

# **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.

- |                           |  |
|---------------------------|--|
| <b><u>SECTION 'A'</u></b> | <b>- GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH FOREIGN AND INDIAN BIDDERS.</b>               |
| <b><u>SECTION 'B'</u></b> | <b>- SPECIAL TERMS AND CONDITIONS APPLICABLE ONLY FOR FOREIGN BIDDERS AND THEIR INDIAN AGENTS.</b> |
| <b><u>SECTION 'C'</u></b> | <b>- SPECIAL TERMS AND CONDITIONS APPLICABLE ONLY FOR INDIAN BIDDERS.</b>                          |
| <b><u>SECTION 'D'</u></b> | <b>- BID EVALUATION &amp; BID REJECTION CRITERIA.</b>  |
| <b><u>SECTION 'E'</u></b> | <b>- SPECIAL TERMS AND CONDITIONS APPLICABLE ONLY FOR TUBULAR TENDERS.</b>                         |

(MM/GLOBAL/01/2005)

**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 Duliagan / 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

(MM/GLOBAL/01/2005)

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 superscribed 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

(MM/GLOBAL/01/2005)

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 :

<b><u>Category</u></b>	<b><u>Length</u></b>	<b><u>Width</u></b>	<b><u>Height</u></b>	<b><u>Capacity</u></b>
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

(MM/GLOBAL/01/2005)

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 notwithstanding inspection, payment for and acceptance of the goods.

<b><u>NATURE OF ITEMS</u></b>	<b><u>PERIOD OF WARRANTY / GUARANTEE</u></b>
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
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## **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 )  
(MM/GLOBAL/01/2005)

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.

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## **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

(MM/GLOBAL/01/2005)

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.

\*\*\*\*\*

**BID SUBMISSION PROFORMA**

**Tender No.....**

OIL INDIA LIMITED

.....  
.....

Dear Sirs,

I/We have understood and compiled with the “Instructions to Bidders” at “Bid Evaluation/Rejection Criteria” and the “General Terms and Conditions” for supply and have thoroughly examined and compiled with the specifications, drawings and/or pattern stipulated hereto and 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.			
		<b>Total Material Value</b>	

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 (Included /Payable extra)  
(Strike out whichever is not applicable)

Currency quoted :

Delivery :  
Validity of bid :  
Payment terms :  
Net weight (Kgs.) :  
Gross weight (kgs.) :  
Volume (Cu.M.) :  
Port of shipment :  
(Gateway Airport in case air shipment)  
Country of Origin :

**When specifically called for in the Tender:**

Third Party inspection charges : Amount (included / payable extra )  
(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 .....

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.			
		<b>Total Ex-factory Material Value</b>	

- (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.) :

**When specifically called for in the Tender:**

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 .....

**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

.....

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 .....

**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**

\_\_\_\_\_

**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 securityor
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*

**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

**FOREIGN CORRESPONDENT OF SBI**

<b><u>COUNTRY</u></b>	<b><u>NAME OF BANK</u></b>
1. Abudhabi	National Bank of Abudhabi
2. Australia	National Australia Bank
3. Austria	Raffaisen 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

**FOREIGN CORRESPONDENT OF ALLAHABAD BANK**

<b><u>COUNTRY</u></b>	<b><u>NAME OF BANK</u></b>
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

LIST OF GATEWAY AIRPORTS

<u>COUNTRY</u>	<u>GATE WAY AIRPORT</u>
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

**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 WITHDRAWAL 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 1<sup>st</sup> 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.

## **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 Duliagan, 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/despach 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/despach 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, 2017 and 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-Profitteering 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.