0 All shipments of material and containerised cargo shall be made by suitable vessels certified for seaworthiness and complying with National/ International safety regulations.

19.1 Seller shall inform the shipping details (Vessel details, Estimated Time of Arrival etc.) immediately on receipt of Bill of Lading. Detention & Demurrages, if any, due to early arrival of vessel, shall be to bidder's account.

20.0 In case of placement of order, 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 shall also be enhanced considering the quoted ocean freight charges.

20.1 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.

21.0 In case a Foreign Bidder's offer is based on certain component sourced within India, additional terms & condition specified elsewhere in the bid document shall be applicable in respect to such components.

22.0 In case any payment receipt of the foreign bidder against the order is subject to tax deduction at source in India, the Bidder shall quote their prices gross of Indian income tax. i.e., inclusive of Indian Income Tax at the applicable prevailing rate as per Indian Income Tax rules. OIL shall deduct at source the tax as applicable while making payments against each invoice for the services in India. Certificate for Tax Deducted at Source (TDS) shall be provided to the Seller.

23.0 Both Indian bidder and Foreign bidder must note that no trans-shipment en route is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL. No charges shall be payable for such transshipment and consequent handling/storage of the goods.

24.0 Indian bidders are required to indicate both Ex-works as well as FOR Destination price by road. OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.

25.0 Currency once quoted will not be allowed to be changed. OIL shall not be compensating for any exchange rate fluctuation.

26.0 **ROAD DESPATCH**

a) 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. [Note: Sundry Consignment with weight lesser than 03(three) Tons shall be delivered at OIL's approved transporters godown.]

b) 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.

c) The Seller shall ensure with Transport Company the delivery of materials within a reasonable transit period. Seller shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transhipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to OIL.

27.0 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. should be clearly mentioned in the bid.

28.0 **SHORT SHIPMENTS**

Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser.

29.0 **IMPORTANT NOTES**:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

a) Bid should be submitted online in OIL's E-procurement site up to 11.00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14.00 Hrs. (IST) at the office of the GM-Materials in presence of the authorized representatives of the bidders.

b) Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form (if any, required as per tender), if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition.

30.0 OIL shall be entering into an Integrity Pact, **if applicable** with the bidders as per format enclosed vide **PROFORMA - 2** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

OIL's Independent External Monitors at present are as under:

Shri Sutanu Behuria, IAS (Retd.),
e-mail ID : sutanu2911@gmail.com

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

Dr. Tejendra Mohan Bhasin,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

30.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact;

30.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

31.0 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.

31.1 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

31.2 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LIMITED is not responsible.

32.0 **PERFORMANCE SECURITY (If Applicable)**

Unless otherwise specified, the Seller shall furnish Performance Security to Purchaser in the form of a Bank Guarantee/Letter of Credit/ Demand Draft within 30 days of notification of purchase order/contract for the value and validity as per terms of Purchase order/contract. Performance Security shall be strictly as per the format prescribed vide **PROFORMA-3** to this document.

32.1 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

32.2 In case of overseas suppliers, the Performance Security can be accepted from any scheduled bank in India or from an International Bank having its branch in India registered with the Reserve Bank of India.

32.3 Performance Security issued by any foreign Bank which is not a scheduled Bank in India can also be accepted, provided the same is counter-guaranteed by any Branch situated in India of any scheduled Bank incorporated in India.

32.4 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in

India shall not be accepted.

32.5 Purchaser reserves the right to cancel the order and forfeit the corresponding Bid Security, in case of failure on the part of Seller to submit Performance Security as above.

32.6 The amount of Performance Security and the date of expiry of the Performance Security shall be as specified in the LOA/Purchase Order. Unless specified otherwise, the amount of Performance Security in case of Procurement of Goods shall be 3% of order value (excluding taxes & duties).

32.7 The Performance Security shall be in the denomination of the currency of Purchase Order or in equivalent US Dollars converted at the B.C. Selling Rate of State Bank of India, Kolkata main branch on the date of Purchase Order.

32.8 Bank Guarantees issued by a Bank 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.

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

32.10 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, Code Nos. of the authorized signatory with full name and designation and Branch Code.

32.11 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2017.

32.12 The Performance Security specified above must be valid for three (3) months beyond the Warranty Period (if any) indicated in the Purchase Order/Contract agreement. The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.

32.13 The Performance 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 Performance Security.

32.14 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2017

32.15 In case, the Performance Security in the form of a Bank Guarantee/ Letter of Credit 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 banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2017. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

32.16 In case of Bank Guarantee, the Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee
(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The

vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

32.17 In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.

32.18 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (3% of annualized contract value valid for three months beyond entire execution period).

33.0 Bidder upload completely filled up Commercial Check List **(Annexure – D)** and Bid Evaluation matrix (Technical) **(Annexure – E)** and Bid Evaluation Matrix (BRC) **(Annexure – F)** failing which their offer may be liable for rejection.

34.0 **PAYMENT TERMS**

Refer to "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.

35.0 **EFFECTIVE DATE OF CONTRACT/ORDER**:

Unless otherwise specified in the contrary, the date of LOA will be the start of the Contract/Order for all practical purposes.

36.0 **The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @12 % (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.**

**As per Notification no. 02/2022-Customs dated 01.02.2022, items appearing in List 33 (See S. No. 404 of the Table) shall only be eligible for Nil rate of Customs Duty towards import (for foreign bidders) as per Govt. Policy in vogue.**

Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes & Duties in India shall be to the account of Oil India Limited.

In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.

Supplier shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Suppliers shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.

In the event of the order, the successful bidder shall submit proforma/commercial invoice on or **before 45 days** of Delivery/Dispatch date stipulated in the order for processing Essentiality Certificate (EC) application.

37.0 Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.

38.0 **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. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA - 4** along with their offer failing which their offer shall be liable for rejection.

39.0 **COUNTRY OF ORIGIN**

Shall mean the place where the goods/products is/are manufactured or supplied from or the services are rendered.

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

39.2 In case of imported items, the successful bidder shall submit "Certificate of Origin" issued only by "Chambers of Commerce" along with the shipping document.

40.0 **GOODS & SERVICES TAX(GST)**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

   (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
   (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act,2017.
   (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017and all related ancillary Rules and Notifications issued in this regard from time to time.

2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes 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, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. **When Input tax credit is available for Set Off**

   Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL.OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

**When Input tax credit is NOT available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under thisContract.

8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

40.1 In case there is a requirement to obtain registration by the bidder under the Indian laws (including but not limited to GST) for carrying out the transaction proposed under the tender/contract, bidder shall be the sole responsible person for obtaining such registration. Further, any cost associated with obtaining any such registration or complying with Indian laws (including but not limited to GST) shall be borne by the bidder solely. Any additional tax burden (including interest and penalty etc.) arising out of non-compliance of this requirement by the bidder will be to the bidder's account.

40.2 In no case OIL shall bear any additional liability for the arrangement between bidder and its suppliers/sub-vendors for complying with 'local content'.

41.0 **PUBLIC PROCUREMENT POLICY AND PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:**

Bidders to note that 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. Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished in "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. Bidders are requested to take note of the same and to submit their offers accordingly.

41.1 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 Enterprises.

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

i. Udyam Registration No. with Udyam Registration certificate

**Note**: *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/ Woman Entrepreneurs should also be enclosed.*

41.2 For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate

authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

42.0 **POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PPLC):**

Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 and its amendment issued from time to time. Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished as **APPENDIX – A1** of the tender document. PP-LC Policy (including its latest modifications/amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this tender. Bidders are requested to go through the policy and take note of the following while submitting their offer.

1. Certification and Verification

   Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

   (i) At bidding stage:

   a) Price Break-up:
   - The bidder shall provide the percentage of local content in the bid.

   b)
   - The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
   - In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
   - However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

   (ii) After Contract Award

   - The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
   - In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
   - However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

2. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

5. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

43.0 **POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP):**

Policy for providing preference to domestically manufactured Iron and Steel products in govt. procurement, notified vide Gazette of India No 324 dated 29.05.2019 read with clarifications, if any issued by MoS on the policy **shall be applicable for this tender**. Bidders are required to confirm acceptance to the conditions of this policy.

Bidders who comply with all the provisions specified in **APPENDIX - A2** attached to this Tender Document and submit all the undertakings and documents applicable under the revised policy shall only be accepted.

43.1 Vide Gazette notification No. S-13026/1 /2020- IDD dated 31.12.2020, Ministry of Steel has issued certain amendment to the aforesaid policy. A copy of the said Gazette notification is also enclosed as **APPENDIX - A3**. Bidders are requested to take note of the same and to submit their offers accordingly, wherever applicable.

44.0 **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

Banning Policy dated 6th January, 2017as 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. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

a) Backing out by bidder within bid validity.
b) Backing out by successful bidder after issue of LOA/Order/Contract
c) Non/poor performance and order/contract execution default.

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.

45.0 **OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES:**

In case a Startup (*defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP*) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by

relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

46.0 **TAX COLLECTIBLE AT SOURCE (TCS):**

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 (IH) 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 …….. (As applicable) 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 (I H) of Income tax Act, 1961.

47.0 **DOCUMENT VERIFICATION**:

Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

| Sl. No. | Name of Independent Inspection Agency | Contact E-mail ID |
|---|---|---|
| i. | M/s. RINA India Pvt. Ltd. | a. ssd@rina.org<br>b. Andrea.Vattuone@rina.org |
| ii. | M/s. Dr. Amin Controllers Pvt. Ltd. | a. rkjain@rcaindia.net<br>b. info@rcaindia.net |
| iii. | M/s. GermanischerLlyod Industrial Services GmbH (DNV GL- Oil & Gas) | a. mangesh.gaonkar@dnvgl.com |

| | | |
|---|---|---|
| iv. | M/s. TÜV SÜD South Asia Pvt. Ltd. | a. Jaimin.Bhatt@tuv-sud.in<br>b. sanjaykumar.singh@tuv-sud.in<br>c. Pankaj.Narkhede@tuv-sud.in<br>d. Ajit.Yadav@tuv-sud.in |
| v. | M/s. IRCLASS Systems and Solutions Private Limited | a. abhishek.singh@irclass.org<br>b. pradeep.bansal@irclass.org<br>c. Asim.Hajwani@irclass.org<br>d. Amit.Ketkar@irclass.org<br>e. industrial_services@irclass.org |
| vi. | M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd. | a. contact@gulfllloyds.com<br>b. bbhavsar@gulfllyods.com<br>c. inspection@gulfllloyds.com<br>d. gulfllloyds.india@gmail.com |
| vii. | M/s. TUV India Private Limited | a. salim@tuv-nord.com<br>b. delhi@tuv_nord.com |
| viii. | M/s. TÜV Rheinland (India) Pvt. Ltd. | a. Shailesh.Deotale@ind.tuv.com<br>b. ravi.kumar@ind.tuv.com<br>c. rupeshkumar.singh@ind.tuv.com<br>d. Neeraj.Chaturvedi@ind.tuv.com |
| ix. | M/s. Bureau Veritas (India) Private Limited | a. udit.chopra@bureauveritas.com<br>b. vishal.sapale@bureauveritas.com<br>c. dinesh.sukhramani@bureauveritas.com<br>d. p.sridhar@bureauveritas.com<br>e. hariprasad.jhawar@bureauveritas.com<br>f. amit.shaw@bureauveritas.com<br>g. business.support@bureauveritas.com<br>h. labhanshu.sharma@bureauveritas.com<br>i. pramodkumar.yadav@bureauveritas.com<br>j. sonal.lad@bureauveritas.com<br>k. bvindia.corporate@in.bureauveritas.com |

47.1 The Bidders have to get the various documents required against BEC/BRC of the tender verified and certified by anyone of the above Independent Inspection Agencies and submit the duly certified documents alongwith the Inspection Certificate issued by the Inspection Agencies as part of their Technical Bids. It may be noted that the scope of inspection is primarily to verify the authenticity of the documents being submitted as part of the bid. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

47.2 As mentioned above, Bidder(s) have to submit the verified documents and the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents against BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

47.3 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:

a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/ verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at **no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**

c) Verification of documents are normally categorised as under:

➢ **General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company – last three years (minimum)
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

➢ **Additional Documents: (If applicable against the tender)**

- Joint Ventures Agreements – To Double-check with JV Partners
- Consortium Agreements – To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern

➢ **Technical Criteria**

- To check Experience Proof –
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- To check Original Work Order/Contract Copy
- To check any other document(s), if called for vide BEC/BRC of the Tender.

➢ **Financial Criteria**

- Check and verify Audited Balance Sheet/CA certificate – Turnover & Net Worth.
- Check Notarization validity, if any
- To check the Line of Credit, if incorporated in the tender.

48.0 **RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:**

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 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. Clause on applicability of above restriction is furnished as **APPENDIX – A4** of the tender document. Bidders are requested to take note of the clauses and submit their offers accordingly, wherever applicable.

**"Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or works, only if the bidder is registered with the competent authority"**

Bidders must submit duly sealed & signed undertaking as per format provided vide, "**PROFORMA 5**" along with the technical bid.

49.0 **TAX RESIDENCY CERTIFICATE CLAUSE:**

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; (**PROFORMA - 6)**
   (c) No Permanent Establishment in India Declaration (**PROFORMA – 7**)

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 DT AA 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 s9:1pplier obtains a certificate u/s. 197 /195(3 )-** TDS need to be deducted as per the directions contained in such certificate.

   c. **In any other case- (i.e. where there is no DTAA) and supply involves pure supply of goods and payment exceeds Rs. 2 Crore as per amendment u/s 9( I):**
   The non-resident shall be deemed to constitute Business connection in India and in such a situation TDS has to be made based on a 197 /195(3)/195(2) certificate issued by the Income Tax Authorities in India in order to avoid any future litigation."

50.0 **ANTI-DUMPING DUTY:**

The Clause No. 3.0 in Section-'E' (Special Terms & Conditions for Tubulars) of General Terms & Conditions for Global Tender (MM-GLOBAL/E-01-2005- July 2012) on Anti-Dumping Duty stands deleted. The following guidelines are to be noted and considered by the bidder for submission of bid.

1. Government of India vide Notification No. 18/2016-Customs(ADD) dated 17.05.2016 has imposed, Anti-Dumping Duty and 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.

2. 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.

50.1 Bidders to refer to Ministry of Finance, Govt of India's Notification, No. 18/2016-Customs (ADD) dated 17.05.2016 and subsequent amendment vide Notification No. No. 7/2017-Customs (ADD) dated 17.02.2017 (including its latest modifications/amendments, if any) for detailed guidelines in this regard.

In case of Items where Third Party Inspection clause is present:

After placement of Purchase order the successful bidder shall submit Soft copy of Third Party Inspection certificate and other certificates stipulated in the PO to the following in advance after completion of Third Party Inspection:

**GM- Materials, OIL INDIA LIMITED, Duliajan, Assam, Pin – 786602**

After successful verification of the documents by OIL, despatch clearance shall be provided and payment shall be made by OIL.

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## BB: ADDITIONAL NOTES TO THE BIDDER

**1.0 BIDDER TO ADHERE:**

The bidder shall be deemed to have examined the complete Bid Document including technical specifications, terms & conditions, all attachments & annexure thereto and taken due cognizance of the contents to their full satisfaction prior to submitting Bid. Any lack of information shall not relieve the Seller in any way of its responsibility to fulfil obligations under the purchase order/contract in entirety.

**2.0 EFFECTIVE DATE OF CONTRACT/ ORDER:**

Unless otherwise specified in the contrary, the date of LOA will be the start of the Contract/Order for all practical purposes.

**3.0 CONFIDENTIAL INFORMATION:**

The Seller/Bidder shall treat all designs, drawings, specifications, data or information supplied by OIL (whether written or verbal) as confidential and shall use its best endeavours 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 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 Seller's possession.

**4.0 PATENT AND OTHER RIGHTS:**

4.1. The 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 Seller.

4.2. 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 Seller thereof as soon as possible and 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. Notwithstanding above, OIL reserves the right to initiate action against the seller.

**5.0 ASSIGNMENT:**

5.1. The Seller shall not transfer or assign 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 Seller of any of his obligations, which might have arisen before such permission was given.

5.2. The Seller shall not sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted subletting shall not relieve the Seller of any of his obligations under the contract/purchase order and shall be wholly responsible for compliance of the terms of the Contract/Purchase Order.

**6.0 TAXES, DUTIES & LEVIES:**

6.1. DOMESTIC SUPPLIER:

(a) Domestic Seller shall be responsible for all taxes/duties/ licence fee etc. incurred until the delivery of goods to the Purchaser. However, GST (Goods & Service Tax) as applicable on the finished product shall be reimbursed by the Purchaser.

(b) GST at applicable rate (s) shall be payable for the supplies to be made against this purchase order/ contract. However, supplier is required to take note of the Anti-Profiteering clause provisioned in GST and raise/submit supply invoice(s) incorporating the following details:

**(i) OIL-Provisional GSTIN:**
**(ii) GST Registration Details of Supplier:**
**(iii) Item-wise HSN Code:**
**(iv) Applicable Rate of GST:**

**(v) Total amount of benefit passed on to OIL due to reduction in rate of Tax (if so) or from Input Tax Credit by way of commensurate reduction in Prices under Anti Profiteering clause:**

In addition to above, the Supplier must submit an undertaking to OIL certifying that the benefit accrued to them on account of reduction in tax rate(s) or from Input Tax Credit has been entirely passed on to OIL under anti-profiteering provision of GST Act, 2017

(c) For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

(i) "GST" means any tax imposed on the supply of goods and/or services under GST Law.
(ii) "Cess" means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
(iii) "GST Law" means IGST Act 2017, CGST Act 2017, UTGST Act, 2017and SGST Act, 2017and all related ancillary Rules and Notifications issued in this regard from time to time.

(d) Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the Vendor/Supplier/Contractor must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the Vendor/Supplier/Contractor to ensure that the intended benefits of GST have been passed on to OIL.

(e) Vendor/Supplier/Contractor agrees to do all things but not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/ debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and also for claiming input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

(f) In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all such claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Vendor/Supplier/Contractor.

(g) In case of ICB tender, wherever OIL issues Project Authority Certificate to domestic Seller for availing duty-free import of raw material and component, any variation in the custom duty within the contractual completion period of the purchase order/contract shall be to Purchaser's account on CIF value of import declared by the Seller in its Bid.

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

(i) Income Tax on the value of the Services rendered by the 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.

(j) Tax deduction certificate shall be issued by Purchaser for the Tax deducted at source as per provision of Act.

(k) GST TDS shall be applicable for as per the provisions of the CGST Act 2017

13.2 FOREIGN SUPPLIER:

a) All taxes, duties and levies imposed outside India shall be the responsibility of the Seller and charges thereof are included in the item rates and shall be to the Seller's account.

b) All taxes, duties and levies imposed inside India on the ordered materials/goods shall be borne by the Purchaser. However, taxes, levies as may be payable in India on services, if included any in the order/contract, including the installation & Commissioning, training etc. shall be to Seller's account.

c) Income Tax on the value of the Services rendered by the 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.

d) Tax deduction certificate shall be issued by Purchaser for the Tax deducted at source as per provisions of Act.

e) As per Income Tax Act, 1961 Foreign bidders should submit (along with their technical bid) following particulars, which 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):

(i) Whether the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependent Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by OIL and if, yes, address of the Fixed Place PE or name & address of the Dependent Agent?

(ii) Whether by carrying on activities in relation to its engagement by OIL, the non-resident constitutes an Installation/Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence?

(iii) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by OIL are attributable to such PE?

(iv) If the remittances to be made to the non-resident under his engagement by OIL are attributable to a PE which it has in India, what quantum of the profits resulting to the non-resident from his engagement by OIL, can be said to be attributable to the role played by the PE, and the basis of arriving at such quantum?

(v) If no part of the remittances to be made to the non-resident under his engagement by OIL is attributable to a PE which it has in India, what are the reasons for the same?

(vi) Non-resident's complete address (not necessarily in India), e-mail address. phone number with International Dialling code.

(vii) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), what is that PAN?

(viii) Country of tax residence of the non-resident supported by a TRC issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory.

(ix) In accordance with Rule 21AB of the Income-tax Rules, 1962, along with the TRC, the non-resident shall also furnish the requisite information in the prescribed "Form 10F".

(x) A declaration as to the country which can be regarded as the non-resident's principal place of business. This could be the same as his country of tax residence or different depending on facts.

(xi) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

f) In view of above and 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):

- Tax Residency Certificate (TRC)
- Form No. 10F
- No Business Connection or Permanent Establishment Certificate

g) 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. 10F and/or PE within the specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it would otherwise have been deducted. Such increased tax liability shall be recovered from the Foreign Supplier.

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

**7.0 CHANGE IN LAW:**

7.1. In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date and which results in increase in rate of taxes and duties on the supply of goods/services to PURCHASER under the PURCHASE ORDER (other than personnel and Corporate taxes), the SUPPLIER shall be indemnified for any such increased taxes and duties by the PURCHASER subject to the production of documentary proof to the satisfaction of the PURCHASER to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by PURCHASER.

7.2. Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date and which results in any decrease in the rate of taxes and duties on the supply of goods/services to PURCHASER, (other than personnel and Corporate taxes), the SUPPLIER shall pass on the benefits of such reduced cost, taxes or duties to the PURCHASER, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

7.3. All taxes & duties (except where otherwise expressly provided in the Purchase Order) as may be levied/ imposed in consequences of execution of the Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the tender closing date, shall be to SUPPLIER's account. Any increase/decrease in the rate of such duties, taxes after the tender closing date, but within the contractual completion/mobilization date as stipulated in the PURCHASE ORDER will be to the account of PURCHASER.

7.4. Any increase in the rate of taxes & duties after the delivery completion/ mobilization date or during the extended period will be to the SUPPLIER's account, where delay in completion /mobilization period is attributable to the SUPPLIER. However, any decrease in the rate of taxes and duties after the delivery completion/ mobilization date will be to PURCHASER's account.

7.5. The prices given in the Price Bid are based on the applicable tariff as indicated by the SUPPLIER. In case this information subsequently proves to be wrong, incorrect or misleading, PURCHASER will have no liability to reimburse/pay to the SUPPLIER the excess duties, taxes, fees, if any finally levied / imposed by the

concerned authorities. However, in such an event, PURCHASER will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

7.6. Notwithstanding the provision contained in clause 7.1 to 7.4 above, the Purchaser shall not bear any liability in respect of:

(i) Personal taxes on the personnel deployed by Purchaser, his sub-contractor, Agents etc.
(ii) Corporate taxes and Fringe benefit tax in respect of Supplier and all of their sub- contractors, agents etc.
(iii) Other taxes & duties including Customs Duty, and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the Supplier.
(iv) Any liability on the Seller, which was accrued under the old law or contract, which the Contractor is obligated to pay either to the PURSHASER or to the Government Authority.

7.7. The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of goods/services to PURCHASER and not applicable on taxes and duties on input (goods and services).

7.8. Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

**8.0 TRANSFER OF TITLE AND RISK OF LOSS:**

8.1. For Indigenous Material(s):

The transfer of property and risk in Indigenous Material(s) shall be deemed to take place as follows:

a) For despatch on FOB Despatch Station basis: On handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to OIL.
b) For delivery on DDP Destination basis: On receipt of the Material(s) by OIL at the destination station.

8.2. For Imported Material(s):

The transfer of property and risks in Imported Material(s) shall be deemed to take place as follows:

a) For FOB/FCA deliveries: On handing over the Material(s) to the carrier and issue of clean Bill of Lading/Airway Bill (except for freight to pay) and its transmission to OIL.
b) For CIF/C&F deliveries: Transfer of title and risk of loss passes to OIL when delivered on board the ship by vendor who pays the transportation cost upto the destination port or to the designated destination airport (as per INCOTERMS).

**9.0 LIMITATION OF LIABILITY:**

Notwithstanding any other provisions except only in cases of wilful misconduct and/or criminal acts;

a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the SELLER nor the PURCHASER shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the SELLER to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the purchase order/contract, the aggregate liability of the Seller in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Seller, or to any obligation of the Seller to indemnify the Purchaser with respect to Intellectual Property Rights or liquidated damage or Performance Bank Guarantee.

c) Purchaser shall indemnify and keep indemnified Seller harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

d) The consideration or object of the purchase order/contract/agreement must remain lawful all the time till completion of successful execution. Consideration or object of the purchase order/contract/agreement is lawful unless -

- it is forbidden by law; or
- is of such nature that, if permitted, it would defeat the provisions of any law; or
- is fraudulent; or involves or implies, injury to the person or property of another; or
- the Court regards it as immoral, or opposed to public policy;

In each of these cases, the consideration or object is said to be unlawful and such purchase order/contract/agreement of which the consideration or object is unlawful is void and cannot be enforced.

**10.0 INDEMNITY AGREEMENT:**

10.1. Except as provided hereof, Seller agrees to protect, defend, indemnify and hold Purchaser harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Seller's employees, agents, sellers and sub-sellers or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

10.2. Except as provided hereof, Purchaser agrees to protect, defend, indemnify and hold Seller harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Purchaser's employees, agents, sellers and sub-sellers or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**11.0 TRANSIT INSURANCE:**

11.1. All goods supplied under the consequent purchase order shall be fully insured in the freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

11.2. The Seller shall ensure that in effecting despatch of materials, the primary responsibility of the shipper/carriers/transporter for safe movement is always retained so that the Purchaser’s interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each shipment/consignment.

11.3. Against Purchase Orders placed on overseas/foreign Supplier, where shipment is on FOB/FCA or CFR basis, marine insurance shall be the responsibility of the Purchaser. The Supplier/Seller shall send OIL information of the proposed shipment/consignment well in advance by e-mail/courier to enable OIL to take necessary action for the marine/air/transit insurance of the shipment/consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor’s risk. However, in case the delivery is on CIF/CIP terms, the marine insurance is to be arranged and paid for by the Seller naming the Purchaser as beneficiary.

11.4. Against Purchase Orders placed on domestic/indigenous Suppliers, where delivery is on FOB Despatch Station basis, the transit insurance from FOB point onwards shall be arranged and borne by the Purchaser. The Supplier/Seller shall send OIL information of the proposed shipment/consignment in OIL’s web site www.oil-india.com (Under Vendor Category > Transit Declaration. Any failure by the Vendor to do so shall place the consignment at the Vendor’s risk. However, in case of delivery on DDP Destination basis, transit insurance shall be arranged and paid by the Seller naming the Purchaser as the beneficiary.

11.5. Purchase orders against which the transit/marine insurance is to be arranged by OIL, the Seller/Supplier must comply the following, failing which the entire risk & responsibility pertaining to the shipment/consignment shall be to Seller's account:

(a) Overseas/Foreign Supplier: The Seller shall notify OIL's Shipping Office at Kolkata, India in advance per e-mail/courier all information on the proposed shipment/consignment for Purchaser to take necessary action for the marine/air/transit insurance.

(b) Shipment must be made under deck In the event of Seller's inability to ship the material under deck, Purchasers prior concurrence must be obtained for shipping consignment over deck and all details must be faxed to Purchaser and the port consignee for arranging insurance accordingly.

(c) Domestic/Indigenous Supplier: Seller shall notify the despatch details to Purchaser immediately and update the consignment details in OIL's website www.oil-india.com (Under for Vendor -> Transit Declaration).

11.6. Seller must notify the shipment/despatch details to Purchaser immediately.

**12.0 PROGRESS REPORT:**

12.1. In consistent with the agreed terms, upon demand from Purchaser, upon receipt of purchase order, the Seller shall submit a time schedule for all key events during the execution of the order, so as to monitor the progress.

12.2. Based on the above time schedule the Seller shall furnish a monthly report on the progress of the order to the Purchaser. Without assuming any obligations, Purchaser may review the progress from time to time and advise the seller to take necessary corrective action to improve and to have a catch-up programme any time, if found not satisfactory.

12.3. Notwithstanding the above, if Seller fails to catch up and does not make satisfactory progress, Purchaser can notify the Seller in writing for take necessary action to make it good. If the Seller does not comply with the notice, the Purchaser shall be at liberty to take over the job and get it done by alternative source at the risk and cost of Seller.

**13.0 LANGUAGE:**

All related documents as well as subsequent correspondences between the Seller and the Purchaser shall be in English language only.

**14.0 REPEAT ORDER:**

Purchaser reserves the right to place repeat order or extend the ordered quantity against any/all items within the currency of the purchase order up to 50% of the original ordered quantity on same terms & conditions and rate(s) not exceeding the original ordered rate(s).

**15.0 SUB-CONTRACTS / ASSIGNMENT:**

15.1. Subcontracting/assigning to third parties shall not take place either in whole or in part without the prior written consent of the Purchaser, which the Purchaser may grant or deny as per its discretion and violation of same shall entitle the Purchaser to cancel the order in whole or in part and claim damages.

15.2. Purchase Order shall be issued in the name of bidder only and no request for issuance of the Purchase Order to a third party shall be entertained.

**16.0 TIME IS THE ESSENCE OF PURCHASE ORDER/CONTRACT:**

The time and the date of delivery/completion as stipulated in the contract/purchase order shall be deemed to be the essence of the contract/purchase order.

**17.0 DELIVERY:**

17.1. **For Foreign Bidders only:**

In case of Imported Material, the foreign Supplier shall make shipment only after prior approval of the OIL's Shipping Office at Kolkata, email: oilcalsh@oilindia.in. Demurrage, if any, on account of not obtaining approval from OIL, prior to shipment, will be seller accounts.

Prior to shipment, Supplier is required to furnish Commercial Invoice for OIL to complete import formalities. Also, the supplier shall arrange to obtain shipment clearance prior to shipment of materials from Head-Kolkata Branch, Oil India Limited, 15A, Hemanta Basu Sarani, Kolkata-700001, E-Mail: oilcalsh@oilindia.in. The supplier shall affect shipment only on receipt of shipment clearance from OIL, failing which all related liabilities shall be to supplier's account.

17.1.1. Delivery shall be deemed to have been made in case of FOB/FCA purchase order/contract, when the goods have been loaded on board of the designated vessel or aircraft at the designated port or place of shipment, securely packed and unless otherwise determined, shall be deemed to be the date of the relative Bill of Lading or Airway Bill. The date of Bill of Lading (excluding the freight forwarder nomination time) shall be considered as the date of delivery for overseas/foreign Sellers.

17.1.2. However, in case of CFR/CIF/CIP purchase order/contract, the date of IGM (Import General Manifesto) shall be considered as the date of delivery for overseas/foreign Sellers.

17.2. **For Indian Bidders only:**

Requisite Certificate for claiming concessional GST, wherever applicable shall be obtained by OIL from competent authority after receipt of supplier's invoice. Suppliers are requested not to dispatch ordered materials without receiving such Certificates from OIL, failing which liabilities, if any, shall be to supplier's account.

In case of indigenous purchase order on domestic Supplier, delivery shall be deemed to have been completed based on the order terms as under:

(a) FOB Despatching Station basis: The date of LR/ GR/ RR/ Airway Bill/Courier Dockets (as applicable) shall be considered as the date of delivery.

(b) DDP Destination basis: The date of receipt of goods at designated site/destination by the Purchaser or its authorised Consultant/Representative shall be considered as the date of delivery.

(c) All FOC (Free of Cost) items or Warranty replacement items must be supplied on DDP (Delivery Duty Paid) up to Destination basis without any cost to OIL.

**18.0 INGREDIENTS DISCLOSURE:**

(a) If any of the items ordered constitute or contain "hazardous or toxic chemicals" or "hazardous substances" or flammable or hazardous "petroleum products" or "dangerous goods" as defined by International Air Transport Association (IATA) or State or local law, rule or regulation, Seller shall provide at the time of delivery all required notices and information and approval from OIL before shipment. Seller agrees to maintain such information current and shall provide Buyer with any amended, altered or revised information on a timely basis. Seller warrants that the goods supplied under this Agreement do not contain any substance whose use is prohibited under International Air Transport Association (IATA) or State or local law, rule or regulation.

(b) Prior to and with the shipment of the goods purchased, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate placarding and labels on goods, containers, packing and vehicles used for shipment) of any "hazardous substance" which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise Buyer and third parties, including transportation carriers and Buyer's employees, as to the degree of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use, recycling or disposal of the goods.

**19.0 PACKING & MARKING OF GOODS/EQUIPMENT:**

19.1. 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 overseas Suppliers, the packing should be sea-worthy/air-worthy.

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

19.3. 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 should be suitably covered with tape/cap to prevent ingress of water.

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

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

19.6. 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.

19.7. Items prone for pilfering should be packed in boxes and not in bags.

19.8. 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 noncompliance with the above Para Nos. 19.1 to 19.4 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.

19.9. Items that can be packed in bundles must be secured with strong wires or bands near each end and at regular intervals along the length to prevent splaying and ensure rigidity. Bundles must be suitably tagged using labels which are securely fastened by the ties clearly stencilled with mark, number and port mark.

19.10. Bundles or pieces must be adequately painted and marked as per item specifications.

19.11. In case of tubular, the weight of each bundle should not exceed 2 MT.

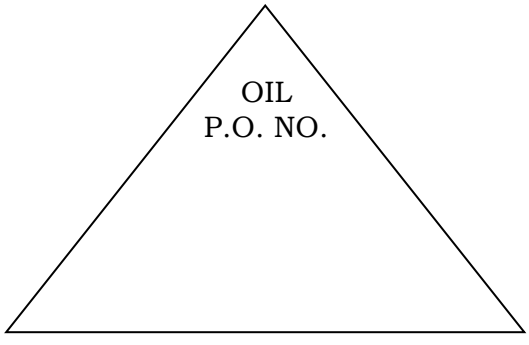
19.12. All spares are to be labelled with purchaser's order number and item number in addition to seller's part number, if any.

19.13. Electrical equipment must be suitable for use in humid and tropical climate and be specially treated / finished to prevent deterioration / corrosion. Insulation is to be non-hygroscopic and preferably vacuum dried and pressure impregnated.

19.14. Each box/crate/pallet/piece should be clearly marked on atleast two sides with OIL's Purchase order number, consignee name and address, consignment note number, package number and total number of packages.

19.15. <u>Shipping Mark in case of foreign order to be despatched by sea/air:</u>

Please put the following shipping mark clearly on each package / piece:




_____

For ultimate use at ---

In addition to the shipping mark as shown above, packages must be marked on two sides with net and gross weights in kilograms and measurements in centimetres and country of origin. For pieces over 1 MT these dimensions must be marked on all sides to facilitate identification in case of shipping marks becoming obliterated.

All packages, wherever possible, should have a label placed inside bearing a clear impression of the external, mark, number and port mark.

19.16. Shipment confirmation by overseas/foreign Suppliers:
The foreign Seller shall advise the Purchaser by email or fax immediately after the shipment is affected with details of name of shipping line and vessel/airline and flight number, date of shipment, port of shipment, number and date of Bill of Lading/AWB, terms of delivery, number of packages, weight and volume of consignment and brief description of goods.

19.17. Road Despatch by domestic Suppliers:

19.17.1. In the event of an order other than DDP Destination terms on indigenous Seller, the materials shall be despatched through OIL's approved transporter/carrier (which will be specified in the order) on "Door Delivery" basis.

19.17.2. For orders placed on DDP Destination basis on indigenous Seller, the materials shall be despatched through reputed Bank approved transporters/carriers 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 Seller.

19.18. Rail Despatch by domestic Suppliers:
In case of Rail despatch, the indigenous Seller shall be fully responsible for arranging the required railway wagons/rake. Tubular consignment will be despatched preferably in open type wagons. In case of despatch by other wagons, prior approval of OIL is to be taken. Height of the wagons should not exceed 4.6 metres.

19.19. Weight and Size Limitation of Packages:

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

Above dimensional restrictions must not be violated without prior approval from the Purchaser. The finished packing should be in the form of a box under the limited dimensions.

**20.0 TRANSPORTATION:**

20.1. OVERSEAS/FOREIGN SUPPLIER:

a) Where the Seller is required to undertake delivery of goods on FOB terms, documentation, handling &inland transportation upto putting the ordered goods on the board at port of loading shall be arranged and paid by the Seller. The total order value includes all such costs/FOB charges etc. For the orders issued on FOB/FCA terms, OIL reserves the right to convert the order from FOB/FCA Port of export to C&F Kolkata term considering the ocean/air freight quoted by Seller in their offer. In such case, seller shall submit enhanced performance security amount considering the quoted ocean freight charges as notified by OIL.

b) Where the Seller is required to undertake the delivery of goods on CFR or CIF basis, documentation, handling & transportation of goods upto the port of discharge in the country of destination, as specified in the purchase order, shall be arranged and paid by the Seller. The total order value includes all such associated costs upto the port of discharge in the country of destination.

c) In case of air-shipment of sundry consignments (gross weight upto 100Kg), OIL may nominate its Air-cargo Consolidation Service Provider to receive such duly packed consignments at their warehouse nearer to the gateway airport from various Sellers for arranging onward air-shipment upto the destination airport in India on consolidation basis. Seller, in consultation with the nominated air-cargo consolidation Service Provider, shall arrange for and bear all costs associated with preparation of documents, handling & inland transportation of such consignments upto the warehouse/gateway airport against purchase orders placed on FOB/FCA (by air) terms.

d) All shipments of material and containerised cargo shall be made by suitable vessels certified for seaworthiness and complying with National/ International safety regulations and age (vintage) of the vessel being less than 25 years.

20.2. DOMESTIC/INDIGENOUS SUPPLIER:

a) Where the Seller is required to undertake delivery of goods on FOB despatch station basis, the cost of handling & loading of goods on the carrier of Purchaser's nominated transporter/rail shall be arranged and paid by the Seller. The total order value includes all such associated costs.

b) Where the Seller is required to undertake delivery of goods on DDP destination basis, handling & transportation of goods upto the designated site of the Purchaser, as specified in the purchase order, shall be arranged and paid by the Seller. The total order value includes all such associated costs.

20.3. Both Indian bidder and Foreign bidder must note that no trans-shipment en route is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL. No charges shall be payable for such transhipment and consequent handling/storage of the goods.

**21.0 DOCUMENTATION (FOR OVERSEAS/ FOREIGN SUPPLIERS):**

21.1. This is a very important requirement. Seller is required to strictly follow this requirement and shall forward the document, as mentioned below, by air mail / courier immediately after the shipment is made:

| | **Addressee** | **List of Documents** | **No. of copies** |
|---|---|---|---|
| (A) | To Purchaser's Banker through whom the L/C is established: | i) Clear negotiable Bill of Lading (Complete set)/ AWB duly signed and without any overwriting | -1 |
| | | ii) Negotiable Copy of Invoice | -1 |
| | | iii) Certificate of Origin copy | -1 |
| | | iv) Declaration of Third-Party Inspection (TPI) Agency as per **Proforma C** in **original, whenever involved** | -1 |
| (B) | To Head (Kolkata Office)<br>Oil India Limited<br>15A, Hemanta Basu Sarani<br>Kolkata-700 001<br>Fax No. (91) 33-22101390/ 22202596 | i) Copy of non-negotiable Bill of Lading/ AWB | -3 |
| | | ii) Copy of non-negotiable invoice signed as in original in all pages | -5 |
| | | iii) Certificate of Origin | -3 |
| | | iv) Packing List | -2 |
| | | v) Catalogues/ Literature, wherever applicable | -1 |
| | | vi) Safety data sheet sets (in case of chemicals) | -2 |
| | | vii) Tax Residency Certificate | -1 |
| | | viii) Form No 10F (PROFORMA - D). | -1 |
| | | ix) No Business Connection or Permanent Establishment Certificate (PROFORMA - E). | -1 |

| | | | | |
|---|---|---|---|---|
| (C) | To concerned purchase official, Oil India Limited (To be incorporated sphere wise) | i)<br>ii)<br>iii)<br><br>iv)<br>v) | Copy of non-negotiable Bill of Lading / AWB<br>Copy of non-negotiable invoice<br>Test / Inspection / TPI Certificate, If any (**Original**+Copy)<br>Literature / Catalogue, if applicable<br>Packing List | -1<br>-1<br>-2<br><br>-1<br>-1 |
| (D) | To concerned finance official, Oil India Limited (To be incorporated sphere wise) | i)<br>ii) | Copy of non-negotiable invoice<br>Bill of Lading/AWB/ House AWB | -1<br>-1 |

Note: Literature/ catalogue is not required in case of spares (unless otherwise stated in the main order)

21.2. The Seller shall be responsible for making available the shipping documents as mentioned above to the Purchaser's bankers and to Purchaser's Kolkata office within seven (7) days (3 days in case of shipment from ports nearby Kolkata port like Singapore) prior to the listed arrival of the vessel at Kolkata port. For air consignments, documents should be received within seven (7) days from date of dispatch. If the documents are not made available as requested, it will not be possible for Purchaser to clear the consignments through Customs at the discharging port in time and the same will accrue demurrage. Such demurrage and other expenses incurred by Purchaser due to late submission of documents (both negotiable and non-negotiable) or submission of incorrect documents by the Seller will be recoverable fully from the Seller/their Indian agent.

**22.0 <u>DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):</u>**

22.1. Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.

22.2. Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.

22.3. Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

**(I) WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY:**

| | | | |
|---|---|---|---|
| A) | To concerned finance official Oil India Limited | i)<br>ii)<br>iii)<br>iv)<br>v)<br>vi)<br>vii)<br>viii)<br>ix) | Bill in original + one copy<br>Copy of the C-Note/RR<br>Copy of Mill Inspection Certificate, if any<br>Copy of Third-Party Inspection Certificate, if any.<br>Copy of Delivery Challan<br>TPI Declaration as per Proforma C enclosed. (Original)<br>Copy of Tax Invoice<br>Copy of packing list.<br>Documentary evidence of payment of Customs Duty, if any |
| B) | To concerned receiving official Oil India Limited | i)<br>ii)<br>iii)<br>iv)<br>v)<br>vi)<br>vii)<br>viii) | Clear Consignee copy of RR/C-Note-Original+1 copy<br>Copy of Tax Invoice<br>Delivery Challan (Original)<br>Packing list (Original)<br>Mill inspection certificate, if any (Original)<br>Third Party Inspection certificate, if any (Original)<br>TPI Declaration as per Proforma C Enclosed-One Copy<br>Warranty Certificate (Original) |
| C) | To concerned purchase official Oil India Limited | | One set consisting copies of all the documents as mentioned in (B) above |

Note: *Where payment term is after receipt and acceptance of materials, the complete set of documents meant for Chief General Manager (A/P) as indicated in para 22.3 (I) (A) should be submitted to Dy. General Manager Materials (Receiving).*

**(II) WHEREVER DOCUMENTS TO BE NEGOTIATED THROUGH BANK:**

| | | | |
|---|---|---|---|
| (A) | To purchaser's Bankers (SBI/UBI/UCO /CANARA/ALLAHABAD BANK): One complete set of documents comprising of following + One extra set<br><br>Above documents should be sent to Banker with clear instructions to them that the extra set of copies of above documents must be sent to Chief General Manager (A/P), OIL along with the intimation from Bank. | i)<br><br>ii)<br>iii)<br><br>iv)<br>v)<br>vi)<br>vii)<br>viii)<br>ix) | Clear Consignee copy of C-Note/ RR-Original Bill – Original<br>Mill Inspection Certificate, if any – 1 copy<br>Third Party Inspection certificate, if any – 1 copy Declaration by Third Party Inspector – 1 copy<br>Delivery Challan – 1 copy<br>Tax Invoice-Original<br>Packing List – 1 copy<br>Warranty Certificate – 1 copy<br>Documentary evidence of payment of Customs Duty, if any |
| (B) | To concerned finance official Oil India Limited | i)<br>ii)<br>iii)<br>iv)<br><br>v)<br>vi)<br><br>vii)<br>viii)<br>ix)<br>x) | Bill (Original + One Copy)<br>Copy of the C-Note/RR<br>Copy of Mill inspection certificate, if any<br>Copy of Third-Party inspection certificate, if any Copy of delivery Challan<br>Declaration by Third Party Inspector as per Proforma C enclosed. (Original)<br>Copy of Tax Invoice<br>Copy of packing list.<br>Copy of warranty certificate<br>Documentary evidence of payment of customs duty, if any |
| C) | To concerned receiving official Oil India Limited | i)<br><br>ii)<br>iii)<br>iv)<br>v)<br>vi)<br><br>vii)<br><br>viii) | Clear Consignee copy of RR / C-Note-Original +1 copy<br>Copy of Tax Invoice<br>Delivery Challan (Original)<br>Packing list (Original)<br>Mill inspection certificate, if any (Original)<br>Third Party Inspection certificate, if any (Original)<br>Copy of declaration by third party inspector as per Proforma C enclosed<br>Warranty Certificate (Original) |
| D) | To concerned purchase official Oil India Limited | | One set consisting of copies of the documents as mentioned in (B) above |

**23.0 <u>INSPECTION AND TEST</u>:**

23.1. The Purchaser reserves the right to inspect and/or to test the goods/ equipment through its inspector to confirm that goods being supplied are in conformity to the order specifications.

23.2. The required inspection/test and place where such inspection/test is to be conducted shall be as specifically mentioned under the Technical Specifications/Special Conditions of Purchase Order/ Contract.

23.3. The Seller shall notify the Purchaser giving the date for inspection of the materials after its readiness so that purchaser may depute its inspector. The Purchaser shall communicate to the Seller the detail of inspector being deputed. In case of third-party inspection, the Seller shall notify the third-party inspection agency as provided in the purchase order/contract and shall also simultaneously inform the Purchaser and co-ordinate the inspection/testing of materials through the designated third-party inspection agency. In all

such cases, the Seller shall give sufficient notice period as mentioned in the purchase order so as to mobilize the inspector.

23.4. The inspection/test may be conducted at Seller's works or at the final destination. When the inspection is carried out at Seller's, all facilities for inspection/testing including man-power, equipment etc. shall be provided by the Seller without any extra cost to the Purchaser.

23.5. Should any goods after inspection fails to conform to the specification, the Purchaser can reject such materials and the Seller shall have to replace such rejected materials/components complying with the required specifications without any extra cost to Purchaser.

23.6. Purchaser having inspected goods at Seller's works and cleared for despatch does not waive the right of the Seller/Purchaser to inspect the materials at final destination after arriving at Purchaser's site.

23.7. As may be necessary or specified in the purchase order, pre-despatch inspection may also be carried out by a team of officials from the relevant discipline of OIL.

23.8. Any and all expenses incurred in connection with test, preparation of report and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at Seller's expense.

23.9. Arrangement for any inspection/ Certification required by Indian statutory authority shall be to Seller's account.

23.10. Nothing mentioned at sub-clauses under 23.0, shall in any way relieve the Seller from any warranty or other obligations under the purchase order/contract.

**24.0 PRICE REDUCTION SCHEDULE FOR DELAY IN DELIVERY:**

24.1. Subject to Force Majeure clause, if the Seller fails to deliver any or all ordered goods or to perform the service within the time period as specified in the purchase order, the Purchaser shall, without prejudice to other remedial measures under the purchase order, deduct from the purchase order price, a sum calculated (Liquidated damage) on the basis of the purchase order price, including subsequent modifications.

24.2. Deductions shall apply as per following formula:
In case of delay attributable to seller in delivery of ordered goods or delay in completion as per order terms, price reduction @ 0.5% per week of delay 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 % of the total supply order value (excluding site work). GST and other charges on account of deduction will be required to be paid by supplier/seller.

24.3. In case of package items (ordered as a complete system), the price adjustment shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved).

24.4. In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables etc.), price adjustment clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.

24.5. In case of delay in delivery on the part of Seller, the invoice / document value shall be reduced as above and payment shall be released accordingly by the Purchaser.

24.6. In the event the invoice value is not reduced appropriately for the delay by the Seller, the Purchaser reserves the right to deduct the amount so calculated, from any amount falling due to the Seller or by recovery against the performance guarantee.

24.7. Both Seller and Purchaser agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the Purchaser would have suffered on account of delay/ breach on the part of the Seller and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding.

**25.0 FORCE MAJEURE:**

25.1. In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the purchase order the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

25.2. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the SELLER's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by SELLER's fault; declared epidemic/pandemic or disaster; acts and regulations of respective Govt. of the two parties, namely the PURCHASER and the SELLER and civil commotions, lockout not attributable to the SELLER

25.3. Upon occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party by a registered letter duly certified by the statutory authorities immediately but not later than 7(seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

25.4. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts. The extension of time shall be the sole remedy of the Seller for any delay under this clause and the Seller shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Seller hereby waives and disclaims any and all contrary rights.

25.5. If the force majeure conditions persist for a period exceeding two (2) months, the Purchaser reserves the right to cancel the purchase order in full or in part.

**26.0 TERMINATION OF PURCHASE ORDER:**

26.1. Termination for Non-performance:

26.1.1. The Purchaser without prejudice to any other remedy for breach of purchase order, by giving a written notice for non-performance to the Seller, may terminate the purchase order in whole or in part for following reasons:

i. In case a specified delivery schedule is not adhered to or the progress of the manufacturer or supply of the item is not satisfactory and is not in accordance with the progress schedule, or
ii. In case Seller fails to deliver any or all part of the goods within the time period specified in the purchase order, or
iii. If the Seller fails to perform any other obligation under the purchase order, and
iv. If the Seller, in the either of the above condition, does not cure his failure within a stipulated period of 30 days (or such a longer period may authorize by the Purchaser in writing) after receipt of notice of non-performance from the Purchaser.
v. In case Seller fails to deliver any or all part of the goods as per specifications, stipulated in the Purchase Order.

26.1.2. In the event the Purchaser terminates the purchase order in whole or in part, pursuant to clause 26.1.1, the Purchaser may procure, in the manner as deemed fit, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the purchase order to the extent not terminated. In such situation, Purchaser at its option shall forfeit the performance security without further any notice to the Seller.

26.1.3. In case of termination of the purchase order, due to reason mentioned at para 26.1.1, the vendor shall be put on holiday as per the provision of Banning Policy, 2017 of the Purchaser.

26.2. Termination on account of Death:

If the Seller is an individual or a proprietary concern and the individual or the proprietor dies or if the Seller is a partnership concern and one of the partner dies then unless, the Purchaser is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying

out and completing purchase order, the Purchaser is entitled to cancel the purchase order for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Seller and/or to the surviving partners of the Seller's firm on account of the cancellation of purchase order. The decision of the Purchaser in such assessment shall be final & binding on the parties. In the event of such cancellation, the Purchaser shall not hold the estate of the deceased Seller and/or the surviving partners of Seller's firm liable for any damages for non-completion of the purchase order.

26.3. Termination in case of Liquidation/Bankruptcy/Insolvency:

26.3.1. In the event that the Seller, at any time during the term of the purchase order, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Purchaser shall, by a notice in writing have the right to terminate the purchase order and all the rights &privileges of the Seller hereunder shall stand terminated forthwith.

26.3.2. However, Purchaser shall be at liberty to give the Receiver or Liquidator or other person, the option of carrying out the purchase order subject to his providing a guarantee upto an amount to be agreed upon by Purchaser for due and faithful performance of the purchase order.

26.4. Termination for Convenience:

26.4.1. The Purchaser may, by written notice sent to the Seller, terminate the purchase order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the purchase order is terminated and the date upon which such termination becomes effective.

26.4.2. The goods that are complete and ready for shipment within 30 days after the Seller's receipt of notice of termination shall be purchased by the Purchaser at the purchase order terms and prices. For the remaining goods the Purchaser may opt:

(a) to have any portion completed and delivered at the purchase order terms and prices, and/or
(b) to cancel the remainder and pay to the Seller an agreed amount for partially completed goods and for materials and parts previously procured by the Seller.

26.5. Termination due to change of ownership and Assignment:
In case the SUPPLIER's rights and /or obligations under the Purchase Order and/or the SELLER's rights, title and interest to the equipment/ material, are transferred or assigned without the PURCHASER's written consent, the PURCHASER may at its option, terminate this Purchase Order. PURCHASER shall not be however under any obligation to accord consent to the SUPPLIER for change of ownership & assignment of the contract.

26.6. Notwithstanding any provisions herein to the contrary, the Purchase Order may be terminated at any time by the SELLER on giving 07(Seven) days written notice to the SELLER due to any other reason not covered under the above Article from 26.1 to 26.5 and in the event of such termination the PURCHASER shall not be liable to pay any cost or damage to the SELLER except for payment for the goods, already delivered as per the Purchase Order upto the date of termination.

26.7. On termination of the Purchase Order, without prejudice to any other right or remedy available to OIL under the Purchase Order, in the event of OIL suffering any loss on account of delayed delivery or non-delivery or inferior quality of the material, OIL reserves the right to claim and recover damages from the Vendor in respect thereof.

26.8. Termination for submission of fraudulent documents:
If any information given by a bidder is found to be incorrect in any particular considered by OIL to be relevant for the evaluation of the bid/ tender, or is found by OIL to misrepresent or conceal facts, or if any of the documents submitted by the bidder in support of or relevant to the bid/ tender is found by OIL to be forged, false or fabricated, OIL shall reject the bid, and without prejudice to any other right(s) of action or remedy available to OIL, OIL shall forfeit the Earnest Money given by the bidder list as per the provision of Banning Policy, 2017 of OIL. If prior to the discovery of the incorrect information, misrepresentation or forged, false or fabricated document (s), the bid has resulted in a Purchase Order/Contract, the Purchase

Order/Contract shall be liable to be terminated by OIL. In such situation the performance security / EMD shall be forfeited.

**27.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**

(Applicable in case of the Tenders/Purchase Orders involving Fabrication, Installation and Commissioning at Purchaser's site)

27.1. It will be solely the SELLER's responsibility to fulfill and to comply all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.)

27.2. It will be entirely the responsibility of the Supplier/ his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/ Safety Officer/ Engineer/ Official/ Supervisor/ Junior Engineer for safe operation.

27.3. Any compensation arising out of the job carried out by the SELLER whether related to pollution, Safety or Health will be paid by the Seller only.

27.4. Any compensation arising due to accident of the Seller's personnel while carrying out the job, will be payable by the Seller.

27.5. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Purchaser shall have the right to direct the Seller to cease work until the non-compliance is corrected.

**28.0 APPLICABLE LAW AND JURISDICTION OF COURT:**

28.1. The consequent Contract/Purchase Order shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of the Commercial Courts situated in Dibrugarh(or the Place where the contract is executed) and Principal Bench of Gauhati High Court( or the High Court under whose territorial jurisdiction, the place falls, where the contract is executed).

28.2. The consequent Contract/Purchase Order including all matter connected with the Contract/Purchase Order, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

**29.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

29.1. ARBITRATION (APPLICABLE FOR SUPPLIER/CONTRACTOR OTHER THAN PSU/GOVT. DEPARTMENTS AND MSMEs):

29.1.1. Except as otherwise provided elsewhere in the purchase order, if any dispute, difference, question or disagreement arises between the parties or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the consequent purchase order/contract or breach thereof which parties are unable to settle mutually or through mutually appointed Outside Expert Committee (OEC), the same shall be referred to Arbitration as provided hereunder:

29.1.2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

29.1.3. The number of arbitrators and the appointing authority shall be as under:

| Claim Amount (excluding claim for interest and counter claim, if any) | Number of Arbitrator | Appointing Authority |
|---|---|---|
| Upto Rs.5.00 Crore | Not Applicable | Not Applicable |
| Above Rs.5.00 Crore and Upto Rs. 25 Crore | Sole Arbitrator | OIL |
| Above Rs. 25 Crore | Three Arbitrators | One Arbitrator by each party and the 3rd Arbitrator, who shall be the Presiding Arbitrator, by the two Arbitrators. |

29.1.4. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

29.1.5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.

29.1.6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

29.1.7. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

29.1.8. Each party shall be responsible to decide for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for planning for travel/ stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

29.1.9. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

29.1.10. The Arbitration shall be held at the place from where the contract /purchase order has been awarded. However, parties to the contract / purchase order can agree for Venue of Arbitration, different from the place of arbitration within India for the convenience of all concerned.

29.1.11. The fees to arbitrator(s) shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996. The fees to the arbitrator(s) and secretarial expenses shall be paid in following manner:

(i) 20% of the fees on submission of Statement of Claim and Counter Claim by the Claimant and Respondent respectively
(ii) 20% of the fees on completion of pleadings
(iii) 20% of the fees on commencement of the hearing
(iv) 40% of the Fees on conclusion of hearing and before passing of final award.

However, subject to agreement by the Parties, the arbitrator(s) may determine a lump sum amount to be paid towards arbitrator's fees and secretarial expenses by the parties on commencement of the proceedings, which is to be adjusted against first instalment of payment, as prescribed in sl.(ii) above.

29.1.12. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

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

29.1.14. It is agreed and undertaken by the Parties that irrespective of country of origin of the SELLER, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

29.2. ARBITRATION (APPLICABLE IN CASE OF PURCHASE ORDER AWARDED ON CPSE AND GOVT. DEPARTMENTS/ORGANIZATIONS):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

The Committee of Secretaries at the First level (tier) shall finalise its decision within 3(three) months after having received the reference/notice in writing regarding the dispute from the concerned aggrieved party.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause.

29.3. ARBITRATION (APPLICABLE TO MICRO, SMALL AND MEDIUM ENTERPRISE)

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

**30.0 RESOLUTION OF DISPUTES THROUGH CONCILIATION BY OUTSIDE EXPERT COMMITTEE (OEC):**
***(Not applicable in cases valuing less than Rs 25 lakhs)***

30.1. If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the purchase order/contract or breach thereof which parties are unable to settle mutually, subject to consent of the Seller, the Purchaser at its discretion may first refer to conciliation through Outside Expert Committee (OEC) to be constituted by CMD, OIL as provided hereunder.

30.2. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

30.3. CMD, OIL shall nominate three outside Experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

30.4. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

30.5. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

30.6. The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

30.7. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same or may accept part of the recommendation. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

30.8. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

30.9. OIL will share all other guidelines regarding reconciliation through OEC with the supplier when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

30.10. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract / purchase order.

It is expected to conclude a case by OEC within 8-10 weeks. The place of conciliation shall be Guwahati for all purchase orders issued from the Field HQ, Duliajan and Pipeline HQ, Guwahati, whereas, New Delhi shall be the Place of Conciliation for all other Purchase Orders issued by other spheres of OIL.

Solicitation or any attempt to bring influence of any kind on either OEC Members or PURCHASER is completely prohibited in conciliation proceedings and PURCHASER reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the SELLER or its representatives.

**31.0 EXCLUSIONS**

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

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the Bidder / Seller and/or with any other person involved or connected or dealing with bid / contract / bidder / Supplier.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder / Supplier.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

**32.0 SET-OFF:**

Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under the consequent order or any other purchase order 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 the purchase order or under any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

**33.0 DISPOSAL OF REJECTED MATERIALS AT PURCHASER'S SITE:**

In case any material is rejected by the Purchaser after receipt at site, the Seller shall be informed about the same including the reasons for rejection. Seller shall also be advised about the location where the rejected materials are lying at risk and cost of the Seller. The Seller shall also be advised to remove or dispose of the materials within 4(four) weeks from the date of notice, failing which the Purchaser will be entitled to dispose-off the materials at risk and cost of the Seller.

**34.0 ERRING / DEFAULTING AGENCIES:**

Erring and defaulting agencies like bidder, Seller, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

**35.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

*It is expressly understood and agreed upon by and between SUPPLIER and PURCHASER that PURCHASER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that PURCHASER is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ Supplier expressly agrees, acknowledges and understands that Purchaser is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ SUPPLIER hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of the Purchase Order and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under the Purchase Order.*

**36.0 WAIVERS:**

It is fully understood and agreed that none of the terms and conditions of this agreement shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

**37.0 SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

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# APPENDIX – A1

## POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP -LC) IN ALL PUBLIC SECTOR UNDERTAKINGS UNDER MINISTRY OF PETROLEUM AND NATURAL GAS- AMENDED

**1. Preamble**

1.1. In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and

1.2. Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and

1.3. Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.

1.4. Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;

1.5. Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;

1.6. This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

**2. Definitions**

2.1. **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

2.2. **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.

2.3. **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

2.4. **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.

2.5. **Supplier of goods and/or provider of service** shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

**'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.

**'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.

**'Non-local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.

2.6. **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.

2.7. **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.

2.8. **Purchase preference**: Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

2.9. **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

2.10. **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.

2.11. **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.

2.12. **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.

2.13. **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.

2.14. **Indian Company** means a company formed and registered under the Companies Act, 2013.

2.15. **Foreign company** means any company or body corporate incorporated outside India which- (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

**3. Scope**

3.1. The regulation shall be intended to:

3.1.1. Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

3.1.2. Support and boost the growth of innovation/technology of domestic manufacturing sector.

3.2. This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51 % or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

3.3. This policy shall not include goods/services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.

3.4. The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

3.5. The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

**4. <u>Procurement</u>**

4.1. The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.

4.2. In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.

4.3. **Margin of Purchase preference**: The margin of purchase preference shall be 20%.

4.4. (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

(b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.

(c) Only Class-I local supplier and Class-I I local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.

(d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.

4.5. In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.

4.6. The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

4.7. If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

4.8. For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meets any of these tests with respect to India.

**5. Purchase Preference- Linked with Local Content (LC)**

5.1. In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

5.1.1. The manufacturers/service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

5.1.2. Wherever the goods/services are procured under this policy, eligible (techno commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.

5.1.3. **Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

5.1.3.1. However, if L1 bidder happens to be a Class-I Local supplier, the entire procurement value shall be awarded to such bidder;

5.1.3.2. If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class-I Local supplier for quantity not less than 50%, as may be divisible.

5.1.3.3. In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class-I Local supplier for the entire quantity.

5.1.4. **Services/ EPC Contracts**: The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

5.1.5. For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

5.1.6. The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7. The procedure for award under the policy is at **Enclosure - I.**

**6. Determination of LC**

6.1. **LC of goods**

6.1.1. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

6.1.2. The criteria for determination of the local content cost in the goods shall be as follows:

a) in the case of direct component (material), based on country of origin;
b) in the case of manpower, based on INR component.

6.1.3. The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2. **LC of service**

6.2.1. LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2. The total cost of service shall be constituted of the cost spent for rendering of service, covering:

a) cost of component (material) which is used;
b) manpower and consultant cost; cost of working equipment/ facility; and
c) general service cost.

6.2.3. The criteria for determination of cost of local content in the service shall be as follows:

(a) in the case of material being used to help the provision of service, based on country of origin;
(b) in the case of manpower and consultant based on INR component of the services contract;
(c) in the case of working equipment/facility, based on country of origin; and
(d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
(e) Indian flag vessels in operation as on date.

6.3. **LC of the EPC Contracts:**

6.3.1. LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2. The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3. The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.4. **Calculation of LC and Reporting**
LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

**7. Certification and Verification**

7.1. Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2. <u>At bidding stage:</u>

(a) Price Break-up:
- The bidder shall provide the percentage of local content in the bid.

(b)
- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3. After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.2. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

7.3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

7.4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

7.5. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

**8. Governance and Supervision**

8.1. A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.

8.2. The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

**9. Sanctions**

9.1. The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

9.2. The sanctions may be in the form of written warning, financial penalty and blacklisting.

9.3. In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.

9.4. A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.

9.4.1. The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

10. **Clarification on Goods/Services**: Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.

11. **Powers to grant exemption and to reduce mmimum local content**: Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,

    a) Reduce the minimum local content below the prescribed level; or
    b) Reduce the margin of purchase preference below 20%; or
    c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

12. **Time Period**: The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

# Enclosure - I

## PROCEDURE FOR AWARD OF CONTRACTS

**Procedure for award of contracts under this policy shall be as follows:**

1.1 In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2 In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L 1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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# APPENDIX – A2

## POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS

**(*The detailed Steel Policy notified vide Notification No. 324 dated 29-05-2019 and as amended from time to time by Ministry of Steel, GOI is applicable for this tender and may be referred from Ministry's website-also attached herewith.*)**

**1.0 Background**

1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP).

**2.0 Definitions**

2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.

2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as per Appendix-A of revised steel policy.

2.3 **Domestic Manufacturer is a manufacturer of iron & steel products** conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.

2.4 **Government** for the purpose of the Policy means Government of India.

2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.

2.6 **MoS** shall mean Ministry of Steel, Government of India.

2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties.

2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.

2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.

2.10 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A of revised Steel Policy.

2.11 **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3.1 The policy is applicable to iron & steel products as provided in Appendix A of revised Steel Policy.

3.2 Appendix A of revised Steel Policy contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel

3.3 The policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.

4.0 For iron and steel products in Appendix A of revised Steel Policy, the procurement process is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets.

Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.

4.1 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:

4.1.1 The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.

4.1.2 The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.

4.1.3 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

**5.0 Domestic value addition requirement**

5.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A of revised Steel Policy.

5.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.

5.2.1 In case the iron & steel products are made using domestic input steel (semi-inished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to OIL.

5.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.

5.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

Domestic value addition (%) = (Net selling price of Final Product–Landed cost of imported input steel at plant) * 100/ (Net Selling Price of Final Product)

**6.0 Certification and audit**

6.1 For products in Appendix A of revised Steel Policy, each domestic manufacturer shall furnish the Affidavit of self-certification to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in Form 1 attached.

6.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to OIL and shall continue to be filed till the completion of supply of the said products.

6.3 OIL shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of OIL to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.

6.4 In case a complaint is received by OIL against the claim of a bidder regarding domestic value addition in iron & steel products, OIL shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

6.5 Any complaint referred to OIL shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to OIL within 2 weeks of filing the complaint.

6.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the OIL. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with OIL to establish bonafides of claim.

6.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by OIL if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate.

**7.0 Sanctions**

7.1 In case of wrong declaration by the bidder of the prescribed domestic value addition it will lead to rejection of their bid or cancellation of PO and Forfeiture of EMD/SD as the case may be and blacklisting of such manufacturer/ service provider.

**FORM-1**

**Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs.100/- Stamp Paper Date:**

I _____S/o, D/o, W/o, _____ Resident of _____
_____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No._____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the OIL is hereby authorized to forfeit and my EMD/SD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document No. …….

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
ii. Date on which this certificate is issued
iii. Iron & Steel Products for which the certificate is produced
iv. Procuring agency to whom the certificate is furnished (OIL)
v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
vi. Name and contact details of the unit of the manufacturer (s)
vii. Net Selling Price of the iron & steel products
viii. Freight, insurance and handling till plant
ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
x. List and total cost of input steel which are domestically sourced.
xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

**For and on behalf of (Name of firm / entity)**
Authorized signatory (To be duly authorized by the Board of Directors)
**<Insert Name, Designation and Contact No.>**
.....

**Notes:**

1.0 For iron and steel products in Appendix A, the procurement process is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.

2.0 Each domestic manufacturer shall furnish the Affidavit of self-certification to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed.

**3.0 Domestic value addition requirement**

3.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A of revised Steel Policy.

3.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.

3.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to OIL.

3.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with. It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

4.0 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to OIL and shall continue to be filed till the completion of supply of the said products.

**********

# APPENDIX - A4

## RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

1.0 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 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, "**PROFORMA - 5**" along with the technical bid.

I. 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.

**Validity of Registration**:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

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

III. "Bidder from a county 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.

IV. The beneficial owner for the purpose of (III) above will be as under:

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 per cent 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 shareholders agreements or voting agreements;

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.

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 or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of 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.

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

7. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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# PROFORMA - 1

## 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/ Addenda), 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:

# PROFORMA – 2

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 3 years.

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

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

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the

documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

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

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

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

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

…….

For the Principal

Date :

Place : ……..
For the Bidder/Contractor

Witness 1: .....

Witness 2: .....

……..
For the Principal

……..
For the Bidder/Contractor

Witness 1: .....

Witness 2: .....

Place.
Date .

# PROFORMA – 3

## PERFORMANCE SECURITY FORM

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

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

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

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

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

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

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

A. Issuing Bank:

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

B. Controlling Office:

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs ..... .
b) This guarantee shall be valid till ..... .
c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).
d) At the end of the claim period that is on or after . . . . .. .. … (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation: _____
Name of Bank: _____
Address: _____

Date: _____
Place: _____

## PROFORMA - 4

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

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

Ref. No_____ Date _____

To,

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

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

Sir,

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

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

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

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

Signature of Authorised Signatory

Name :
Designation :
Phone No.
Place :
Date :

(Affix Seal of the Organization here, if applicable)

## PROFORMA - 5

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

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

**Ref. No_____**
**Date:_____**

Tender No. _____Date:_____

**OIL INDIA LIMITED**
**MATERIALS DEPARTMENT,**
**DULIAJAN, ASSAM, INDIA**

**Dear Sirs,**

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

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

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

Signature of Authorised Signatory
Name :
Designation :
Phone No.
Place :
Date :
(Affix Seal of the Organization here, if applicable)
Note : This form should be returned along with offer duly signed.

# PROFORMA - 6

**FORM NO. 10F**

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

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

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

| ***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.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

# PROFORMA - 7

**(On the official Letter Head of the Bidder)**

**NO BUSINESS CONNECTION OR PERMANENT ESTABLISHMENT CERTIFICATE**

To

Date:_____

Oil India Limited
Duliajan, Assam
India - 786602

Sir,

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

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

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

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

For ……

Authorised Signatory

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

**Definition of Business Connection**

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

*(a) Has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident, unless his activities are limited to the purchase of goods or merchandise for the non-resident; or*

*(b) Has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or*

*(c) Habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:*

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

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

## PROFORMA - 8

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

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

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

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

Place :…….
Date :……. **Signature of the authorized signatory**

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

## PROFORMA – 9

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

**TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD**

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from audited financial statements of M/s…… (Name of the bidder) for the last 3 (three) completed accounting years upto……(as the case may be) are correct.

| YEAR | TURNOVER In INR (Rs.) Crores/ USD Million* | NET WORTH In INR (Rs.) Crores / USD Million* |
|---|---|---|
| | | |
| | | |
| | | |

*Rate of conversion (if used any): USD 1.00 = INR …….

Place:
Date:

Seal:

Membership No.:
Registration Code:

Signature:

***Applicable for Global Tenders.***

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

# PROFORMA – 10

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

**DEED OF GUARANTEE**

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

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

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

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

| | |
|---|---|
| for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable)<br><br>Witness:<br>1.<br>2. | for and on behalf of (Bidder)<br><br>Witness:<br>1.<br>2. |

# OIL INDIA LIMITED

(A Government of India Enterprise)
**P. O. DULIAJAN - 786 602**
**ASSAM (INDIA)**
**FAX NO. : 91-374-2800533**
**E-Mail : material @ oilindia.in**

# GENERAL TERMS AND CONDITIONS FOR GLOBAL TENDER

# INTRODUCTION TO BIDDERS

## THE BIDDING DOCUMENT :

### 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 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.

**WHERE TO SEND THE BID**: **Head (Materials)**
**Oil India Limited**
**P. O. Duliajan - 786 602**
**ASSAM(INDIA)**

# 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 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 FEES :

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. Tender documents to the bidders against their request received through post shall normally be mailed to them through post only. OIL will not take any responsibility for any delay in receipt of the tender documents by the bidders or any transit loss/damage of the tender documents.

2.3 In case of Press tenders, where bidders are required to purchase the tender documents, Bidders must enclose the proof of purchasing the tender documents along with their Bids.

2.4 **EXEMPTION OF TENDER FEE** :

2.4.1 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.

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

2.4.3 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.

2.5 **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, tender documents will be issued Free of Charge to the parties who had purchased tender documents against the cancelled tender.

## 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 OIL will in no case be responsible or liable

for those costs, regardless of the conduct or outcome of the bidding process.

5.0 **AMENDMENT TO BIDDING DOCUMENTS :**

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 in writing.

## PREPARATION OF BIDS :

**6.0 LANGUAGE 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 Price Schedule shall be furnished by the bidder as per proforma vide ANNEXURE - II (A / B), enclosed. The prescribed proforma duly filled in and signed should be returned intact whether quoting for any item or not. When any item is not being quoted by the Bidder, the corresponding space should be filled up by the words “Not Quoting”. The Price Schedule shall be complete and free from ambiguity, change or interlineations.

7.2 In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, duly signed showing the tender number. In such cases reference to the additional page(s) must be made in the bid.

7.3 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.

7.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

7.5 Bidders should offer firm prices. Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.

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 as shown in the Price schedule vide Annexure – IIA & IIB.

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 **TRAINING (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** :

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** :

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 Bidders registered with DGS&D are exempted from submitting Bid Security for the items they are registered with DGS&D. Valid registration certificate with DGS&D 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.

9.8.3 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 10.3(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 Annexure-IIA / IIB 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.

## SUBMISSION AND OPENING OF BID :

### 12.0 SUBMISSION OF OFFER :

### 12.1 SEALING AND MARKING OF BIDS :

12.1.1 Offers should be sent in triplicate in double sealed envelope.

12.1.2 The original offer in bidders own original letterhead duly signed by authorised signatory and stamped should be marked as ORIGINAL and the two copies as DUPLICATE & TRIPLICATE. All the three copies of offer should be put in a sealed envelope bearing the following details on the left hand top corner:

i) Oil India Ltd.'s Enquiry No.
ii) Bid closing date
iii) Brief Description of materials
iv) Bidder's Name, official address with Phone Nos. & Email address.

**NOTE** : Bidder's Name, Address, Phone Nos., Email address as described above should be indicated on the inner envelope to enable OIL INDIA LTD to return the late bid to the bidder, if necessary.

12.1.3 The sealed inner envelope containing the offers should then be put in another envelope bearing the following address:

Chief Materials Manager
Oil India Limited
P. O. Duliajan - 786 602
ASSAM (INDIA)

**12.2 Special methods of marking & sealing where tender is called under "TWO BID SYSTEM" & "TWO STAGE BIDDING SYSTEM" :**

12.2.1 In case of **TWO BID SYSTEM**, bidders shall prepare the technical and commercial bids in triplicate separately and shall put these in two separate envelopes marked as "Techno-commercial "Unpriced Bid" and "Priced Bid". Both the envelopes containing the "Unpriced Bid" and "Priced Bid" should be supersribed with bid closing date., enquiry no, bidder`s name and brief description of materials, and sealed and then put inside another envelope superscribing the enquiry no., bid closing date, bidder`s name and brief description of materials. The "Unpriced Bid" shall contain all techno-commercial details except the prices which shall be kept blank. The "Priced Bid" must contain the price schedule and the bidder's commercial terms and conditions.

12.2.2 Under **TWO STAGE BIDDING SYSTEM**, bidders are required to submit only the Techno-commercial "Unpriced Bids" in the first stage. The "Priced Bids" will be submitted at a later date when called for by OIL.

12.3 Any offer not complying with the above submission procedure will be rejected.

12.4 **Bids must be submitted in original**. No offer should be sent by Telex / Cable / Fax / E-mail/telephone unless specifically asked for in writing. Bids not complying with above will be rejected.

12.5 Bidders shall offer directly and not through their agents. Offers made by agents on behalf of their principals will not be accepted and the same will be summarily rejected (except as eligible as per clause 1.2 above). However any bid of the foreign party forwarded by their

Indian Agent under cover of their letter shall also be considered as valid.

## 13.0 DEADLINE FOR SUBMISSION OF BIDS :

13.1 Offers must be received at the office of the Chief Materials Manager, Oil India Limited at Duliajan, Assam(India) by the Bid Closing date & time mentioned in the Notice Inviting Tender (NIT).

13.2 Timely delivery of the offer at the above address is the responsibility of the bidder.

## 14.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS :

14.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. 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 RETURN OF LATE BIDS :

16.1 Bids received after Bid Closing Date & time will be treated as "Late Bids". In case of tenders where Bid Security has been called for, the late bids shall be returned to the bidders immediately. In all other cases, the late bids will be destroyed by OIL.

## 17.0 OPENING OF TENDERS :

17.1 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 any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

## 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 RETURNED WITH THE OFFER.

## 20. 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 sea-worthy.

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 therefrom.

## 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 not-withstanding 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 pre-estimated 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 re-enactment 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.

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# 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 PAYMENT TERMS :**

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.

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 non-responsive 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.

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# 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 @ 4 % ( 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 concessional 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 transporter (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 non-responsive 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 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorised representative on all pages failing which the bid shall be liable for rejection.

1.6 Offers received through Telex / Cable / Fax / E-mail/telephone shall be rejected unless specifically asked for in writing. Similarly offers

received as xerox/ photocopy which is not on original letterhead of the Bidder & not duly signed & stamped will be rejected.

1.7 Bids shall contain no interlineation, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person (s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

1.8 Any offer containing incorrect statement will be rejected

1.9 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.

1.10 Bids not submitted in compliance with Special methods of marking & sealing under Two Bid / Two Stage Bidding system mentioned in Para 12.2 of Section A (whenever applicable) will be rejected.

1.11 Bids submitted without all the cost details required vide Para 7.1 of Section A and Annexure II-A/B will be rejected.

1.12 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 FOB price per metre.

ii) Firm C & F Kolkata price per metre
iii) Third Party Inspection charges per metre

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) Ex-works price per meter
ii) Third Party Inspection charges per meter
iii) FOR price per meter - nearest operating Rail head (despatching point)
iv) Duties, Taxes, if any.
v) Import content, if any ( Statement like “maximum import content” shall not be entertained and import content must be quantified clearly)

## 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.

**********

**ANNEXURE – I**

# BID SUBMISION 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 am/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.:
Email address:

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

**ANNEXURE - II A**

OIL'S TENDER NO.:

OFFER REF.:

Date of receipt of OIL's tender by bidder :

## PRICE SCHEDULE FOR FOREIGN BIDDERS

| Item No. | Quantity | Unit Rate | Extended Price |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| Etc. | | | |
| | | **Total Material Value** | |

| | Shipment By Sea | Shipment By Air |
|---|---|---|
| (A) Total Material value : | | |
| (B) Packing Charges : | | |
| (C) Ex-works price including packing (EXW): ( A + B above ) | | |
| (D) FOB / FCA charges up to port of Shipment: (Gateway Airport in case air shipment) | | |
| (E) Total FOB / FCA value : (Port of Shipment) (Gateway Airport in case air shipment) ( C + D above ) | | |
| (F) Freight up to Kolkata (Discharging Port), India: | | |
| (G) Total C &F Calcutta value : ( E + F above ) | | |
| Minimum FOB/FCA charges for partial order for reduced quantity/item : | | |
| Indian Agent's Name & address : | | |
| Indian Agent's commission | Amount (Strike out whichever is not applicable) | (Included /Payable extra) |
| Currency quoted : | | |

| | | |
|---|---|---|
| Delivery | : | |
| Validity of bid | : | |
| Payment terms | : | |
| Net weight (Kgs.) | : | |
| Gross weight (kgs.) | : | |
| Volume (Cu.M.) | : | |
| Port of shipment<br>(Gateway Airport in case air shipment) | : | |
| Country of Origin | : | |

**When specifically called for in the Tender:**

| | | |
|---|---|---|
| Third Party inspection charges | : | Amount (included / payable extra )<br>(Strike out whichever is not applicable) |
| Bid Bond reference (if applicable) | : | |
| Installation & Commissioning Charges including to & fro fare | : | |
| Training cost & details | : | |

Offer Ref .....…… Dated .....

OIL's Tender No. .....……. Signed ……..…..…..

For & on behalf of .....Designation .....

**ANNEXURE - II B**

OIL'S TENDER NO.:

OFFER REF. :

Date of receipt of OIL's tender by bidder :

## PRICE SCHEDULE FOR INDIAN BIDDERS

| Item No. | Quantity | Unit Rate | Extended Price |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| Etc. | | | |
| | | **Total Ex-factory Material Value** | |

(A) Total Ex-factory Material value :

(B) Packing and forwarding charges :

(C) Central excise duty, if any : Amount (included / payable extra )
(Strike out whichever is not applicable)

(D) Total FOR / FOT despatching station (Operating rail head / despatching station) ( A + B + C above) :

(E) Central Sales Tax : Amount (included / payable extra )
(Strike out whichever is not applicable)

(F) Inland freight By Road up to Duliajan :

(G) Insurance :

(H) Total FOT Duliajan value* :
( D + E + F + G above )

IMPORT CONTENT :

Currency :

Delivery :

Validity of bid :

Payment terms :

| | | |
|---|---|---|
| Despatching Station | : | |
| Chapter, Heading & Sub-heading of the Excise Tariff | : | |
| Address of the Factory from where the goods will be despatched | : | |
| Net weight (Kgs.) | : | |
| Gross weight (kgs.) | : | |
| Volume (Cu.M.) | : | |

**<u>When specifically called for in the Tender</u>:**

| | | |
|---|---|---|
| Third Party inspection charges | : | Amount (included / payable extra ) (Strike out whichever is not applicable) |
| Bid Bond reference (if applicable) | : | |
| Installation & Commissioning Charges | : | |
| Training cost & details | : | |

(* Transit Insurance will be borne by OIL in case of other than FOR/FOT destination orders and hence should not be included in offered rates. However, in case of FOR/FOT destination orders, the transit insurance shall be arranged and paid by successful bidder.)

Offer Ref .....…… Dated .....

OIL's Tender No. .....……. Signed …….....….....

For & on behalf of .....Designation .....

**ANNEXURE – III**

## EXCEPTION / DEVIATION PFOFORMA

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 and conditions of 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 deviation.

OR

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

| Clause No. of Bidding Document | Full compliance/ not agreed | Exceptions/deviations taken by the Bidders | REMARKS |
|---|---|---|---|
| | | | |

Signature of the Bidder

…….

Name……

Seal of the Company

…….

**ANNEXURE - IV**

## CHECK LIST

**THE 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 TICK MARK 'YES' OR 'NO' TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.**

1. Please tick the box whichever is applicable and cross the box(es) whichever is/are not applicable.
2. Please sign each sheet.
3. The check-list duly filled in must be returned along with the offer.

---

# 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 alongwith 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 Indigenous Bidders

1.0 Whether proof of purchasing tender documents has been enclosed with the offer?

Yes | No | Not applicable

2.0 Has the offer been submitted in triplicate ?

Yes | No

3.0 Has it been ensured that there are no over-writings in the offer? Have corrections been properly attested by the person signing the offer ?

Yes | No

4.0 Are the pages of the offer consecutively numbered and an indication given on the front of the offer as to how many pages are contained in the offer?

Yes | No

5.0 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

6.0 Have you offered Firm prices?

Yes | No

7.0 Have you indicated Currency of the quoted price?

Yes | No

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

Yes | No

9.0 Have you indicated Firm Delivery?

Yes | No

10.0 Whether Original Bid Security has been enclosed with the offer (if called for)?

Yes | No | Not applicable

11.0 Whether confirmation regarding submission of Performance Security has been furnished (if called for)?

| Yes | No | Not applicable |
|---|---|---|

12.0 Whether confirmation regarding guarantee/warranty has been furnished ?

| Yes | No |
|---|---|

13.0 Whether gross weight/volume of the consignment has been furnished ?

| Yes | No | Not applicable |
|---|---|---|

14.0 Whether the cost of Third party inspection charges has been furnished in the offer (if called for)?

| Yes | No | Not applicable |
|---|---|---|

15.0 Whether the cost of installation/erection/commissioning at site has been furnished in the offer (if called for)?

| Yes | No | Not applicable |
|---|---|---|

16.0 Whether the cost of Training has been furnished in the offer (if called for)?

| Yes | No | Not applicable |
|---|---|---|

17.0 Has the Exceptions/Deviations Proforma (Annexure-III) as per Clause 18.1 in Section A has been enclosed with the offer ?

| Yes | No |
|---|---|

18.0 In case Antidumping duty is applicable, whether confirmation to bear the Antidumping duty by the Bidder has been made in their Bid (Refer Para 3.2 of Section E)?

| Yes | No | Not applicable |
|---|---|---|

## (B) Applicable to Foreign Bidders only :

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

| Yes | No |
|---|---|

20.0 Have you indicated minimum FOB / FCA charges for partial order (Refer para 3.0 of Section B)?

Yes No

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

Yes No Not applicable

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

Yes No

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

Yes No Not applicable

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

Yes No Not applicable

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

Yes No Not applicable

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

Yes No Not applicable

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

Yes No Not applicable

## (C) Applicable to indigenous Bidders only :

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

Yes No

29.0 Have you indicated import content in your offer ?

Yes No

30.0 Have you indicated factory address and other Excise information sought vide Para 2.0, Section C, Annexure II of the tender ?

| Yes | No |
|---|---|

31.0 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 |
|---|---|---|

Offer Ref .....…… Dated .....

OIL's Tender No. .....……. Signed …….....….....

For & on behalf of .....Designation .....

**ANNEXURE - V**

BIDDERS PAST SUPPLIERS PROFORMA

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

---

NOTE : CERTIFICATE FROM CLIENTS / A COPY OF THE ORDER TO BE ENCLOSED ALONGWITH THIS PROCORMA.

Signature of the Bidder

_____

Name_____

_____

**Seal of the Company**

_____

**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 - IXB**

## 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/01/2005)

**SECTION – A**

**A. Clause 2.5 of Section-A of General Terms and Condition of Global Tender (MM/GLOBAL/01/2005) has been amended as under:**

2.5 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 7.18 of Section-A of General terms and Condition for Global Tender (MM/GLOBAL/01/2005) has been added as under:**

7.18 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/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 7.19 of Section-A of General terms and Condition for Global Tender (MM/GLOBAL/01/2005) has been added as under:**

7.19 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 7.20 of Section-A of General terms and Condition for Global Tender (MM/GLOBAL/01/2005) has been added as under:**

7.20 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 7.21 of Section-A of General terms and Condition for Global Tender (MM/GLOBAL/01/2005) has been added as under:**

7.21 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/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.

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

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.

OR

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

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

**J. Clause 10.3 of Section-A of General Terms and Condition of Global Tender (MM/GLOBAL/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/01/2005) 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/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/01/2005) 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.

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/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/01/2005) 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/01/2005) 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.

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

**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.

**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 techno-commercial 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 techno-commercial 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 techno-commercial 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.

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

**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/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).

**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/E-01/2005) 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.

d) 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/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.

**AMENDMENT DATED 21.08.2017 TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS (MM/GLOBAL/01/2005) INCORPORATING GST CLAUSE:**

1.0 For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

(a) GST - means any tax imposed on the supply of goods and/or services under GST Law.

(b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

(c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017and all related ancillary Rules and Notifications issued in this regard from time to time.

2.0 The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

3.0 Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates &amount, the offer will be loaded with maximum value towards taxes 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, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

4.0 Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5.0 Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6.0 **When Input tax credit is available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL.OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

**When Input tax credit is NOT available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price only.OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

7.0 Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network

(GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

8.0 In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/ or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

9.0 **Price bid format:**

Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below:

**(i) Price Bid Format (SUMMARY) for Foreign Bidders:**

(A) Basic material value (including TPI, if any) with HSN code (to indicate item wise):
(B) Packing & FOB Charges :
(C) Total FOB Port of Shipment value, (A+B) above :
(D) Overseas Freight Charges upto Kolkata, India :
(E) Insurance Charges:
(F) Total CIF Kolkata value, (C+D+E) :
(G) Total Value in words:
(H) Gross Weight:
(I) Gross Volume:
(J) Pre-despatch Inspection Charges (if any) including applicable taxes (shall not be considered for evaluation):

**(ii) Price Bid Format (SUMMARY) for Indigenous Bidders:**

(A) Basic material value (including TPI, if any) with HSN code (to indicate item wise):
(B) Packing and Forwarding Charges, if any:
(C) Total Ex-works value, (A+B) above :
(D) GST on C (Please indicate applicable rate) :
(E) Compensatory Cess, if any (Please indicate applicable rate) :

(F)Total FOR Despatching Station price, ( C+D+E ) above
(G)Road Transportation charges to Duliajan :
(H)GST on G (Please indicate applicable rate) :
(I) Insurance Charges inclusive of GST:
(J) Total FOR Duliajan value, ( F+G+H+I ) above :
(K)Total FOR Duliajan value in words :
(L)Pre-despatch Inspection Charges (if any) including applicable taxes (shall not be considered for evaluation):
(M) Gross Weight :
(N) Gross Volume :
(O) Import Content, if any;
(P) Local Content details:

10.0 Bid evaluation criteria:

To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.

**Note:** 1) Domestic Bidders must quote inland freight charges upto Duliajan.
In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL'S estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

2) For enquiries with duty exemption benefit- The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable customs duty for import of goods shall be zero. However, IGST @ 5% shall be applicable.

10.1 **When only foreign bidders are involved:**

Comparison of bids shall be done on the basis of "TOTAL CIF+CD+GST LANDED VALUE (N)" quoted by the Bidders against **each individual item** as per Price Bid Format adopted in the Tender considering the following:

(A)Total Material value:
(B)Packing & FOB Charges :
(C)Total FOB Port of Shipment value, (A+B) above :
(D)Overseas Freight Charges upto Kolkata, India :
(E)Insurance Charges :

(F)Banking Charges @ 1% of C*

(G)CIF value (C+D+E+F) :

(H)Landing Charges @1% on G :

(I)CIF Landed Value (G+H):

(J)Basic Customs Duty (including cess, if any) on I :

(K)CIF Landed value + CD (I+J) :

(L)IGST (including cess, if any) on K :

(M)Compensatory cess on L, if any :

(N)Total CIF+CD+GST Landed Value (K+L+M)

NOTE: Banking charge in the country of the foreign bidder shall be borne by the bidder. Banking charge 1% for payment through Letter of Credit. And 1.5 % if confirmed LC at buyer's account is required.

10.2 **When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response:**

Comparison of bids shall be done on the basis of "TOTAL FOR DULIAJAN VALUE (J)" quoted by the Bidders against **each individual item** as per Price Bid Format adopted in the Tender considering the following:

(A)Material value:

(B)Packing and Forwarding Charges, if any:

(C)Total Ex-works value, ( A+B ) above :

(D)GST on C :

(E)Compensatory Cess, if any:

(F)Total FOR Despatching Station price, ( C+D+E ) above :

(G)Road Transportation charges to Duliajan :

(H)GST on G :

(I) Insurance Charges inclusive of GST:

(J)Total FOR Duliajan value, ( F+G+H+I ) above :

10.3 **When both foreign and domestic bidders are involved:**

The Total Value of domestic bidder as worked out as per para 10.2 (F) above and Total Value of the foreign bidder worked out as per Para 10.1(N) above will be compared.

**AMENDMENT DATED 06.08.2018 TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS (MM/GLOBAL/01/2005) REGARDING CHANGE IN BID EVALUATION METHODOLOGY (i.e.**

**REMOVAL OF LANDING CHARGES @1% IN CASE OF OVERSEAS BIDDERS)**

Clause Nos. 10.1 & 10.3 of the Amendment issued on 21.08.2017 has been further amended as under:

**10.1 When only foreign bidders are involved:**

Comparison of bids shall be done on the basis of "TOTAL CIF+CD+GST VALUE (L)" quoted by the bidders against each individual item as per Price Bid Format adopted in the Tender considering the following:

(A) Total Material Value:
(B) Packing & FOB Charges:
(C) Total FOB Port of Shipment value, (A+B) above:
(D) Overseas Freight Charges up to Kolkata, India:
(E) Insurance Charges:
(F) Banking Insurance@1% of C*
**(G) CIF value (C+D+E+F):**
(H) Basic Customs Duty (including cess, if any) on G:
(I) CIF value + CD (G+H):
(J) IGST (including cess, if any) on I:
(K) Compensatory cess on L, if any:
(L) Total CIF+CD+GST Value, (I+J+K)

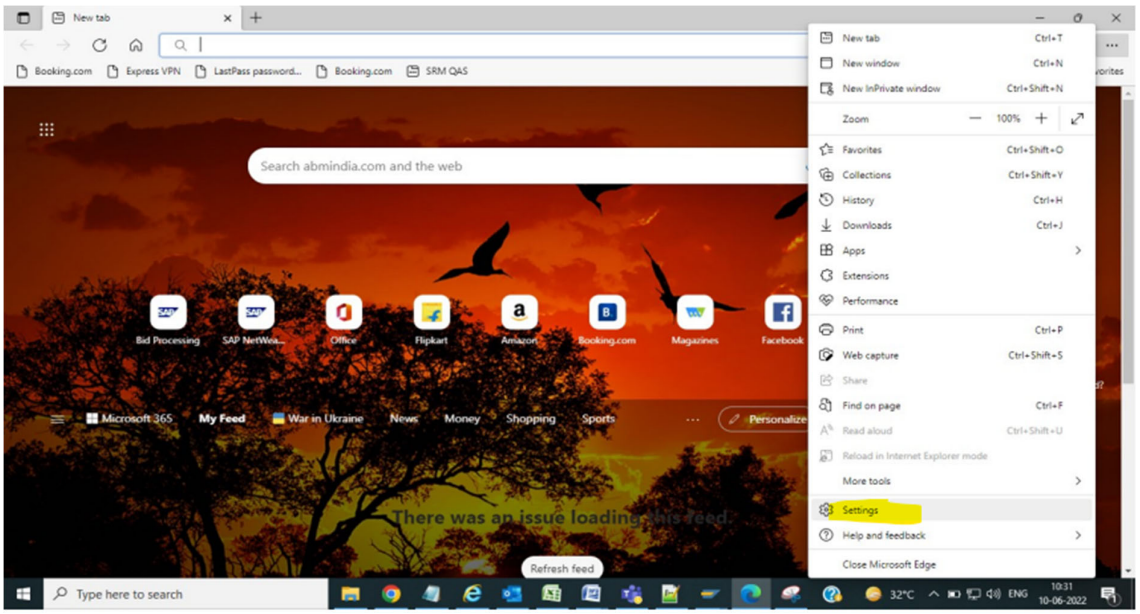
NOTE: Banking Charge in the country of the foreign bidder shall be borne by the bidder. Banking Charge 1% for payment through Letter of Credit. And 1.5% if confirmed LC at buyer's account is required.

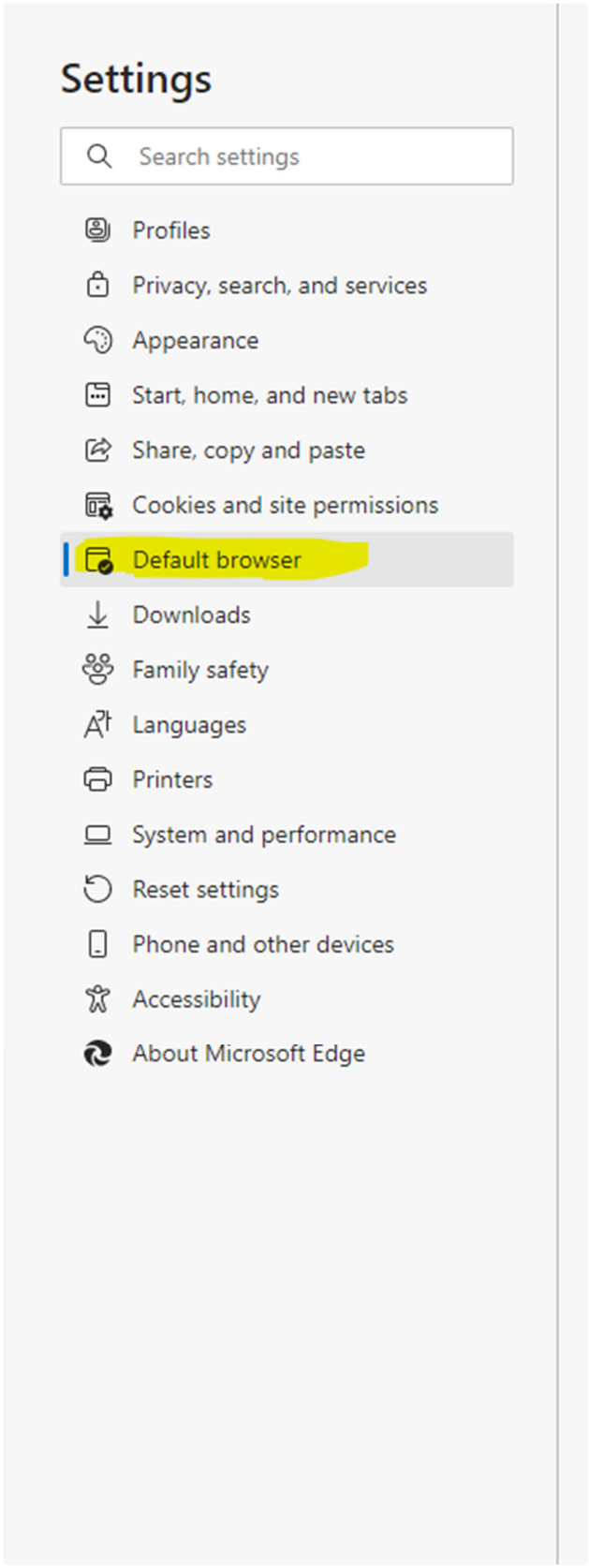
10.3 **When both foreign and domestic bidders are involved:**

The Total Value of domestic bidder as worked out as per para **10.2 (F)** above and Total Value of the foreign bidder worked out as per Para **10.1(L)(as per subsequent amendment)** above will be compared.

## 1. Run Edge In Internet Explorer Mode

3 dots in top right corner in Edge >> Settings >> Default Browser >>




Settings
Search settings
Profiles
Privacy, search, and services
Appearance
Start, home, and new tabs
Share, copy and paste
Cookies and site permissions
Default browser
Downloads
Family safety
Languages
Printers
System and performance
Reset settings
Phone and other devices
Accessibility
About Microsoft Edge

## Make following changes ::

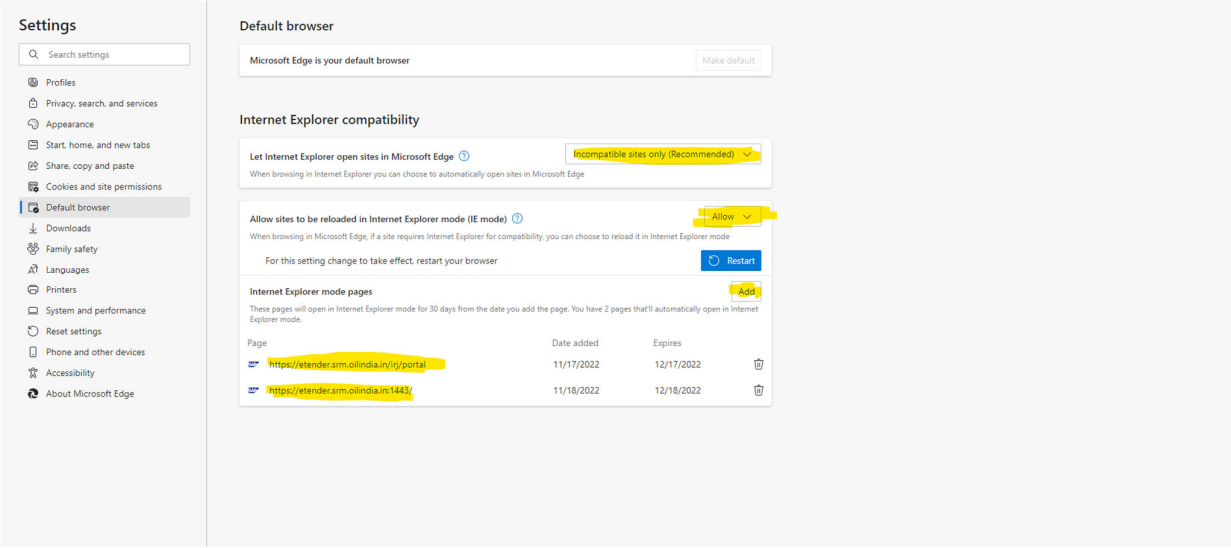
1. Let Internet Explorer open sites in Microsoft Edge **>> Incompatible sites only (Recommended)**

2. Allow sites to be reloaded in Internet Explorer mode (IE mode) **>> Allow**

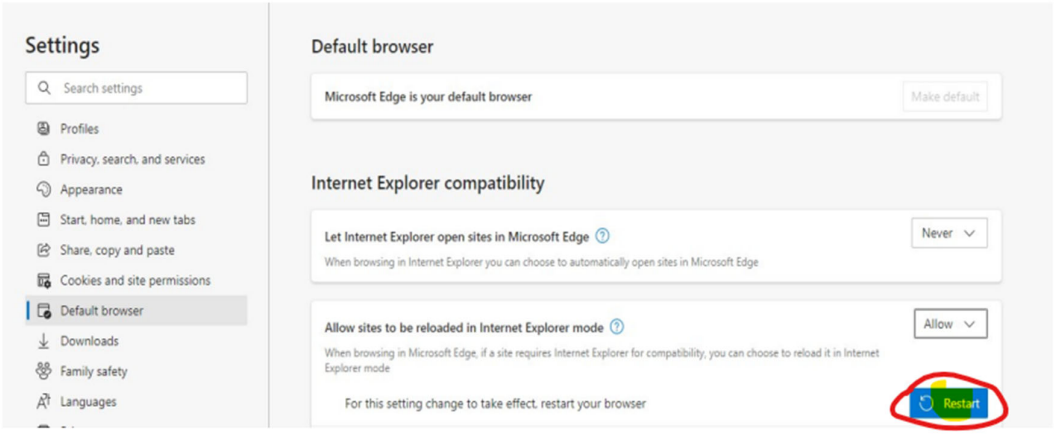
3. Then Internet Explorer mode pages **>> ADD >> add following URLs**

https://etender.srm.oilindia.in:1443

https://etender.srm.oilindia.in/irj/portal



3. Restart Microsoft Edge.




After restart Internet Explorer mode is now enabled.

Note -

As you can see below in “Default Browser” under “Internet Explorer mode pages” the page which has been added has the validity period of 30 days.

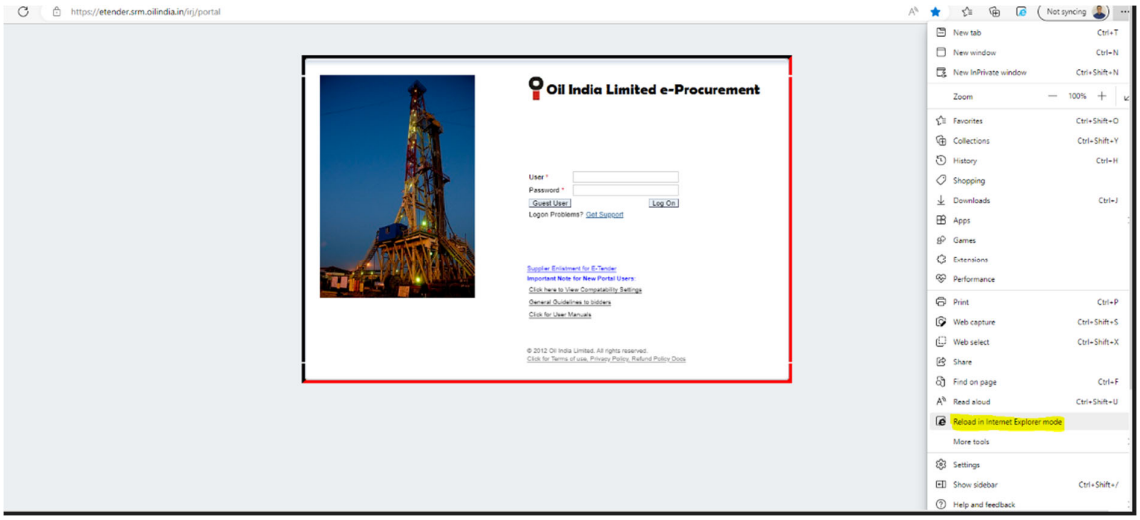
****Hence after completion of 30 days period you need to perform all the settings to run the Internet Explorer mode in Microsoft Edge****

## 2. To view a website (OIL INDIA LIMITED E- tendering) using Internet Explorer mode in Microsoft Edge, use the following steps.

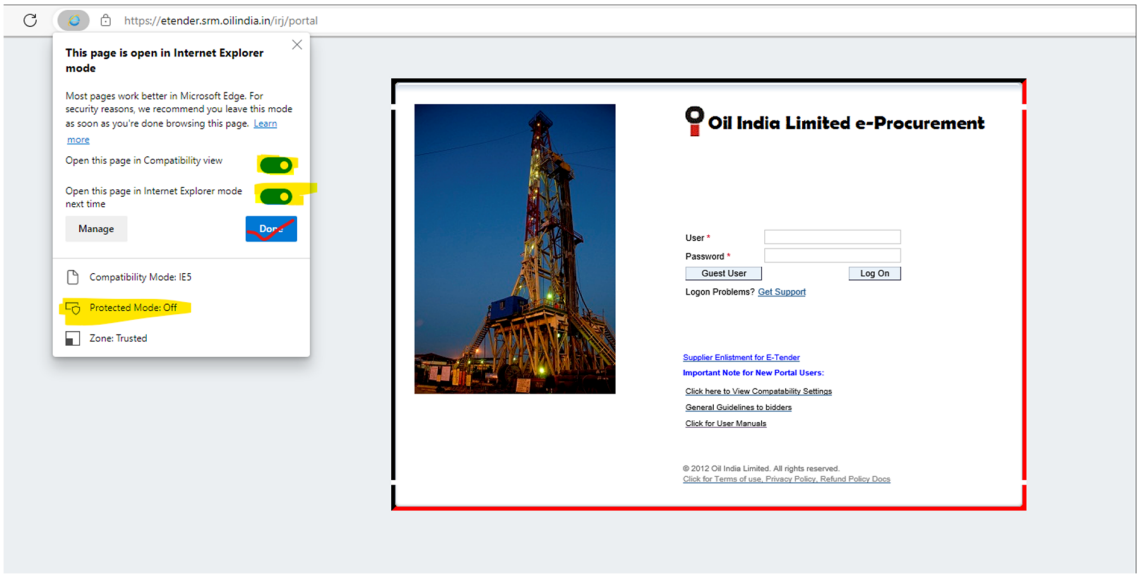
1. Navigate to the website (https://etender.srm.oilindia.in/irj/portal). After entering website press enter.

2. Click the three dots in the upper right corner of the browser window.

3. Select Reload in Internet Explorer Mode.

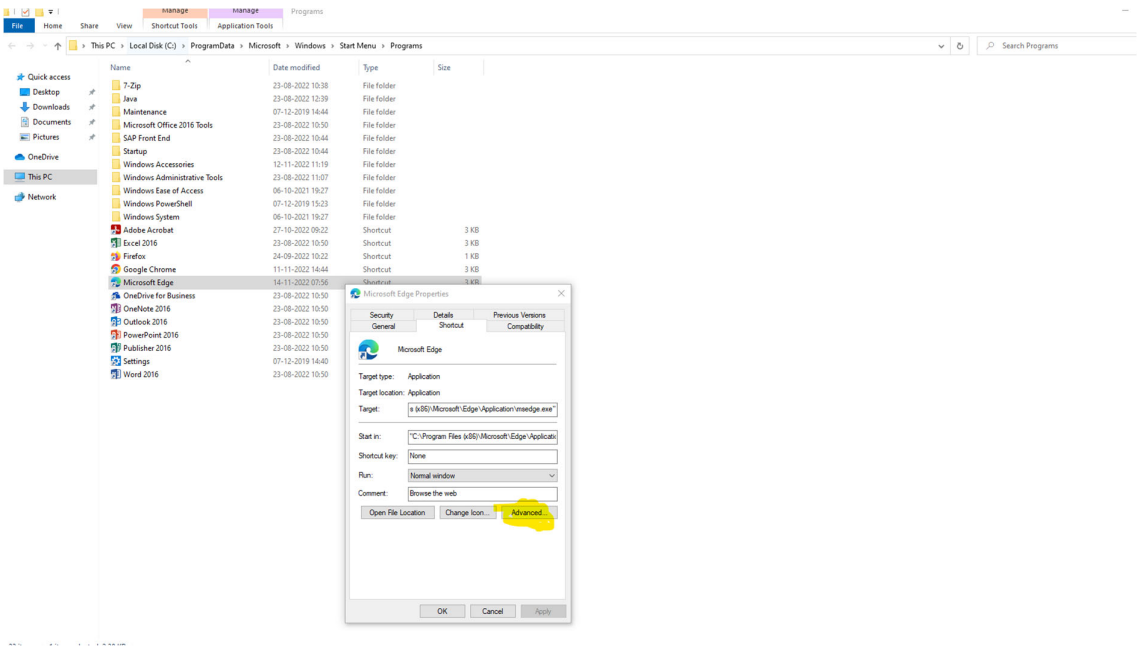


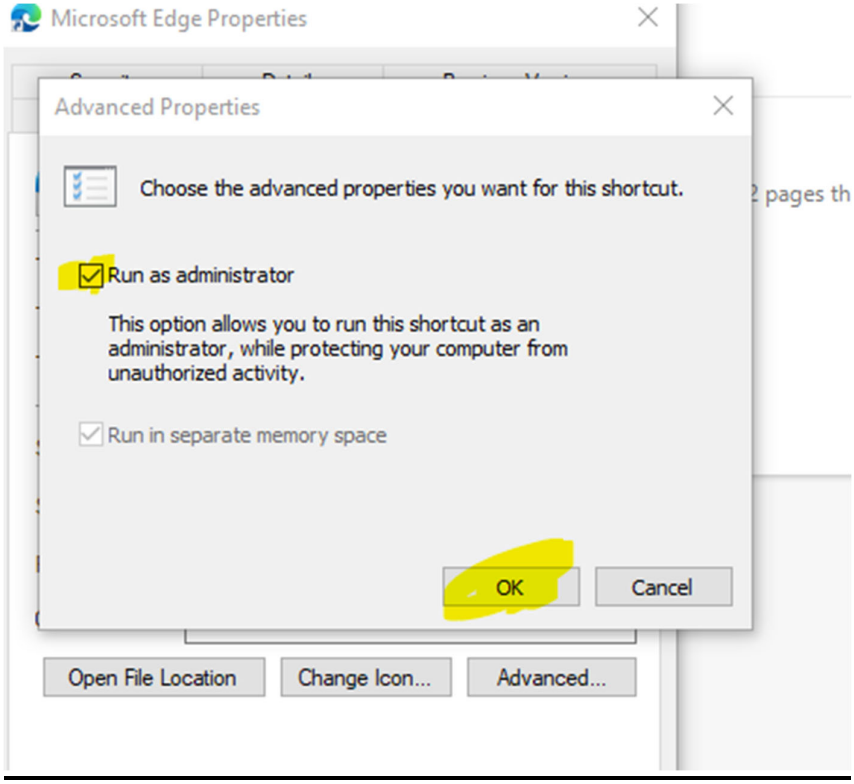

4. After clicking on Reload Internet Explorer Mode, System shows below message, **allow them and click on done. Also ensure the Protected mode is Off.**



# 3. RUN EDGE IN ADMINISTRATOR MODE

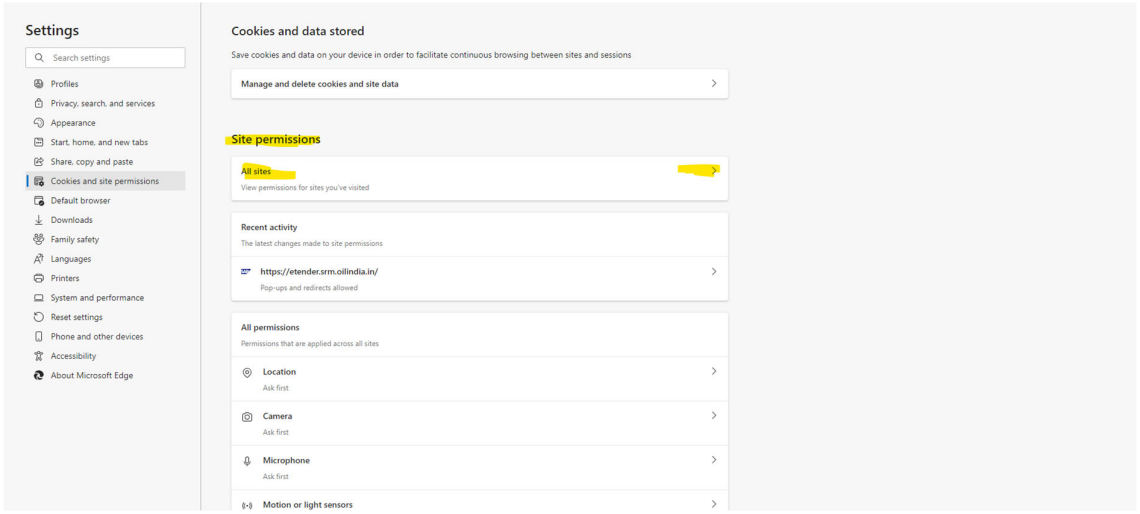
**Windows Start > Type Edge > Right click on it > Open file location> Right click on the Edge icon> Properties > In the Compatibility tab tick the box of Run this program as an administrator >> OK>> APPLY >>OK**

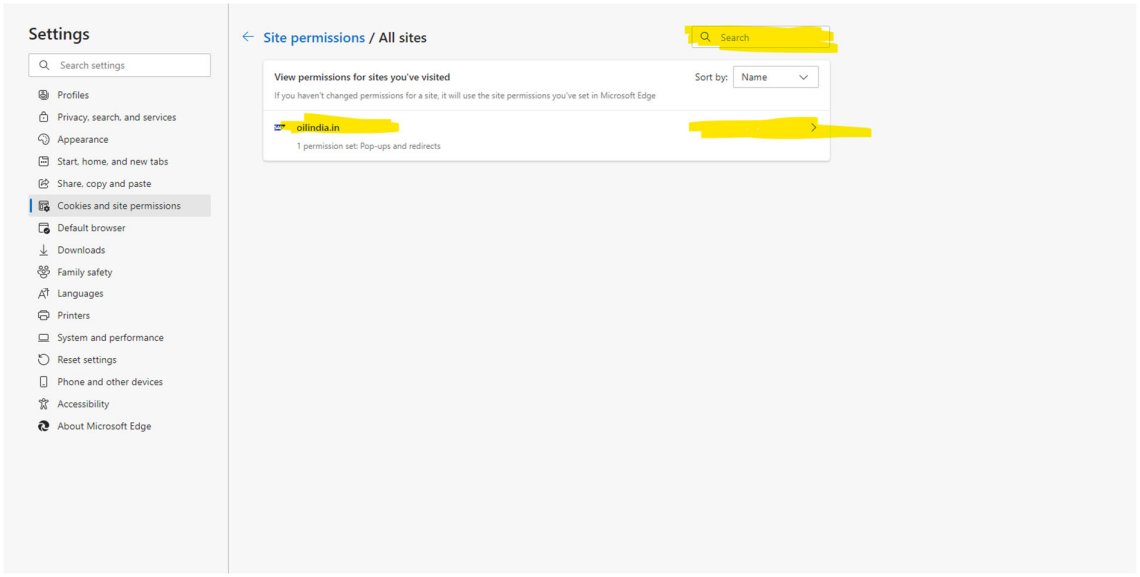





## 4. Pop-Ups

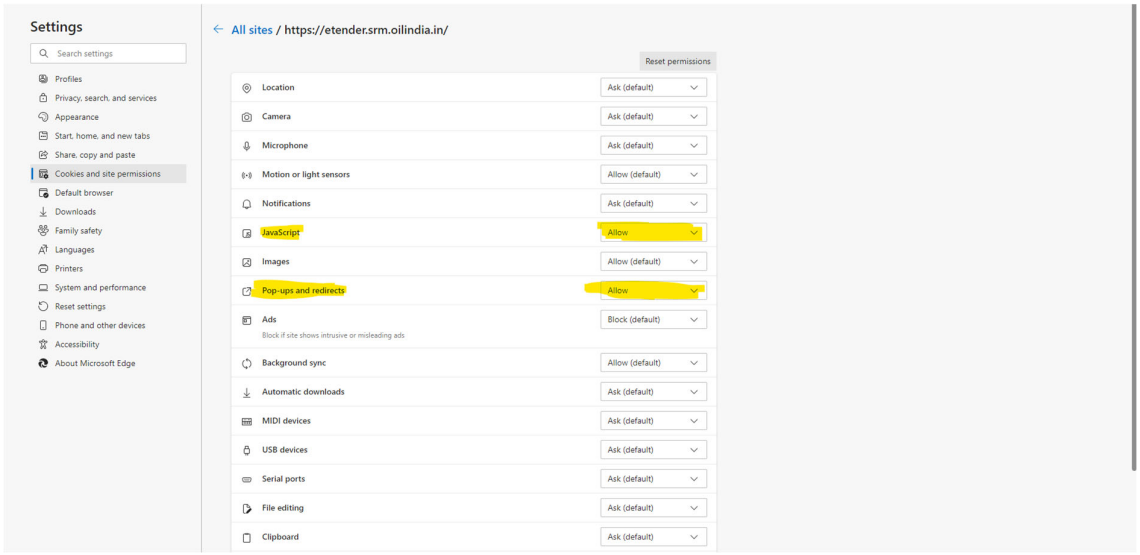
3 dots in top right corner in Edge >> settings >> Cookies and site permissions >> all sites >> add https://etender.srm.oilindia.in/irj/portal





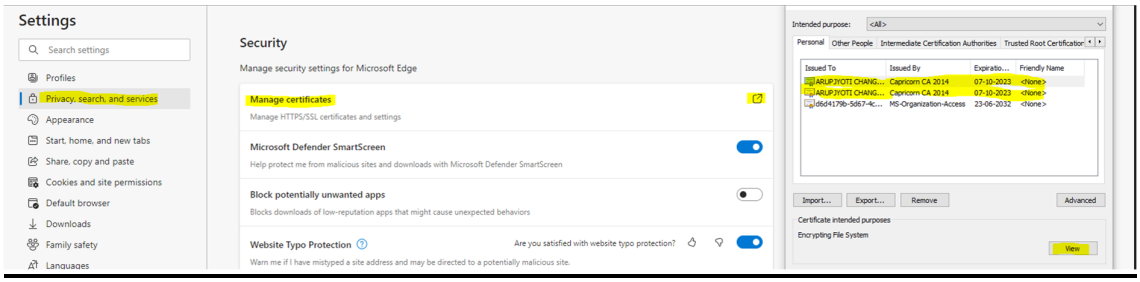

# JavaScript >>> Allow

# Pop-ups and redirects >> Allow



# 5. To check installed Digital signature (DSC)

Go to **3 dots in top right corner in Edge >> Settings >> and select Privacy, search and Services tab>> Under Security tab>> Click on Manage Certificates**




## Check to ensure that the digital signature & Encryption certificate is installed properly:

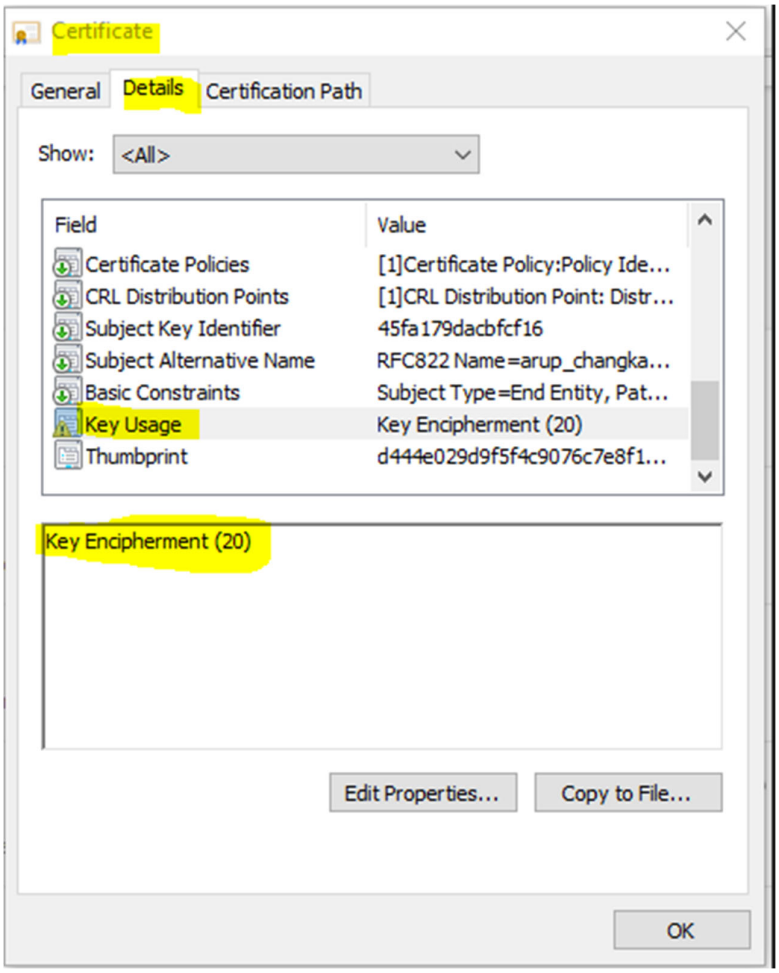
You can see 2 certificates. One is for “Signing” and other is for “encryption/decryption”.

## A) Checking Encryption/Decryption certificate

Select 1$^{St}$ certificate >> **view and under “General” tab**

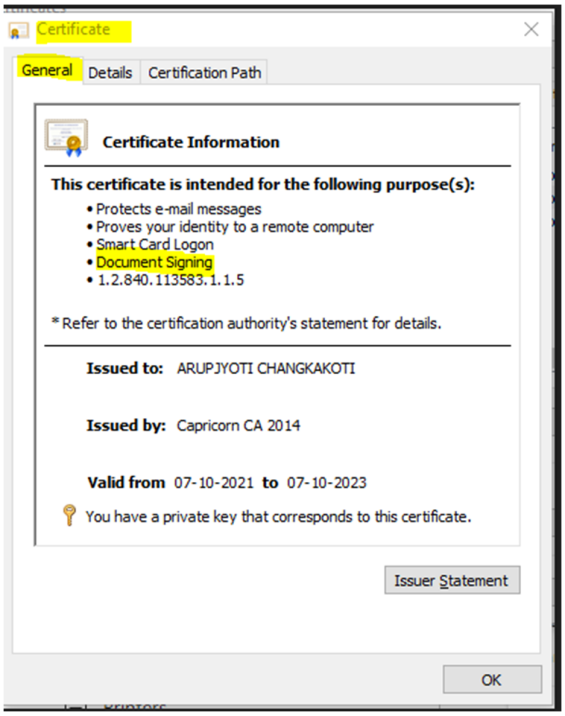



Under **Details tab, click check usage**

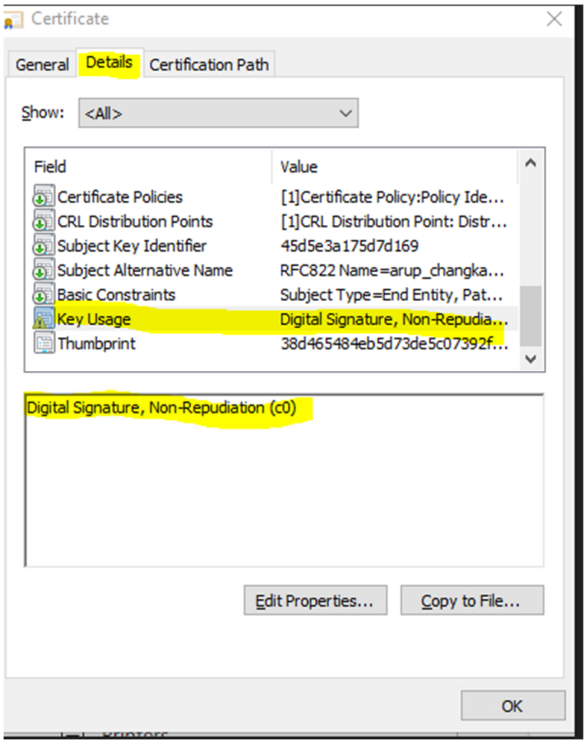



## B) Checking Signature certificate

Select 2nd certificate >> **view and under "General" tab**

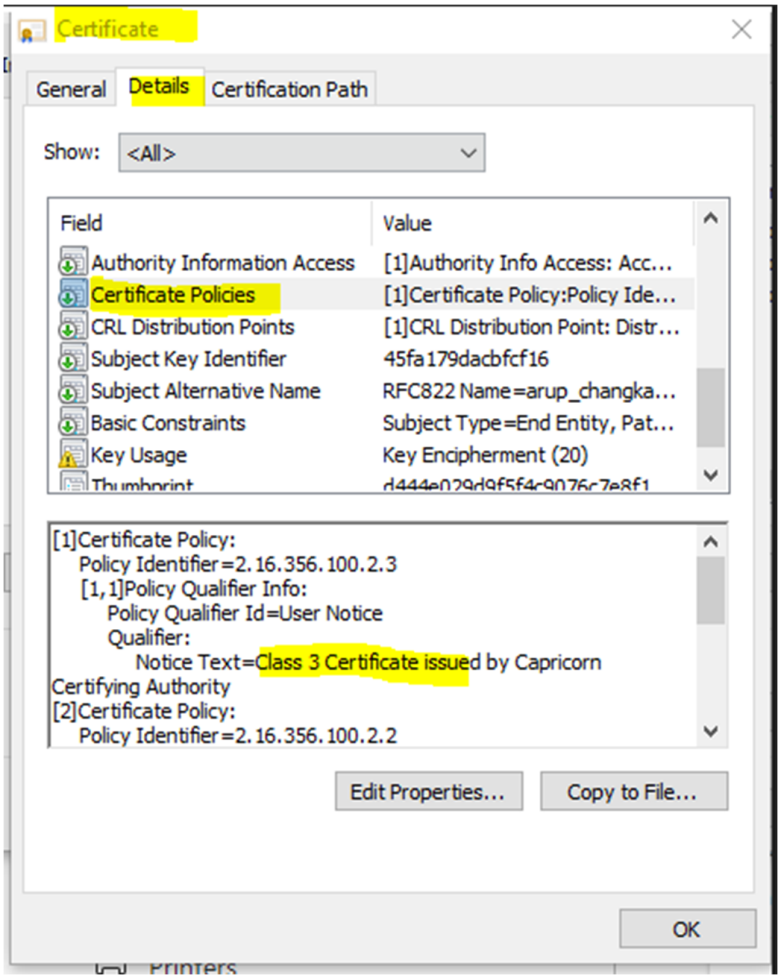



Under **Details tab, click check usage**




## B) Checking Class of DSC

Select any certificate >> **view >> Details >> and under “Certificate Policies” tab**




In case of any clarification pertaining to e-procurement process, the vendor may contact the following

**ERP DEPARTMENT**

**OIL INDIA LIMITED**

**PO:DULIAJAN**

**PIN:786602**

**Email: erp_mm@oilindia.in**

**Contact: (0374) 280-7178/7171/7192 /4903**