



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

TELEPHONE NO. (91-374) 2800491

FAX NO: (91-374) 2800533

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

ANNEXURE-IA

Tender No& Date : SSG 1197P17/01 DATED- 23.05.2016

Tender Fee : INR 6,000.00 OR USD 100.00

Bid Security Amount : INR 39,500.00 OR USD 590.00
(Or equivalent amount in any currency)

Bidding Type : SINGLE STAGE COMPOSITE BID SYSTEM

Period of sale of Bid Documents : From 23.05.2016 to 06.07.2016 ; 15.00 hrs (IST)

Bid Closing on : 13.07.2016 at 11.00 hrs (IST)

Bid Opening on : 13.07.2016 at 14.00 hrs (IST)

Bid Validity : Bid should be valid for 90 days from bid closing date.

Bid Bond Validity : Bid Bond should be valid up to 13.01.2017

Performance Guarantee: Not Applicable

Integrity Pact : Not Applicable

OIL INDIA LIMITED invites Global tenders for items detailed below:

TECHNICAL SPECIFICATIONS WITH QUANTITY

SLNO G.I. No.	MATERIAL DESCRIPTION & MATERIAL CODE NO.	QUANTITY	UNIT
10 09015068	SEAMLESS STEEL LINE PIPE Steel line pipe, seamless extra strong, nom. size 25 mm (1"), OD - 33.4mm (1.315"), Wall thickness 4.55 mm (0.179"), plain end weight - 3.23 kg/m (2.17 lbs/ft), API Std. 5L, Grade - A, screwed & coupled, length of each joint in 6/7 metres. MillTest pressure (hydraulic) under screwed & coupled condition - 59 kg/cm.sq. (850 PSI)	3000	MTRS.

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Common Note:

NOTE TO BIDDERS :

Third Party Inspection will be carried out on percentage basis by the third party inspection agencies i.e. IRS/Lloyds/RITES/Bureau Veritas/DNV for line pipes.

THIRD PARTY INSPECTION:

a) Raw Material Inspection for Chemical Composition & Mechanical Properties : 10% of number of heats of raw materials 10% of number of plates will be tested at random by the third party. The minimum number of test for raw materials either from heats or plates is 5(five). The raw materials will be tested for chemical composition and mechanical properties as per relevant codes.

b) Finished Tube Inspection :

i) Checking dimensions, wall thickness, end bevelling, threading/gauging, surface imperfections etc. - 5% of the tubes at random will be checked/tested by Thrd.Party.

ii) Checking chemical composition and mechanical properties - 5% of the tubes will be tested by the third party.

c) Witnessing NDT through ultrasonic testing/magnetic particles method/other methods.

i) Longitudinal Defects : 5% of the tubes at random will be tested by third party.

ii) Transverse Defects :1% of the tubes at random will be tested.

d) Hydraulic Testing : 10% of the tubes at random will be tested by third party. The above test procedure is for offering to third party, whereas manufacturer will do 100% internal testing before offering to third party. The manufacturer will forward the various test certificates of their internal testing after checked/varified/certified by the third party.

Identification Mark :

a) 'OIL' need to be die stamped/paint stencilled on both sides of each length of pipe within a distance of 1(one) meter from the end. b) Manufacturers name/trade mark is to be die stamped/paint stencilled on each length of pipe

c) Length of each pipe in metres and centimetres must be paint stencilled on the pipes.

d) OIL's Order No. is to be paint stencilled on each pipe.

e) API/BIS Monogram is to be die stamped/paint stencilled on each length of pipe (API or BIS to be typed as per requirement). Mill test pressure : Each joint of pipe shall be tested hydrostatically to the recommended pressure at the mill in accordance with the

Special Notes :

**ALL ITEMS ARE TO BE PROCURED FROM SAME SOURCE.
DIFFERENT LINE ITEMS FOR INTERNAL DISTRIBUTION ONLY.
BIDDER TO QUOTE THEIR BEST DELIVERY PERIOD.**

1) The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "TECHNO-COMMERCIAL UNPRICED BID" is to be submitted as per Scope of Work & Technical Specification of the tender and "PRICED BID" as per the Online Price Bid format.

2) In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID" should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFX Response-> User - > Technical Bid. No price should be given in above Technical Rfx otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFX Response-> User - > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. The prices of the items should be quoted in "Conditions Tab".

3) Bid should be valid for **90 days** from bid closing date, failing which offer shall be rejected.

4) The original bid security (Amount is mentioned above and also in Rfx Parameters of the tender in OIL's e-portal) should reach us before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the Technical RFX Response-> User - > Technical Bid as per clause 9.8 of Section A General Terms and conditions for Global Tender (MM/GLOBAL/E-01/2005-July 2012). The bid security shall be valid up to **13.01.2017**. Please submit bid bond as per revised format.

5) Performance Security is not applicable against this tender.

6) Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises(MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005-JULY2012). Bidders are requested to take note of the same and to submit their offers accordingly.

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

8) General terms and conditions of Global tender (document MM/GLOBAL/E-01/2005-July2012) is enclosed. Special attentions to Bidders are drawn to the Section E of above document.

BID REJECTION / BID EVALUATION CRITERIA:

A) In addition to BRC criteria vide SECTION - 'D' of General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005-July2012), the following clause will be applicable against this tender.

1.0 Offers with techno commercial bid-containing prices shall be rejected outright.

2.0 Technical Rfx Response is meant for Technical bid only. Therefore, no price should be given in Technical Rfx Response, otherwise the offer will be rejected.

B) The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification in case of the following:

i. Validity of bid shorter than validity indicated in the tender.

ii. Original Bid Security not received within the stipulated date and time mentioned in the tender.

iii. Bid security with (a) Validity shorter than the validity indicated in tender and/or (b) Bid security amount lesser than the amount indicated in the tender.

iv. In case the party refuses to sign the Integrity Pact.

THE FOLLOWING TECHNICAL & FINANCIAL BEC/BRC ARE APPLICABLE AGAINST THIS TENDER. THEREFORE, BIDDERS TO IGNORE THE BEC/BRC MENTIONED VIDE SECTION - E OF GENERAL TERMS AND CONDITIONS & AMENDMENTS TO GENERAL TERMS AND CONDITIONS FOR GLOBAL TENDERS (MM/GLOBAL/E-01/2005-July2012).

Financial Evaluation Criteria:

1. Annual Turnover : The bidder shall have an annual financial turnover of minimum **Rs. 10.00 lakh. Or USD 14925.00** during any of the preceding 03 (three) financial years reckoned from the original bid closing date.

2. "Net Worth" of the bidder should be positive for the preceding financial/accounting year.

3. Documentary evidence from the Audited Balance Sheet and Profit & Loss Account for the preceding 03 (three) financial/accounting years should be submitted along with the technical bid.

4. In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

5. Bidder shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- i) Liquidated Damages
- ii) Guarantee of material
- iii) Arbitration / Resolution of Dispute
- iv) Force Majeure
- v) Applicable Laws

Technical Evaluation Criteria:

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 (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 as under) to be eligible for bidding.

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

1.3.1 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.

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 applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) 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 applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) 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 applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) for last 5 (five) years (i.e. continuous without having any break in between) for manufacturing Threaded and Coupled API Casings/Tubings/Linepipes 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 Casings/Tubings/Linepipes. (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 applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) 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 applicable API certificate (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) in favour of manufacturer of green pipes, coupling blank/ stock must be submitted with the bid.

i).b. Copy of valid applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) 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 applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) in favour of processor / threader to do heat treatment / threading - end finishing and testing of casings 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

applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe).

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 applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) for last 5 (five) years (i.e. continuous without having any break in between) along with the techno commercial bid. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

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

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

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

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

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

Note:

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

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

GENERAL NOTES FOR LINE PIPE (SEAMLESS)

1.0 SPECIFICATION :

1.1 Line Pipe must be manufactured as per API specification 5L,

latest edition and must bear API monogram. A valid API specification 5L certificate from the manufacturer shall be submitted along with materials.

1.2 Pipe shall be brand new, un-used and prime quality and in double random length without any jointers.

1.3 Coating shall be done as per API specification 5L and adequately oiled to withstand sea voyage/road transit.

1.4 Pipe ends must be prepared as per relevant API specifications. Suitable end protectors as specified shall be used to protect the ends.

2.0 MILL INSPECTION/CERTIFICATION :

All Line Pipe shall be manufactured, tested and certified in accordance with API Specification 5L, latest edition.

3.0 PHYSICAL/MECHANICAL TEST :

The following tests shall be carried out on its heat of steel from which the pipes are manufactured, as per API specification 5L and test results thereof shall be submitted to OIL.

- i) Chemical Analysis,
- ii) Heat Analysis,
- iii) Product Analysis,
- iv) Recheck Analysis,
- v) Mill-Control check analysis,
- vi) Tensile tests,
- vii) Yield strength tests,
- viii) Mill-control tensile tests,
- ix) Flattening tests,
- x) Tensile elongation tests,
- xi) Weld ductility tests,
- xii) Dimension and weight tests including drift and straightness.

3.1 While conducting the above test if any of the pipe fails re-test shall be carried out as per API specification 5L.

3.2 HYDROSTATIC TEST :

Each joint of Line Pipe shall be tested Hydrostatically to the recommended pressure at the mill in accordance with relevant API Specification.

3.3 NON-DESTRUCTIVE TEST :

Non-destructive test shall be carried out as specified in API specification 5L, latest edition.

4.0 IDENTIFICATION MARKING :

4.1 Marking is to be done on each joint as per API specification 5L covering manufacturer's mark/name, API monogram, size, weight, grade, manufacturing process, heat treatment, test pressure and length. Marking should be in metric unit.

4.2 Additionally OIL logo/mark and purchase order number shall be die stamped or paint stencilled on each joint.

5.0 THIRD PARTY INSPECTION :

5.1 Inspection by an independent third party viz. M/s. Lloyds/RITES/IRS/Tuboscope/DNV.& Bureau Veritas will cover the following :

- i) Materials identification.
- ii) Stage inspection at random visit basis during manufacturing.
- iii) Audit and endorsement of all chemical analysis and physical test reports.
- iv) Witness dimensional checks.
- v) Witness mechanical test. (10% or 10 Nos. whichever is maximum)
- vi) Witness NDT.
- vii) Witness hydrostatic test.
- viii) Visual inspection for imperfection.
- ix) Longitudinal defect identification.
- x) Transverse defect identification.
- xi) Wall thickness measurement.
- xii) Joint inspection and grade confirmation.
- xiii) End area defect inspection.
- xiv) Inspection of end beveling.
- xv) Check and verify each joint.
- xvi) Issue of certificates

5.2 Third party inspection should be cover the following :

Manufacturer will carry out physical / chemical / mechanical / hydrostatic / NDT test etc. For raw materials and finished pipe as per relevant API specification (latest edition) for all the pipes i.e. 100%. Third party will check and verify manufacturer's test data records, reports etc. of raw materials and finished tubes in respect of all pipes i.e. 100%. Over and above checking and verification of records and reports, third party will carry out inspection for the followings on percentage basis given below in his presence :

a) Raw materials inspection for Chemical composition and Mechanical properties. 10% of numbers of heats and plates of raw materials will be tested at random the the third party. If the percentage of no. of heats/plates for manufacturer of a particular item is 5 (five) or less than all the raw materials will be tested for chemical composition and mechanical properties as per relevant codes.

b) Finished Tube Inspection :

i) Checking dimension, wall thickness, quality, end bevelling etc. 5% of the tube at random will be checked/tested by third party.

ii) Checking chemical compositions and mechanical properties 5%

of tube will be tested by the third party.

c) Witnessing NDT through ultrasonic testing/magnetic particle method/other methods.

- i) Longitudinal defects - 5% of tubes at random will be tested by third party.
- ii) Transverse defects - 1% of the tubes at random will be tested.
- d) Hydraulic testing : 10% of the tube at random will be tested by the third party.

6.0 WARRANTY :

The supplier shall warrant their all tubulars to be supplied against the order shall be free from all defects and faults in materials, workmanship and manufacture shall be in full conformity with specified API standard. This clause shall be valid for 12 months from the date of despatch. The defective materials rejected by the purchaser shall be replaced by the seller at his won expense immediately.

7.0 ANTI-DUMPING :

The Clause No. 3.0 in Section-'E' (Special Terms & Conditions for Tubulars) of General Terms & Conditions for Global Tender(MM-GLOBAL/E-01-2005-July 2012) on Anti-Dumping Duty stands deleted. In its place the following clauses on "Anti-Dumping Duty" shall be applicable-

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.

Safeguard Duty:

Government of India vide Notification No. 02/2014-Customs(SG) dated 13.08.2014 has imposed "Safeguard Duty" on imports of Seamless Pipes and Tubes falling under category as indicated in the above notification, at the conditions and rates indicated therein with effect from 13.08.2014. The Notification is also available on the official website of Central Board of Excise and Customs (CBEC).

In accordance with the provisions of the said notification nothing contained in the said notification shall apply to imports of Seamless Pipes and Tubes into India from countries notified as developing countries under clause (a) of sub-section (6) of section 8B of the Customs Tariff Act, other than the People's Republic of China. List of notified developing countries for the purpose of safeguard duty can be downloaded from the official website of Central Board of Excise and customs (CBEC) - URL <http://www.cbec.gov.in/customs/cs-act/notifications/notfnsbefore2k/cs103-98.htm>.

The applicable rate of Safeguard Duty on Seamless Pipes & Tubes is as under:

a) Twenty per cent ad valorem when imported during the period from 13th August, 2014 to 12th August, 2015 (both days inclusive).

b) Ten per cent ad valorem when imported during the period from 13th August, 2015 to 12th August, 2016 (both days inclusive) and

c) Five per cent ad valorem when imported during the period from 13th August, 2016 to 12th February, 2017.

The items covered under this tender will attract Safeguard Duty and accordingly, Safeguard Duty clause shall be applicable for this purchase. Bidders to take note of the following clauses relating to Safeguard Duty while preparing and submitting their bids.

i) The evaluation methodology under BEC for this tender for bids from those foreign bidders on whom the Safeguard Duty is applicable as per the aforesaid Notification is amended and such bids shall be loaded with the applicable rate of Safeguard Duty on their assessable values and evaluated accordingly comparing them with Indigenous bidders or other foreign bidders on whom the Safeguard Duty are not applicable. The amended Evaluation methodology when only foreign bids are involved and when both foreign and indigenous bidders are involved, would be as under:

a) When only Foreign bids are involved:

Comparison of offers will be done on CIF Kolkata Port basis after loading the bids of the parties with applicable rate of safeguard duty, wherever applicable.

b) When both Foreign and Domestic (Indigenous) bids are involved:

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) with loading of applicable rate of safeguard duty excluding inland transportation to destination, will be compared.

ii) In case an indigenous/Foreign supplier exempted from Safeguard Duty (i.e. from a developing country other than China) emerges L1 vis-à-vis a foreign bidder for whom Safeguard Duty is applicable due to loading of a particular rate of Safeguard Duty and if supplies from such indigenous/foreign suppliers are so effected that the lower slab of Safeguard Duty becomes applicable wherein price of foreign bidder (for whom Safeguard Duty is applicable) with lower rates of Safeguard Duty is found to be lower than the price of the indigenous/foreign supplier (who are exempted from

Safeguard Duty), then OIL shall recover from such supplier, an amount equal to the difference in price between that of the foreign bidder (for whom Safeguard Duty is applicable) with lower applicable rate of Safeguard Duty and the price quoted by such indigenous/foreign supplier. This amount shall be recovered in addition to levy of applicable LD, if applicable.

iii) In case an indigenous supplier/Foreign bidder exempted from Safeguard Duty (i.e. from a developing country other than China) emerges L1 vis-à-vis a foreign bidder for whom Safeguard Duty is applicable due to loading of a particular rate of Safeguard Duty and if supplies from such indigenous/foreign suppliers are delayed beyond the Stipulated Delivery Period due to reasons attributable to the supplier and the material supplied is in the period of lower slab of Safeguard Duty wherein price of foreign bidder (for whom Safeguard Duty is applicable) with lower rates of Safeguard Duty is found to be lower, then OIL shall recover from such supplier, an amount equal to the difference in price between that of the foreign bidder (for whom Safeguard Duty is applicable) with lower applicable rate of Safeguard Duty and the price quoted by such supplier. This amount shall be recovered in addition to levy of applicable LD.

iv) The item(s) covered under this tender shall be used by Oil India Ltd. in the PEL/ML areas renewed/issued after 01.04.1999 and hence Nil Customs Duty shall be applicable for this import. Safeguard duty, if applicable to any bidder, shall apply even if the goods are to be used in such PEL/ML areas.

v) Indigenous bidders should also note that OIL will not be liable to reimburse any amount on account of imposition of Safeguard Duty by Customs Official at the time of actual import of the items (Seamless Pipes and Tubes) imported by them for execution of the order/contract awarded to them by OIL under Deemed Export.

vi) Bidders shall mention the Country of Origin of the Seamless Pipes and Tubes quoted by them in their bids for the purpose of applicability of the Safeguard Duty. If any bidder does not mention the Country of Origin of the Seamless Pipes and Tubes quoted by them in their bids, OIL shall reserve the right to load the applicable Safeguard Duty against such bids for evaluation of their offer without any further reference / clarification. It shall be binding on the bidders to accept such loading of their bids.

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