
	<p align="center">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9236P19</p>	
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FORWARDING LETTER



M/s _____

**Sub: IFB No. CPG9236P19 FOR PROCUREMENT OF COATED LINE PIPE FOR
BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.**



Dear Sirs,

- 1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier National Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0** OIL INDIA LIMITED (OIL) is proposing to lay a 762 MM (30 inch) diameter, 40KM (approx.) long Natural Gas pipeline starting from proposed upcoming FGGS at Bhaghjan to CGGS, Madhuban, Duliajan for successful transportation of the estimated increased production of natural gas in the Bhaghjan fields.
- 3.0** In connection to this, OIL invites international competitive bids from competent and experienced bidders through OIL’s e-procurement site for IFB no. CPG9236P19. One complete set of Bid Document covering OIL’s IFB is uploaded in OIL’s e-procurement portal. Bidders are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

1.	IFB No./E-Tender No.	: CPG9236P19
2.	Type of Bidding	: Single Stage 2-Bid System [International Competitive Bidding (ICB)]
3.	Tender Fee	: Indigenous Bidder :INR 60,000.00 Foreign Bidder : US \$ 1000
4.	Period of Sale	: 24.09.2018 to 18.10.2018
5.	Bid Closing Date & Time	: 25.10.2018 at 11:00 Hrs. (IST)
6.	Technical Bid Opening Date & Time	: 25.10.2018 at 14:00 Hrs. (IST)
7.	Priced Bid Opening Date & Time	: To be intimated to the Technically & Commercially acceptable bidders at a later date.
8.	Bid Submission Mode	: E-tendering through OIL’s e-tender Portal.
9.	Pre-Bid Meeting Date	08.10.2018 at 11:00 Hrs.(IST) : VENUE- MECON LIMITED, 15TH FLOOR, NORTH TOWER, SCOPE MINAR, LAXMI NAGAR DISTRICT CENTRE, DELHI – 110092)
10.	Pre-Bid Query Closing Date	: 07.10.2018 at 11:00 Hrs. (IST)

 <p>ऑयल इंडिया लिमिटेड Oil India Limited</p>	PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
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11.	Bid Opening Place	:	Office of CGM (Projects) Projects Department, Oil India Limited, Duliajan -786602, Assam, India.
12.	Bid Validity	:	120 days from Bid Opening Date.
13.	Delivery Period	:	Supply of Coated Pipes at Designated Warehouse/ Storage yard - <i>Delivery to be completed within 28 weeks from the date of LOA.</i> <i>Delivery to start progressively from beginning of 16th week and up to end of 28th week.</i> Proposed location of storage yards is Duliajan, Assam or any other location within radius of 50 KM.
14.	Bid Security Amount	:	<u>Item A 1</u> Indian Bidder – Rs.59.18 Lakh Foreign Bidder – USD 81571 <u>Item A 2+A3</u> Indian Bidder – Rs.5.34 Lakh Foreign Bidder – USD 7360 <i>In case bidder, quotes for all the items of price schedule , the requirement of EMD shall be on cumulative basis</i>
15.	Bid Security Validity	:	150 days from date of closing of bid
16.	Original Bid Security to be submitted	:	GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
17.	Original authenticated documents to be submitted by bidder towards meeting the Bid Qualifying Criteria	:	GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
18.	Amount of Performance Security	:	For Successful Completion & covering the Defect Liability Period: -10% of the Contract Value.
19.	Validity of Performance Security	:	Up to 3 months from date of completion of Contract plus defect liability period
20.	Duration of the Contract	:	Supply of Coated Pipes at Designated Warehouse/ Storage yard - <i>Delivery to be completed within 28 weeks from the date of LOA.</i> <i>Delivery to start progressively from beginning of 16th week and up to end of 28th week.</i> Proposed location of storage yards is Duliajan, Assam or any other location within radius of 50 KM.
21.	Quantum of Liquidated Damage for default in timely completion	:	0.5% of the Total contract cost for delay per week or part thereof subject to maximum of 7.5%.

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22.	Integrity Pact	: Must be digitally signed & uploaded along with the Techno-commercial Un-priced Bid.
23.	Bids to be addressed to	: Office of GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA

4.0 Integrity Pact:

The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid. (Enclosed in Annexure- B, Sec-II, Part-III, Vol-I)

5.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

- 5.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**
- 5.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 5.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.
- 5.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.
- 5.5 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

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5.6 EXEMPTION OF TENDER FEE:

- 5.6.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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 Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder is registered [or they intend to quote against OIL tenders] with any of the aforesaid agencies.
- 5.6.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

6.0 CONSULTANT

OIL has appointed M/s. MECON Ltd., Delhi as EPCM Consultant for implementation of the project. OIL has also authorized the Consultant to enter into correspondence with bidders and obtain clarification/ confirmation, if any, with respect to this Tender. Communications to Consultant shall be addressed to e-mail: sachinsinghal@mecon.co.in



6.0 QUERIES/CLARIFICATIONS ON THE TENDER:

The prospective bidders shall submit their queries/clarifications against the tender through e-mail addressed to sachinsinghal@mecon.co.in of M/s. MECON Ltd., Delhi with a copy to GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan, Assam-786602. E-mail: shantanukr_gogoi@oilindia.in; prodproj@oilindia.in on or before the date as per Pt. No. 10 of Sl. No. 3 hereinabove.

7.0 IMPORTANT NOTES:



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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any

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fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

- iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
 - v) **BIDDERS ON HOLIDAY LIST:** The bidders who are on Holiday of OIL on the due date of submission of bid/during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/award.
 - vi) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the Office of the CGM(Projects), Oil India Ltd., Duliajan in presence of the authorized representatives of the bidders.
 - vii) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
 - viii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only.
- Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause II of Part 2- Bid Rejection Criteria.**
- ix) The bid along with all supporting documents must be submitted through OIL's e-Procurement site only except the following documents which shall be submitted manually by the bidder in duplicate in a sealed envelope super scribed with OIL's IFB No./E-Tender No., Bid Closing Date and marked as "Original Bid Security/Catalogue and Literature/ Power of Attorney" etc. as the case may be and addressed to GM(C&P)-Projects Department, Oil India Limited, Duliajan, Assam-786602, India.
 - a. Original Bid Security
 - b. Power of Attorney for signing the bid.

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

The above documents including the Original bid security must be received at GM(C&P)-Projects Office, Projects Department, Oil India Limited, Duliagan, Assam-786602, India on or before 12:45 Hrs. (IST) on the technical bid closing date. failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the respective places as indicated above:

Note:

- * The “Technical Bid” shall contain all techno-commercial details **except the prices**.
- ** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.



8.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

SENIOR OFFICER (PROJECTS-C&P)
For **CHIEF GENERAL MANAGER (PROJECTS)**
For **RESIDENT CHIEF EXECUTIVE**



END OF FORWARDING LETTER
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VOLUME-I PART – I

INSTRUCTIONS TO BIDDERS (ITB) AND GENERAL TERMS & CONDITIONS APPLICABLE TO BOTH INDIAN & FOREIGN BIDDERS



M/s. MECON Ltd., Delhi (MECON) hereinafter “the Consultant” on behalf of Oil India Limited (OIL) hereinafter “the Company/Owner” wishes to receive bids as described in the Bidding Documents.

1. SCOPE OF BID

- 1.1 The scope of Bid shall be as defined in the Terms of Reference and Specifications issued as part of Bidding Document. The bidder is expected to examine IFB, e-bidding guidelines on OIL website, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder’s risk and may result in the rejection of the Bid.
- 1.2 The successful bidder shall be expected to fulfil the requirements of Scope of Bid within the contractual period stated in bidding document
- 1.3 Throughout this Bidding Documents, the term “Bid” and “Tender” and their derivatives (“Bidder/Tenderer”, “Bid/Tendered/Tender”, “Bidding/Tendering”, etc.) are synonymous, and day means calendar day. Singular shall also mean plural and vice versa.

2. ELIGIBILITY TO BID :

- 2.1 Eligible bidder means, a bidder meeting the BQC criteria as per the bidding document.
 - 2.1.1 Pursuant to qualification criteria specified in Bidding Document, the bidder, along with his bid, shall furnish all necessary supporting documentary evidence to establish the Bidder claim of meeting qualification criteria.
 - 2.1.2 The documentary evidence of the bidder’s qualifications to perform the contract if their bid are accepted, shall establish to the Owner’s/Consultant’s satisfaction that, the bidder has the financial and technical capacity necessary to perform the contract.
- 2.2 Consortium, Un-incorporated JVs etc. cannot bid
- 2.3 A bidder shall not be affiliated with a firm or entity:
 - 2.3.1 that has provided consulting services related to the project during the preparatory stages of the works or of the project of which the works form a part, or
 - 2.3.2 that has been hired by the Owner as Engineer/Consultant for the contract.
- 2.4 Bidder should not be under Liquidation, Court Receivership or similar proceedings. In case the bidder is under Liquidation, court receivership or similar proceedings, the offer submitted by such bidder shall be rejected. **Bidder shall submit a self-declaration on their letter head in this regard.**
- 2.5 The bidder should not be on Holiday/Negative list of OWNER on due date of submission of bid. If the documents were issued inadvertently/downloaded from website, offers submitted by such bidders shall not be considered for opening/evaluation/award.

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- 2.6 If the Bidder is placed on Holiday/Negative list of OWNER after opening of unpriced bids but before opening of price bids, further evaluation of bid of such bidders shall be stopped and the corresponding price bid will not be opened.

3. MULTIPLE/ALTERNATIVE BIDS :

- 3.1. A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder) or indirectly (as a sub-contractor) failing which following actions shall be initiated:

3.1.1. All bids submitted by such bidder (say 'A') as a single bidder or as a consortium, shall stand rejected and BID SECURITY, if any, in case of all such bids submitted by bidder 'A' shall be forfeited.

3.1.2. If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's' bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's' bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/multiple bids.

Note: However, in case MECON has proposed a list of sub-contractors/sub-vendors in the bidding document itself which shall be common for all the bidders, the above provision shall not be applicable as long as only the sub-contractors/ sub-vendors are common in case of various bidders.

- 3.2. Alternative priced bids are not acceptable. A bidder who submits alternative bids will cause all alternative bids to be disqualified.

4. TRANSFERABILITY OF BID DOCUMENTS :



- 4.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

- 4.2 Unsolicited bids will not be considered and will be rejected straightway.

5. AMENDMENT OF BID DOCUMENTS :

- 5.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.

- 5.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area-"Amendments" folder. The addendum will also be hosted on the OIL websites <http://oil-india.com> and Govt. Procurement Portal. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

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6. LANGUAGE OF BID :

- 6.1 The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English language only. If the supporting documents are not in English language, then the English translation copy of the same shall also be furnished duly certified from any one of the following :
- Official of Indian Embassy/High Commission/Consulate General situated in the country where language has been translated.
 - Official of Embassy/High Commission/Consulate General of the country where language has been translated, in India.
- 6.2 In case any printed literature furnished by the bidder in another language and is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

7. INTENTION TO BID



Within 5 days of downloading bidding document, bidder shall confirm his intention to bid by mail.

8. BIDFORM



The bidder shall complete the Bid Form as per **Proforma B in Part-V**.

9. BID PRICES

- The bidder shall e-quote Bid Prices on the appropriate format for “Price Schedule” (SOR/P) enclosed as part of Bid Document.
- Quoted prices shall be net of discount, if any. Conditional discounts, if offered by a bidder, shall not be considered for evaluation.
- Price quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subject to any variation, except as otherwise specifically provided in the Bidding Documents (Statutory variation). Bidder’s prices shall also remain firm and fixed on account of foreign exchange variation unless otherwise any specific provision is indicated in bidding document.
- The bidder shall quote the prices after careful analysis of cost involved for the performance of complete work considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, bidding document including its commercial section, SCC or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- Indian Bidders shall indicate the following in their offer:
 - Ex Works unit and total price of coated pipes including packing, forwarding and insurance; all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection, testing and loading on transport carrier etc

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- 9.5.2. The quoted price shall be deemed to be inclusive of all taxes and duties except “Goods and Services Tax” (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable)
- 9.5.3. Item wise/Lump sum Transportation Charges (as per Price Schedule) up to respective project site exclusive of GST (Goods & Service Tax)
- 9.5.4. Bidder shall indicate the following separately:
- 9.5.4.1 Built in CIF value of import for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc.
- 9.5.4.2 Customs duty (rate) considered on above CIF value of import for raw material and components as per clause 9.5.4.1. The statutory variation in Customs duty, on CIF value indicated as per Clause 9.5.4.1 above, within the contractual delivery period shall be to OIL’s account against submission of the documentary evidence. However, any increase in the rate of Customs duty beyond the contractual completion period shall be to bidder’s account. In case of wrong classification, no variation including statutory variation of Customs Duty will be payable extra. Any decrease in the rate of Customs duty shall be passed on to OIL.
- 9.5.4.3 Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading, unloading of pipes at Project Site/Warehouse. The prices should be inclusive of all taxes, duties, levies etc. (excluding GST) and storage and preservation of coated pipes at Project Site/Warehouse/ dump yard upto 12 months beyond the contractual completion period or date of last coated pipe received at Site/warehouse/ dump yard whichever later.
- 9.6 Foreign Bidders shall indicate the following in their offer:
- 9.6.1 Bidders shall submit their unit & total prices on FOB – International Port of Shipment, and CIF – Kolkata Port basis as detailed out in the Price Schedule.
- 9.6.2 The request for different price basis is merely to facilitate the comparison of bids and will not in any way limit the OIL’s right to contract on different terms.
- 9.6.3 VOID
- 9.6.4 FOB Prices quoted shall be inclusive of all applicable taxes, third party inspection charges, packing/forwarding and insurance etc. (including all costs as well as duties and taxes paid or payable excluding GST on components and raw materials incorporated or to be incorporated in the goods, inspection testing etc.) applicable up to FOB – International Port of Exit.
- 9.6.5 Bidder shall also quote for Ocean Freight charges (including stowage charges in case of pipes) upto the port of entry, India, in the price schedule. The request for separate FOB Price and Ocean Freight is merely to facilitate the comparison of bids.
- 9.6.6 Bidder has to quote separately inland transportation charges from dispatch point to designated site/ dump area / dump yard, including loading, unloading of pipes at



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respective site/warehouse. The prices should be inclusive of all taxes, duties, levies octroi etc. (excluding GST) and storage and preservation of coated pipes at site/warehouse upto 2 months beyond the contractual completion period or date of last coated pipe received at site/warehouse whichever is later.

- 9.6.6.1 All shipments of material and containerised cargo shall be made by suitable vessels certified for seaworthiness and complying with National/ International safety regulations and age (vintage) of the vessel being less than 25 years.
- 9.6.6.2 Quoted Ocean freight charges for cargo delivery shall be on FLT (Full Liner Terms), i.e., all charges at destination port shall be borne by the bidder till the cargo is unloaded on to the wharf /vehicle as the case may be.
- 9.6.6.3 Seller shall inform the shipping details (Vessel details, ETA etc.) immediately on receipt of Bill of Lading. Detention & Demurrages, if any, due to early arrival of vessel, shall be to bidder's account.
- 9.6.6.4 No Trans-shipment is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL/Consultant.
- 9.6.7 Site work Prices, if applicable as per Bid Documents for the scope of work mentioned in Bidding Documents inclusive of all taxes & duties but exclusive of GST (Goods & Service Tax). All necessary registration, if required for carrying out the site activities shall be done by the bidder and cost towards the same shall be included in quoted site work prices.
- 9.6.8 In case any payment receipt of the foreign bidder against the order is subject to tax deduction at source in India, the Bidder shall quote their prices gross of Indian income tax. i.e., inclusive of Indian Income Tax at the applicable prevailing rate as per Indian Income Tax rules. Owner/Purchaser shall deduct at source the tax as applicable while making payments against each invoice for the services in India. Certificate for Tax Deducted at Source (TDS) shall be provided to the Seller. Foreign Supplier shall furnish the Tax Residency Certificate (TRC) & Form P as per Bidding Forms. Failing to provide the same, the payment to be made to Supplier/Contractor/Consultant shall be subject to additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules.
- 9.6.8.1 Documentation to be furnished for availing the exemption/waiver of Customs Duty shall be specifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.
- 9.6.9 In case a Foreign Bidder's offer is based on certain component sourced within India, additional terms & condition specified elsewhere in the bid document shall be applicable in respect to such components.

10 BID SECURITY

- 10.1 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 10.9.

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10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the “Forwarding Letter” or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-D in Part-V** or a Bank Draft/Bankers’ cheque in favour of OIL and payable at Duliajan, Assam or an irrevocable Letter of Credit (L/C) from any of the following Banks –

- a) Any schedule Indian Bank or Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank in case of domestic bidder, or
- b) In case of foreign bidder, the Bank Guarantee can be accepted from any scheduled Bank in India or from International Bank who has its branch in India registered with Reserve Bank of India, or
- c) 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.

Note: Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-scheduled Bank of India shall not be acceptable.

The bank Guarantee issued by the Bank must be routed through SFMS Platform as per following details:

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

The above Message/Intimation shall be sent through SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129.



Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602”

Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

The Bank Guarantee/LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

OIL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

- 10.3 Bidders can submit Bid Security on-line through OIL’s electronic Payment Gateway.
- 10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder’s cost.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 10.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 39 below is furnished.

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- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 The Bid Security may be forfeited:
- i) If the bidder withdraws the bid within its original/extended validity.
 - ii) If the bidder modifies/revise their bid suo-moto.
 - iii) If the bidder does not accept the order/contract.
 - iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
 - v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder. 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 3(three) years.
 - vi) If the bidder changes the proposed pipe manufacturer/coating agency.
- 10.9 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the “Technical Attachment” tab of OIL’s e-portal. **The original Bid Security shall be submitted by bidder to the office of GM(Projects-C&P), Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM(Projects-C&P)’s office on or before 12.45 Hrs (IST) on the Bid Closing date.**
- 10.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.



11 EXEMPTION FROM SUBMISSION OF BID SECURITY

- 11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 If the bidder is a 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, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items/Services 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.

12 PERIOD OF VALIDITY OF BIDS:

- 12.1 Bids shall remain valid for **120 days** from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is

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mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to extend the period of validity for a specified additional period. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13 SIGNING OF BIDS:

- 13.1 Bids are to be submitted online through OIL's e-tender portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] and Encryption Certificate as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.



If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (**as per Proforma-G in Part-V**) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 13.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

14 SUBMISSION OF BIDS :

The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-tender portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's e-Tender Portal, detailed instructions under Heading **HELP DOCUMENTATION** are available in OIL's e-

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Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the **“Technical Attachment Tab”** Page only. Prices to be quoted as per **SOR format given in tender** and should be uploaded as Attachment just in the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid should not be submitted in physical form which shall not be considered.

15 DOCUMENTS COMPRISING THE BID:

Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL’s e-Tender portal shall comprise the following documents:

15.1 PART - I : TECHNO-COMMERCIAL/ UNPRICED BID (to be uploaded in “Technical Attachments” tab)

- a) Offer Covering letter (in bidder’s letter head)
- b) Power of Attorney in favour of Authorized signatory of the bid, as per Form G
- c) Format for Affidavit of Self-Certification Regarding Domestic Value Addition in Iron & Steel Products as per Form – A
- d) Bid Form as per Form B
- e) STATEMENT OF NON-COMPLIANCE as per Form C
- f) Bid Security as per Form D
- g) Documentation against Bidder’s Qualification Criteria
- h) Integrity Pact as in Annexure B to ITB
- i) General Information of the bidder as per Form – I
- j) Sub-Form-J1, J2 & J3
- k) Self-Declaration as per Form – N
- l) Undertaking By Bidders Towards Submission Of Authentic Information/Documents as per Form – O
- m) Exact Un-priced copy of Price Bid in price schedule format issued with the bidding document duly indicating **‘Q’ (Quoted)** in place of “price” and **‘NQ’ (Not Quoted)** where against each item where price to be quoted.
- n) Cover sheet of Addendum/Amendment (if any).
- o) Documentary evidence in case bidder is MSE bidder.
- p) Technical Compliance/data sheets/documents, required as per Material Requisition. Terms of Reference (TOR)
- q) Terms & Conditions for Indian Sourced Components/Services Offered by Foreign Bidder, if applicable and sourced by bidder.

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- r) Compliance to requirement of PAN No., GST certificate, Tax Residency Certificate as per relevant forms provided in Bidding Forms (applicable for foreign bidder in case of Site work/services in India is required as per scope of Bidding Document);
- s) Any other document required as per, Technical Specifications;

Please note that, price should not be mentioned in the “Technical Attachments” tab. The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

15.2 PART-II : PRICED BID (to be uploaded in “Notes and Attachments” tab)

Priced Bid containing only prices filled in the prescribed price schedule excel format and other formats provided in the Bidding Document, consisting of the following:

- a) Prices in Price Schedule formats issued with bidding document shall be uploaded at the designated place of the e-tender portal of OIL

Notes:



1. Part-II (Priced Bid) shall be uploaded in Notes and Attachments” tab of e-tender portal as mentioned in above
2. Deviation to terms & conditions, presumptions etc. shall not be stipulated in Priced part of bid. In case of any conditions stipulated in price bid, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).

15.3 No Physical Bids/Offeres shall be permitted. The offers/bids submitted online on e-tender portal of OIL shall only be considered for evaluation and ordering.

15.4 Bidders are required to submit the following documents in original also as per the manner prescribed in the bid document in sealed envelope titled “Original Documents for respective IFB. No” and the same shall be sent to OIL Office at Duliajan. Kind Attention: (Name mentioned in BID document) General Manager (C&P) within the final bid due date, besides uploading the scanned copies of the same on E-tender portal along with the e-bid:

- i) Original EMD/Bid Security along with 2 (two) copies) (if applicable).
- ii) Power of Attorney (POA) in favour of the bid signatory for signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iii) Any other document required to be submitted in original as per bid document requirement.

15.5 Timely delivery of the documents in physical form as stated in Para above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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- 15.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE :

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/ Representative/ Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of OIL. Failure to give such information will lead to rejection of the offer.



Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/ Representative/ Retainer/Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

However, Agent/ Consultant/ Representative/Retainer/Associate are permitted to attend bid opening and claiming of payment for their services, provided such as Agent/ Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as downloading of bid documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to OIL in advanced for scrutiny and acceptance or otherwise.

17 DEADLINE FOR SUBMISSION OF BIDS :

- 17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

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

17.3 The documents in physical form as stated in Para 15.4 must be received by Company at the address specified in the “Forwarding Letter” on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

18 LATE BIDS:

E-tender system of OIL shall close immediately after the deadline for submission of bid. Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. **The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.**

Unsolicited bids or bids being submitted in physical form/to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

19 MODIFICATION AND WITHDRAWAL OF BIDS

19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

20 EXTENSION OF BID SUBMISSION DATE:



Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons .In such a case, all rights and obligations of the Owner/Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

21 COMPLIANCE WITH TENDER

21.1 Enquiry has been issued on ZERO DEVIATION BIDDING basis, wherein bids with deviations shall not be acceptable. In view of the same, Bidder in his own interest is advised not to submit any deviation. Owner/Consultant reserves right to carry out bid evaluation with available information in the bid without any post-bid correspondence. Accordingly, bidder shall submit Techno-commercial compliance format duly signed as token of his acceptance.

21.2 Zero Deviation Terms:

Firm prices, Earnest money deposit (EMD) / Bid Security, Bid Document Fee, as applicable, Scope of work, Specifications, Price schedule, Delivery / Completion Schedule, Payment Terms, Period of validity of bid , Performance Bank Guarantee (PBG) / Security Deposit, Guarantee of Material/ Works, Arbitration / Resolution of dispute, Force Majeure, applicable

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laws & any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.



- 21.3 Bidder shall furnish quotations only for those items / parts:
- For which bidder is enlisted with OIL (Limited enquiries); or
 - For which Bidder can supply strictly as per Technical specifications including fulfilment of Bidder Qualification Criteria (BQC) wherever applicable (Press enquiries).

22 CLARIFICATION ON BIDDING DOCUMENTS :

- 22.1 A bidder may seek clarification regarding the Bidding Document provisions, bidding process and/or rejection of his bid. Consultant/Owner shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of award shall not be disclosed to any other persons not officially concerned with the bidding process.
- 22.2 A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Consultant in writing by e-mail/post at Consultant's mailing address indicated in the Bidding Document. All question/ queries should be referred to MECON not later than 3 (three) days before scheduled date and OWNER/MECON reserves the right not to entertain any pre-bid query after cut-off date.-Reply to Pre-Bid Queries shall be hosted on Tender portal.
- 22.3 Any modifications of the Bidding/RFQ Document, which may become necessary as a result of pre-bid queries/pre-bid discussion, shall be intimated to all the bidders through issue of an Addendum/Amendment.

23 PRE-BID MEETING :

- 23.1 Wherever pre-bid meeting is applicable, as specified in the bidding document, bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine enquiries and also by attending the pre-bid meeting by their competent personnel.
- 23.2 Bidder shall submit their queries strictly within cut-off date after which, Owner/Consultant shall reserve the right not to entertain any queries.
- 23.3 Pre-bid meeting shall be attended by competent representative(s) of the Bidder.
- 23.4 For cases where Bidders are required to meet Bidder Qualification Criteria (BQC) for their qualification against Bidding/RFQ Documents, Bidders may carry their qualification documents, which they feel are meeting the BQC during the pre-bid meeting.
- 23.5 In case of group wise/basket evaluation, the final group/basket to be quoted by the Bidders maybe revised post pre-bid meetings. In view of the same, along with the pre-bid queries, bidders may submit the details of the equipment/items out of a group for which they can meet Bid Documents/Technical Specifications, enabling OIL/Consultant to take suitable decision on revising group/basket.

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23.6 Conclusion of the pre bid meeting shall be uploaded as “Record Notes of Pre-Bid Meeting/Reply to Pre-bid Queries, containing clarifications to the queries” on Tender portal. Any modification/amendment to the commercial or technical part of the bidding document shall be issued through an amendment/addendum. This addendum/amendment shall be considered a part of the bidding document. However, Record Notes of Pre-Bid Meeting/Reply to Pre-Bid Queries containing clarification shall not be considered a part of bidding document.

23.7 Based on pre bid discussion and clarifications thereof, bidder shall endeavour to submit techno-commercially compliance bid.

24 OFFER WITHOUT ANY DEVIATION :

24.1 Owner/MECON will appreciate submission of offer based on the terms and conditions in the bid document, Scope of Work, and Technical Specification enclosed with Material Requisition etc. to avoid wastage of time and money in seeking clarifications on technical/commercial aspect of the offer. Bids having any deviation to the bid document Terms & Conditions shall lead to the offer liable for rejection.

24.2 If a bidder has not quoted any part/component, Freight, TPI charges, the same shall be considered inclusive.

24.3 Non-compliance shall result in rejection of the corresponding item/group/block.

24.4 Error/non submission of Taxes & Duties

The evaluation and ordering shall be carried out considering the rates of Taxes & Duties as quoted in the bid. In case quoted Taxes are more than the applicable rate, the evaluation shall be carried out based on the quoted rate but applicable rate of tax shall be clarified before placement of order.

24.5 Taxes & Duties, if not quoted:



- a) Composite bidding – Bids shall be rejected.
- b) Other than Composite bidding: Bidder shall be given chance to absorb the same, failing which the bid shall be rejected.

25 PRICE CHANGES/IMPLICATIONS AFTER OPENING OF TECHNICAL BIDS :

25.1 In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. Wherever, decision is taken to reject a bid, Bid Security, if submitted by the Bidder, shall also be forfeited and case shall be referred to PDD for appropriate action as per procedure.

25.2 In the event of any suo-moto decrease in price sought by a Bidder subsequent to the bid due date and which is not as a result of any change in scope of supply or terms and conditions specified in the bid document, the reduction in price shall not be considered for evaluation, however, the same shall be considered for ordering in case the Bidder happens to be the lowest techno-commercially acceptable.

26 BID EVALUATION CRITERIA :

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If there is correction/wrong entry or a difference between the values entered in figures and in words, the following procedure shall be adopted for evaluation:



- i) When there is a difference between the rate in figures and in words for an item, the rate which corresponds to the amount worked out by the Bidder for the item based on the quantity specified, shall be taken as correct.
- ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct.
- iii) When it is not possible to ascertain the correct rate as detailed above, the rate quoted for the item in words shall be adopted as the quoted rate.
- iv) If the total amount written against an item does not correspond to the rate written in figures and if the rate in words is not written by the bidder, then the higher of the rates, i.e. higher of the rate worked out by dividing the amount by the quantity and the rate quoted shall be considered for evaluation. In the event that such a bid is determined as the lowest bid, the lower of the rates shall be considered for ordering.

27 BID REJECTION CRITERIA :

- 27.1 Bids are invited under Zero Deviation bidding basis. Bids with deviations shall be rejected.
- 27.2 Owner/Consultant reserves the right to verify the authenticity of Digital Signature. In case Digital Signature is not authorized, the bid shall be rejected.
- 27.3 If a bidder submits prices in un-priced part of bid, the bid shall be rejected. Prices uploaded at the designated priced folder of the e-tendering website shall only be considered.
- 27.4 Mere acceptance of above mentioned points will not make bidder automatically qualify for this tender. Bidder to refer **Part II of Volume – I** for detailed Bid Evaluation Criteria.

28 BID OPENING :

- 28.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-H in Part-V**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the e-portal.
- 28.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing date/time will get extended up to the next working day and time.
- 28.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

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- 28.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.

29 EVALUATION AND COMPARISON OF BIDS

- 29.1 The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC)**, PART-II of the Bid Documents.
- 29.2 **DISCOUNTS/REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 29.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 29.4 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 29.5 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 29.6 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 29.7 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

30 COMPARISON OF OFFERS

- 30.1 The lowest evaluated bid shall be considered for award of order on the basis of landed cost at site for the respective grouped items as per Material Requisition including Supply, Site work (if applicable), Training (if applicable). The evaluated price shall be calculated based on the prices quoted by the bidder after considering the following:

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a) Indian Bidder:

- i. Ex-Works unit and total price of coated / bare pipes including packing, forwarding and charges towards loading of pipes on Carrier (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection testing and loading on carrier) but excluding GST.
- ii. CIF value of import for raw material and components incorporated or to be incorporated in the goods. The bidder shall provide description of such material, quantity, rate, value etc.
- iii. Inland transportation including all taxes, duties, levies, octroi etc. and excluding GST, despatch of coated pipes to Site/ dump area/ dump yard, establishment (hiring /owning) of dump area for intermediate storage, transit & storage insurance, storage and preservation of coated pipes at Site/ dump area/ dump yard for 12 months beyond contractual completion period or date of last coated pipe received at Site/ dump area/ dump yard whichever is later.
- iv Technical loading, if any, as defined in the Bidding document.

b) Foreign Bidder:



- i. FOB Unit and total price of coated pipes including packing and forwarding, applicable taxes and duties etc. (such price to include fabrication/manufacturing of the line pipes including all costs as well as duties and taxes applicable outside India, paid or payable on components and raw materials incorporated or to be incorporated in the goods, packing & forwarding of line pipes to coating facility, internal & external coating of pipes.
- ii. Ocean Freight charges (including stowage charges in case of pipes) upto the port of entry, India and marine insurance upto port of destination , in the price schedule. The request for separate FOB Price and Ocean Freight is merely to facilitate the comparison of bids.
- iii. Port handling, custom clearance, Inland transportation including all taxes, duties, levies, octroi etc. and excluding GST, despatch of coated pipes to Site/ dump area/ dump yard, establishment (hiring /owning) of dump area for intermediate storage, transit & storage insurance, storage and preservation of coated pipes at Site/ dump area/ dump yard for 12 months beyond contractual completion period or date of last coated pipe received at Site/ dump area/ dump yard whichever is later.
- vi. Technical loading, if any, as defined in the Bidding document.

30.2 Total Evaluated Price shall be summation of the evaluated prices for Foreign Sourced and Indian Sourced Components along with the quoted taxes & duties.



30.3 Item shall be awarded on individual/group wise/bottom line basis as per Bid Documents/RFQ to the Bidder(s) whose evaluated price for the individual item/group items/ bottom line is the lowest.

30.4 Other Conditions Related to Bid Evaluation:

- i. Input Tax Credit on GST (Goods & Service Tax) is available to Owner & the same shall be considered for the Purpose of evaluation.

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- ii. Prices quoted in PRICE BID as per the requirement of the bidding document shall only be considered for evaluation.
 - iii. Offer evaluation and ordering shall be on lowest bottom line group price basis in case of Group Bid Documents or on in individual item wise lowest basis or on bottom line basis as mentioned in Price schedule.
 - iv. In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase and the tender enquiry shall be refloated. Wherever, decision is taken to reject a bid, EMD/Bid Security, if submitted, by the Bidder, shall also be forfeited and appropriate penal action shall be initiated, as per Company Policy.
- 30.9 Purchase Preference to MSE bidders: Refer Clause No.VI of BEC of the Part II of this bidding document.
- 30.10 Policy for providing preference to domestically manufactured iron & steel products in government procurement:
- 30.10.1 Background and definition:
- 1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
 - 1.2 The policy is applicable to iron & steel products as provided in **Appendix A**, produced in compliance to prescribed quality standards, as applicable.
 - 1.3 Domestically Manufactured Iron & Steel Products (DMI&SP)" are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in **Appendix-A**.
 - 1.4 Domestic Manufacturer is a manufacturer of domestically manufactured iron & steel products (DMI&SP).
 - 1.5 Net Selling Price shall be the Ex-works/Ex-factory price comprising of the landed cost of imported steel at the plant and all other cost elements forming part of the conversion cost inclusive of nominal return on investment. This price is exclusive of any duties and taxes applicable ex-factory.
 - 1.6 Semi-Finished Steel shall mean billet, blooms, slabs (cast products), which can be subsequently processed to finished steel.
 - 1.7 Finished Steel shall mean Flat and Long products, which can be subsequently processed into manufactured items.
 - 1.8 Iron & Steel Product(s) shall mean such iron and steel product (s) which are mentioned in **Appendix-A**.

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30.10.2 Applicability of this policy:

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

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

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

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

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

30.10.3 Value Addition:

3.1 Value addition shall be the difference between the net selling price and the landed cost of imported input steel (of immediate prior process) at a manufacturing plant in India.

3.2 In case, the iron & steel products are made –

a. Using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to procuring Government agency.



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

c. Using only imported input steel, the following formula shall apply to calculate the percentage of domestic value-addition:

Domestic value addition (%) = $\frac{\text{Net selling price} - \text{Landed cost of imported input steel at the plant}}{\text{Landed cost of imported input steel at the plant}} \times 100$

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

d. Mother Pipe shall not be considered as an input material. Hence, work like welding/fixing of connectors on a finished product shall not be considered for claiming value addition. The value addition has to be shown in manufacturing of mother pipe.

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e. Green Pipe shall not be considered as an input material. Hence, work like welding/fixing of connectors on a finished product shall not be considered for claiming value addition. The value addition has to be shown in manufacturing of Green pipe.

f. Welded Pipes shall not be considered as an input material. Hence work like fitting/welding Multistart thread connectors, which are considered as a highly specialized engineering output, cannot be considered for claiming value addition.

g. If the pipe is made from billets sourced from indigenous and/ or foreign manufacturer, the value addition from imported source must meet the prescribed criteria of minimum 15% and as per provision under 3.1 and 3.2.b above.

h. The imported steel will have all the taxes and duties included which are borne by the importer including freight and insurance to bring the material at the plant.

i. Fabrication using finished steel products shall not constitute value addition as per the para 3.1 above. Any project which has aggregate steel products of value Rs. 50 Crore or more shall be eligible under this policy.

30.10.4 Self-Certification



4.1 Each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form 1 as per Proforma-A in Part-V** attached.

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

4.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. The onus of demonstrating the correctness of Affidavit of self-certification regarding domestic value addition in a steel product shall be on the bidder when asked to do so.

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

4.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of

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the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.

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



4.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.

4.8 In case of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document, in addition to the rejection of offer, EMD submitted by the bidder shall be forfeited. In the post award scenario, in case claim of the bidder for meeting domestic value addition is established to be incorrect, in addition of forfeiture of PBG submitted by the bidder, PO/contract shall also be terminated besides initiating action for banning of business dealings with such firms, as a consequence of termination in line with existing policy.

4.9 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

Table 1 APPENDIX A
List of Iron & Steel Products

Sl. No	Iron & Steel Products	Inputs (Imported or Domestic)	Minimum Value Addition
1	Ductile Iron Pipe	Pig Iron/Liquid Iron	15%
2	Wire rod & TMT bar	Billet	15%
3	Structural/sections	Bloom	15%
4	HR Coils, strips, sheets & plates	Slab	15%
5	HR universal/Quarto Plates	Slab	15%
6	CR coils/strips	HR coils	15%
7	Coated flat steel products/ GP/GC sheets/ Al-Zn coated	Slab/ HR Coil/ Cold rolled coils/strips	15%
8	Color coated, painted sheets	Slab/ HR Coil/ Cold rolled coils/strips	15%
9	All kinds of steel pipes & tubes	Slabs/ Plates/ HR coils	15%
10	Seamless tubes & pipes	Bloom	15%
11	Rails	Bloom	15%



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31 ADVANCE PAYMENT :

- 31.1 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.
- 31.2 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.
- 31.3 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.
- 31.4 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.

32 OPENING OF PRICED BIDS:

- 32.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 32.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 32.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected and the bid security will be forfeited.
- 32.4 OIL reserves right to go for Reverse Auction process or may finalize the tender without Reverse Auction, if required. However, the decision to conduct Reverse Auction or not will be conveyed to short-listed bidders prior to opening of price bid.
 - 32.4.1 Special Terms & Conditions and salient features for Reverse Auction are furnished in Addendum-B attached as Annexure C of ITB. The Business Rules for Reverse Auction and Process Compliance Form are given in Addendum- B. Bidders are required to sign the Business Rules for Reverse Auction and Process Compliance Form and attach this document along with the technical bid.
 - 32.4.2 Reverse Auction shall be conducted without loading Anti-Dumping duty (if applicable). However, after completion of the Reverse Auction, in case of Foreign bidders who have quoted goods originating from China and on whom the Anti-

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Dumping Duty is applicable as on date of Reverse Auction, Anti-Dumping duty so calculated as per the Notification shall be loaded on the final CIF Landed value quoted by those Foreign bidders (with Customs Duty as applicable on the Bid Closing Date of the Tender) in the Reverse Auction. The final evaluation of the offers will be done after loading Anti-Dumping duty on the prices obtained through Reverse Auction. .



- 32.4.3 Offers of short listed bidders, who have confirmed acceptance to OIL tender conditions on reverse auction, but do not participate in Reverse Auction, irrespective of their prices quoted in SRM price bid. (In addition to rejection of bid, the bid security will also be invoked in such case). If a bidder does not want to quote any price below the ceiling price during Reverse Auction, their ""Logged In" during Reverse Auction itself shall be considered as Participation.

32.5 ANTI-DUMPING DUTY

- 32.5.1 The Anti-Dumping Duty, if any, shall be applicable as per the latest Govt. guideline and will be payable by the bidder. Bidders are requested to note the same and quote accordingly.
- 32.5.2. Anti-Dumping Duty shall be borne by the bidder as mentioned above. A categorical confirmation in this regard is required from the bidders along with their offer, otherwise their offer will not be considered for further evaluation.
- 32.5.3. 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.
- 32.5.4. 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.

32.6 FALL CLAUSE:

- 32.6.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Dept. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
- 32.6.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Dept. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

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The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement

32.6.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order: - “I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the OIL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Dept. of Central Govt. or any Dept. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the OIL under the order.”

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) of sub-para 32.6.2 above, of which details shall be furnished by the supplier.

33 CONVERSION TO SINGLE CURRENCY:

While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

34 CURRENCY EXCHANGE RATE RISK:

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.



35 REPATRIATION OF RUPEE COST:

In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

36 NOTIFICATION OF AWARD OF CONTRACT/ORDER :

36.1 The Company will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.

36.2 Prior to the expiration of period of bid validity, the Company/Owner will notify the successful bidder by e-mail to be confirmed in writing, that his bid has been accepted. The notification of Award/Letter of Acceptance will constitute the formation of the Order.

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- 36.3 The Delivery Schedule shall commence from the date of issue of notification of award/Letter of Acceptance (LOA).
- 36.4 Award of Contract/Order will be by way of issuing a Letter of Acceptance (LOA). LOA will contain price, delivery and other salient terms of bid and bid document. Bidder will be required to confirm receipt of the same by returning “Copy of the LOA” duly signed and stamped by the bidder as a token of acknowledgement to the Company/Owner and the Consultant. Subsequently, detailed Purchase Order/Contract will be issued. Alternatively direct detailed Purchase Order may be issued without issuing LOA.
- 36.5 Upon the successful bidder's furnishing of Performance Security pursuant to Clause 39.0 below, the Company/Owner will promptly notify each un-successful bidder and will discharge their Bid Security as per relevant Clause herein in ITB.
- 36.6 **QUANTITY VARIATION:** The Employer/Consultant reserves the right to vary the quantity upto $\pm 15\%$ for item No. A1 & A2 and $\pm 5\%$ for balance items of the quantity of goods specified at the time of award without any change in quoted unit price or other terms and conditions.

In addition to above the Employer/ Consultant also reserve the right to delete the requirement of any one or more items from scope of supply without assigning any reason.

37 CONTACTING THE COMPANY AFTER BID OPENING :

Except as otherwise provided elsewhere in the bid, no bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.



An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

38 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:



Company reserves the right to accept or reject any or all bids and to 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, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

39 PERFORMANCE SECURITY:

- 39.1 On receipt of notification of award from the Company, the successful Bidder (including MSEs, Public Sector undertakings and other Government bodies) shall furnish to the Company the Performance Security for an amount specified in the Forwarding Letter and Letter of Award (LOA) issued by the Company to the Bidder as per **Proforma-E in Part-V** or in any other format acceptable to the Company and must be in the form of a Bank Guarantee or irrevocable Letter of Credit (LC) from:
- Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or

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- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
- c) 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
- 39.2 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.
- 39.3 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. The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- Note :** Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-scheduled Bank of India shall not be acceptable.
- 39.4 The bank Guarantee issued by the Bank must be routed through SFMS Platform as per following details:
- a.(i) “MT 760/MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760/MT 767 COV for amendment of Bank Guarantee
- The above Message/Intimation shall be sent through SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129. Branch Address : Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District : Dibrugarh, PIN : 786602”
- b. Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.
- The Performance Security shall be denominated in the currency of the contract.
- 39.5 The Performance Security specified above must be valid for **3(three) months beyond the contract period**. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 39.6 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfil its obligations under the Contract.
- 39.7 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 39.8 Failure of the successful Bidder to comply with the requirements of clause 41.0 and/or 42.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security

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or Performance Security. In such an eventuality, the party shall be debarred for a period of 3(three) years from the date of default.

40 INTEGRITY PACT:

- 40.1 The bidder confirms that all declarations made in this Integrity Pact are true and correct. In case of any declaration turning out to be false, the bidder shall not be allowed to take the defence that the correct declaration is given elsewhere in the offer. For example, any and all cases of transgression as defined in the Integrity Pact must be reflected in the Integrity Pact itself or attached as an appendix to the Integrity Pact with a corresponding reference marked in the transgression provision in the Integrity Pact so that Integrity Pact remains a single and unified document with regard to the objective of Integrity Pact.
- 40.2 This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be uploaded by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid. The names of the OIL's Independent External Monitors (IEMs) at present are as under:

SHRI SATYANANDA MISHRA, IAS (Retd.), former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India,

E-mail ID: satyanandamishra@hotmail.com

SHRI RAJIV MATHUR, IPS (Retd.,) Former Director, IB, Govt. of India,

E-mail ID: rajivmathur23@gmail.com



SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC ,

E-mail ID : jagmohangarg@gmail.com

- 40.3 Bidder (s) not complying with the requirements of Integrity Pact shall be rejected.

41 PACKING :

- 41.1 The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse till the time of issuance to erection contractor. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.
- 41.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Bidding Document.
- 41.3 Proper Tally sheet (in Original) indicating length of each joint of tubing with heat number of the joint should be furnished to OIL. The Tally sheet should be duly signed & stamped by the Manufacturing Mill and will be endorsed (certified) by the third party inspection agency. A soft

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copy of above tally sheet is to be sent in EXCEL FORMAT along with the despatch document.
Bidder to confirm the same while quoting.

- 41.4 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.
- 41.5 Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel, description and weight of material and shipping marks etc. to be submitted along with the documents.

42 INSPECTION AND TEST:

- 42.1 In the case Indian bidder sourcing materials from abroad, the inspection shall be arranged through Third Party Inspection agency (i.e. LRIS/BV/DNV/TUV/CEIL) in the country of origin & charges of the same shall be included in quoted prices.
- 42.2 Foreign vendors shall include inspection charges of Third Party Inspection agency (i.e., LRIS/BV/DNV/TUV/CEIL) in the country of origin. In the case of foreign party sourcing items from India the inspection shall be by the Consultant (MECON), no additional charges shall be payable to seller on account of the same.

The Inspection Agencies mentioned at any other place in bid document shall stand modified with agencies indicated above.



- 42.3 **THIRD PARTY INSPECTION:** Inspection by an independent third party to cover the following shall be required against all items. (i) Material Identification. (ii) Audit and endorsement of all chemical analysis and physical test reports. (iii) Witness dimensional checks. (iv) Witness mechanical tests. (v) Witness NDT. (vi) Witness hydrostatic tests (vii) Visual inspection for imperfections. (viii) Wall thickness measurement. (ix) Grade comparison. (x) Longitudinal Defect identification (xi) Transverse Defect identification (xii) End area defect identification. (xiii) Thread inspection. (xiv) Check and verify length of each joint. (xv) Issue of certificate.

43 WARRANTY/ GUARANTEE and DEFECT LIABILITY:

Contractor shall guarantee the design, workmanship and the freedom from defects of the Goods and/or Services for a period of one (1) Gregorian year from the installation, commissioning and PGTR or eighteen (18) Gregorian months from the date of receipt of the Goods and/or Services by Company, whichever occurs earlier.

Notwithstanding anything else to the contrary, If, within these specified periods, Contractor receives notice from COMPANY of any alleged defect in or non conformance of any product or repair and if in the Contractor's sole judgment the product or repair does not conform or is found to be defective in material or workmanship then COMPANY shall at Contractor's request, return the part or product F.O.B. for Foreign Contractor and F.O.R Duliajan (Despatching Station) for Indian Contractor to Contractor's designated plant or service location. Any repair work performed by Contractor is warranted for one year from completion of such repairs and applies only to work performed.

If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the Consultant/OIL in writing.

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Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis for Indian Contractor and C.I.F Kolkata for Foreign Contractor including payment of all taxes and duties at Seller's expense. Also, an additional Contractual Performance Guarantee shall be furnished separately for the extended period of liability for that portion of work/equipment only.

Contractor, at Contractor's option and expense, shall repair or replace the defective part or product, or repay to COMPANY the full price paid by COMPANY for such defective part, repair or product. Any repayment of the purchase price shall be without interest. Contractor's warranty liability, including for defects caused by Contractor's negligence, shall be limited to such repair, replacement or refund, and shall not include claims for labour costs, heavy lifting, rig stand-by time, expenses of COMPANY resulting from defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind.

Any Liability arising due to failure to obtain required mandatory statutory approval for the Plant and the installed instrument/facility as stipulated vide provisions of Oil Mines Regulations, DGMS, Indian Explosives Act, Indian Electricity Rules, Petroleum Rules, Indian Boiler Regulations etc. in force or byelaws / directives promulgated by Govt. Circulars/ Regulatory Boards/Panels, Enforcement Directorates etc will be borne by the Consultant.

Any liability due to wrong/improper framing of commissioning & testing procedures and Safe Operating Procedures (SOPs) for all field equipments, system, etc. will be borne by Consultant.

Contractor will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than Contractor's authorized representative, failures due to lack of compliance with recommended maintenance procedures or products which have been repaired or altered in such a way (in Contractor's judgment) as to affect the products adversely.



THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

44 APPLICABLE LAW :

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of Courts situated in Guwahati.

45 INSURANCE :

- 45.1 The Seller shall arrange Comprehensive Marine Cum Transit insurance policy for the goods being dispatched to Project site as may be necessary with reputable insurance companies to the satisfaction of the OIL. Contractor shall, at his own expense arrange, secure and maintain insurance. Bidder's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contract. However, storage of goods at site and erection of all the material and equipment's to be incorporated in permanent works shall be covered under above MCE

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insurance policy by Owner. The insurance required under prevailing Indian laws for bidder's personnel, equipment as well as Third Party Insurance shall be arranged by the Seller.



- 44.2 The Contractor will insure the Goods for its full replacement value till the coated pipes are handed over to erection contractor. Employer will be co-insured in the Policy
- 44.3. Any damage or loss or short receipt noted by the Employer on receipt of material at Site / dump area / dump yard or at the time of taking delivery at Warehouse/ dump yard, as the case may be, OIL might immediately inform the Contractor through e-mail/fax/letter. The documentary evidence shall be forwarded to Contractor in due course.
- 44.4. The Contractor shall take immediate step to lodge claims with its insurer and arrange to make good or immediate replacement of damaged/lost/short receipt material without waiting for insurance claim settlement.
- 44.5. In case the damage is repairable and carried out by the OIL to save time, the Contractor will reimburse the cost of repair, immediately on demand.
- 44.6 The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised.

46 TERMS OF PAYMENT :

- 46.1 Payment Terms are enclosed as Annexure to Special Conditions of Contract.
- 46.2 Advance payment as specified in the payment terms shall be payable.

47 SHIPMENT DOCUMENTATION :

- 47.1 Following despatch documents are required to be submitted by the Supplier immediately after shipment is made.
 - 47.1.1 Invoice
 - 47.1.2 Inspection Release Note by Third Party Inspection Agency / Purchaser / Consultant.
 - 47.1.3 Clean Bill of Lading/Clean Airway Bill
 - 47.1.4 Packing List identify contents of each package
 - 47.1.5 Test Certificates (NDT reports, MTC, etc. as per Bid Documents)
 - 47.1.6 Certificate of Measurement and Weight
 - 47.1.7 List of documents as specified in Vendor Data Requirement in Material Requisition/Purchase Requisition & counter stamped by TPIA /MECON
 - 47.1.8 Estimated Time of Arrival (ETA) of Vessel at port of entry
 - 47.1.9 Documents pertaining to ocean freight
 - 47.1.10 Country of origin certificate issued by relevant Chambers of Commerce
 - 47.1.11 Documents in support of Customs duty exemption or waiver or reduced rate, as applicable under CEPA, FTA, Multi-lateral, Bi-lateral trade agreement between India and bidder's country, if exemption is claimed in the bid.

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One set each of the above documents is to be sent by first class courier to Project Manager of Consultant, Project Manager of OIL and Purchaser.

The supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of following shipping documents.

BILL OF LADING: Bill of lading shall be ‘Clean on Board’. Ocean Bill of Lading be made in favour of (Purchaser) or order of the bank (and not order of the shipper) and the notify column should indicate OIL at its address.

PACKING LIST: Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages. In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.

Within 48 hours after shipment, the supplier shall send shipping advice to Project Manager of Consultant, Project Manager of OIL and Purchaser giving particulars of the shipment, vessel’s name/Airlines, Flight No. & Date on which materials actually left (and not tentative flight No. and Date), Port of Shipment, Bill of Lading No. & Date, contents in brief, Purchase Order Number, total FOB and Freight Values, number of Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services, information must contain both Master Air Way no. & House Airway Bill no.

In case of free replacement/supply of components/parts, the supplier shall advise Project Manager of Consultant, Project Manager of OIL and Purchaser above dispatch particulars along with specific statement ‘Free Supply’ ‘Value for customs purposes only’.

48 TAXES & DUTIES:



48.1 GOODS AND SERVICES TAX:

In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

48.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

48.3 “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

48.4 Quoted prices should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods /Services (Service Provider) providing taxable service shall issue an Invoice/

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Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

48.5 Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

48.6 The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

48.7 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

48.8 The bids will be evaluated based on total price including applicable GST.



48.9 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

48.10 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.



48.11 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

48.12 GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

48.13 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or/and is liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

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- 48.14 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 48.15 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 48.16 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws.
- 48.17 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 48.18 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL. Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 48.19 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 48.20 The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.
- 48.21 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 48.22 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 48.23 Documentation requirement for GST :

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The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars -

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply
And
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of advance taken along with particulars as mentioned in Clause nos. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.



48.24 Anti-profiteering clause -

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

48.25 In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/black listed after award of work for supply of goods /services, and then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

49 INCOME TAX:

Income Tax as applicable shall be included in the price and will be deducted at source as TDS by OIL. Owner shall issue a Tax deduction or withholding certificate to the MPC Contractor

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evidencing the Tax deducted or withheld and deposited by Owner on payments made to the MPC Contractor to enable him to claim the credit of the Tax deducted or withheld by Owner.

50 STATUTORY VARIATIONS :

- 50.1 No variation on account of taxes and duties, statutory or otherwise, shall be payable by OIL/Consultant to contractor/vendor except for GST. Any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. In case, input tax credit of GST is available to OIL/Consultant beyond Contractual completion date, the same may be reimbursed by OIL/Consultant. Any reduction in taxes and duties included in the price shall be passed on to OIL/Consultant.
- 50.2 For the purpose of applicability of statutory variations on GST (Goods & Service Tax) as above (including imposition of any new taxes/duties/levies, etc.) under above terms, each staggered delivery of lots (due in a specific month as per delivery schedule for bulk items) shall be considered as delivery date for the respective lot(s).
- 50.3 Statutory Variation in GST (Goods & Service Tax), within the contractual completion period shall be on Owner's account against submission of documentary evidence. However, in case of delay in completion beyond the contractual date, for reasons attributable to Seller, any increase in GST(Goods & Service Tax) shall be borne by Seller, whereas any decrease shall be passed on to OIL.
- 50.4 If the statutory variation entitles the employer to recover the amount (irrespective of contractual delivery) such amount will be recovered from any bill of the Supplier immediately on enforcement of such variation under intimation to the Supplier.
- 50.5 Any increase/decrease in the net amount of such duties, taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/ input) after the date of submission of price bid or revised price bid, if any, but within the contractual completion date as stipulated in the CONTRACT will be to the account of COMPANY.
- 50.6 COMPANY shall not bear any liability in respect of:
 - (i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor/sub-sub contractors and Agents etc.
 - (ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their subcontractors, agents etc.
 - (iii) Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

50.7 NEW TAXES & DUTIES

All new Indian taxes/duties/cess/levies notified after the date of un-priced bid opening/submission of any subsequent price implication/revised prices, but within Time for Completion/extended Time for Completion (due to reason attributable to OIL), shall be to Owner's account. These shall be reimbursed against documentary evidence. However, wherever any new taxes & duties are imposed and previous taxes & duties are abolished/discontinued, the same shall be considered on case to case basis. Further, in case of delay

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attributable to supplier, any new or additional taxes and duties imposed after Time for Completion, as above, shall be to supplier's account.

Note: wherever any price implication/revised prices is obtained from bidders after un-priced bid opening, bidder to consider any new taxes/duties/cess/ levies notified after un-priced bid opening in this price implication/revised prices.

50.8 GENERAL :

- a) Any error of interpretation of applicability of taxes/duties by the contractor shall be to bidder's account.
- b) The classification of goods as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the Owner on account of any error on the part of the SUPPLIER.
- c) Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of Owner towards Payment of Taxes & Duties shall be limited to applicable GST except for the statutory variation in taxes & duties & Clause 50.3 above.

51 LIMITATION OF LIABILITY

- 51.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights, breach of Confidentiality, Anti-Bribery, Corruption and Conflicts of Interest, under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

52 CARTEL FORMATION



In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/placement of order. EMD/Bid Security submitted by such bidder shall be forfeited and such bidder will also be put on Holiday/Negative list of OWNER barring them from bidding in future.

53 ORDER OF PRECEDENCE

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the Term & Conditions defined in the various documents, the order of Precedence shall be as follows:

- Bidding Document and its enclosures along with bidding document Amendment to Bidding Document, if any
- Bidding Document/IFB along with Bid Data Sheet
- Job Specifications
- Drawings
- Technical specifications
- Instructions to Bidders (ITB)

A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and its Annexure.

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54 FORCE MAJEURE :

- 54.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade, acts of government of the two parties which makes performance impossible or impracticable and any other cause whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 54.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 54.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.



55 SETTLEMENT OF DISPUTES AND ARBITRATION:

Arbitration (Applicable for Suppliers/Contractors other than PSU):

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
UptoRs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
UptoRs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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The venue of all arbitrations will be at Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

56 NOTICES:

- 56.1 Any notice given by one party to other, pursuant to this Purchase Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

Company

CGM (Projects)
Projects Department
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Email: prodproj@oilindia.

Contractor

e-mail id:

- 56.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

57 ROYALTY AND PATENTS:



Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

58 WAIVER:

Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

59 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

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60 LIQUIDATED DAMAGE



CONTRACTUAL DELIVERY PERIOD

1. In the event of delay on the part of the Contractor to deliver package material/items, within the stipulated period of delivery, Liquidated Damage (L/D) @ 0.5% of per unit package cost, per Week or part thereof subject to maximum of 7.5% will be applicable. Should there be default on the part of the Seller to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions as above to invoke the Performance Security without causing any notice to the Seller to this effect.
2. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

61 TERMINATION

- 61.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contractor the extension period, if exercised by Company under the provision of the Contract.
- 61.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 53.0 above.
- 61.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 61.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up-to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 61.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 61.6 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

END OF PART – 1, VOLUME-I

	PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG9236P19	
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VOLUME-I PART-II

BID EVALUATION CRITERIA:

I. BID EVALUATION CRITERIA (BEC):

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.

A Scope of work

Item No.	DESCRIPTION			QTY (Meter)	Type Of Finish
	Manufacturing & supply of API 5L PSL 2 Carbon Steel Line pipes (LSAW / HSAW/ HFW) as per following details				
	Specified Outside Diameter inch(mm)	Material Grade	Specified Wall Thickness (mm)		
A1	30" (762)	X-70	12.7	38,531	Coated
Item No.	DESCRIPTION			QTY (Meter)	Type of Finish
	Manufacturing & supply of API 5L PSL 2 Carbon Steel Line pipes (LSAW) as per following details				
	Specified Outside Diameter inch(mm)	Material Grade	Specified Wall Thickness (mm)		
A2	30" (762)	X-70	15.9	393	Coated
A3	30" (762)	X-70	15.9	750	Bare
Total				39,674	

Details of scope are as follows:

For Item nos. A1& A2



Manufacture and Supply of Coated Pipe (3LPE External coating only), transportation and handling of all coated pipes to designated Ware houses/Storage Yard(s) including development & maintenance thereof.

Note: Land for Warehouse/Storage Yard shall be arranged by owner (i.e. Oil India Ltd.).

For Item nos. A3

Manufacture and Supply of Bare Pipe, Transportation and handling of Bare Line Pipes up to designated Warehouses/Storage Yard(s) including development & maintenance thereof.

Note: Land for Warehouse/Storage Yard shall be arranged by owner (i.e. Oil India Ltd.).

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Note

1. Bidders quoting for item A1, A2 & A3 have to quote for full quantity, else bidder's offer shall not be considered for evaluation for these items.
2. Item Nos. A1 & A2 shall have External Coating.
3. Item no. A3 shall be supplied in bare condition only, without any External Coating.
4. Pipe coating implies External 3 Layer Polyethylene (3LPE) Coating.
5. Detailed scope of work and technical specifications are contained elsewhere in the tender document.
6. Raw Material Inspection will be witnessed by Vendor appointed TPIA as per EN 10204, 3.2 certification.
7. **A bidder quoting for item A2 or A3 must quote for both the Items i.e. A2 & A3 together, else bidder's offer shall not be considered for evaluation. Items A2 and A3 will be clubbed together for evaluation and award.**

1. TECHNICAL CRITERIA:

1.1 TECHNICAL



Bidders quoting for supply of Coated Pipes should meet combined qualification of Bare Pipes and Coating Work as stipulated below.

1.1.1 Qualification Criteria for Bare Pipe (Domestic / Foreign Bidders)

- 1.1.1.1 The bidder shall be a manufacturer of API 5L (PSL2) or equivalent quality line pipes and shall have valid license to use API monogram on line pipes with product specification level PSL-2 quality from the proposed pipe mill (s).
- 1.1.1.2 The bidder should have manufactured and supplied from the proposed pipe mill (s) at least 50% of the quoted quantity of line pipe in a single order as per API 5L, PSL-2 (or equivalent) that are of same type and equal or higher in terms of diameter, wall thickness and material grade as quoted for, in last 05 (five) years to be reckoned from the original bid closing date of the tender.

Equivalence with API 5L PSL-2 shall be established based on the requirements of four parameters i.e. Specified Minimum Yield strength, Cold expansion, Fracture Toughness & 100% Non-Destructive Examination of weld seam. The individual value shall be same or better. For establishing equivalence with API 5L PSL-2, bidder shall submit the copy of applicable code (English translation of relevant extracts) duly certified by Chamber of Commerce, in case the code is in different language other than English. In addition, bidder shall submit certified document establishing the equivalence of SMYS and Fracture Toughness Test results.

- 1.1.1.3 **The Mill Qualification** : The bidder shall furnish a certificate for proposed pipe mills along with their bid, which have not been audited by OIL/or its authorized representatives or, have not supplied pipes to OIL of same or higher size and material Grade as quoted for or higher grade during last five years reckoned from the due date of submission of bid, as per Format **(Proforma – Q1)** provided in the bid document, from a reputed International inspection agency (M/s. Lloyds /M/s BVQI /M/s. RITES /M/s. I.R.S. /M/s. Tuboscope Vetco /M/s. TUV /M/s DNV) certifying that the mill has capability to produce line pipes complying with

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technical requirements specified in the bid documents. Non-compliance to the above requirement will make the mill liable for rejection.

- 1.1.1.4 The Bidder shall procure Steel HR Coils/Plates from the steel HR Coils/ Plates manufacturer as per list provided in bid document.

1.1.2 Qualification Criteria for Coating Work

The bidder's proposed coating plant shall have experience in application of three-layer side extruded PE (3LPE) coating of bare line and shall meet the following criteria:

- 1.1.2.1 The bidder proposed coating plants (s) should have executed at least one line pipe coating contract using Three – Layer polyethylene extruded (3LPE) External Coating of line pipe of Outside diameter 24” or higher of minimum 50% of quoted length under a single contract in last 05 (five) years reckoned from the original bid closing date of the tender.

- 1.1.2.2 **Coating Plant Qualification:** The Bidder shall furnish a certificate for proposed coating plant along with their bid, which have not been audited by OIL/ or its authorized representatives or, have not carried out Coating application for OIL of same or higher size during last five years reckoned from the Due date for Bid Submission , as per Format (**Proforma – Q2**) provided in the bid documents, from a reputed International inspection agency (M/s. Lloyds /M/s BVQI /M/s. RITES /M/s. I.R.S. /M/s. Tuboscope Vetco /M/s. TUV /M/s DNV) certifying that the plant has capability to coat line pipes complying with technical requirements specified in bid document. Non-compliance to the above requirement will make the plant liable for rejection.



- 1.1.3 Bidder who are line pipe manufacturer and do not have coating plant facility can also participate in the bidding process by submitting their bid along with MOU with coating contractor for External Coating. In such case, proposed coating contractor shall meet the qualification criteria for coating works as stipulated at cl. no. 1.1.2 of BEC above and shall be firm for execution of the contract and all the activities of the Project for the entire contract period including Defect Liability Period.

Bidder shall incur all liabilities and shall have sole responsibility for delivering the coated pipe till completion of the contract including Defect Liability Period.

Such an arrangement of submission of MOU, shall not invoke clause no. 3 of ITB.

- 1.1.4 **For Authorized Coated Pipe Supplier** - The bidders who are sole selling agents/authorized distributors /authorized dealers/ authorized supply houses of the domestic manufacturers of coated line pipes are eligible to bid on behalf of the domestic manufacturers. However, this shall be subject to the following conditions:

- i) The bidder shall furnish an authority certificate from the line pipe manufacturer, confirming the bidder's status as their authorized supplier/trading house. The Authority Certificate shall be valid up to the completion of tenure of the order in accordance with the Bidding Document. Also the bidder shall furnish from pipe manufacturer, a certificate to the effect that the manufacturer as a corporate policy does not quote directly and their pipes are quoted through their authorized supplier/ trading house only.
- ii) Bidder shall supply the coated line pipe produced by the established coated line pipe manufacturer who meets the qualification requirements of bare line pipes and of coating, as indicated at clause 1.1.1 and 1.1.2 above.

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- iii) Further, one manufacturer can quote only through one supplier and a supplier shall offer product of only one manufacturer.
- iv) The bid shall be liable for rejection in case of change of proposed coated line pipe manufacturer/mill after submission of bid. Similarly, the coated line pipe manufacturer cannot change its sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house of the domestic manufacturers after submission of bid, or else the bid shall be rejected.
- v) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the OIL / MECON as per the policy.

1.1.5 BIDS FROM CONSORTIUMS ARE NOT ACCEPTED. BIDS FROM JOINT VENTURES ARE NOT ACCEPTED.

1.1.6 DOCUMENTARY EVIDENCES TO BE SUBMITTED BY THE BIDDERS IN SUPPORT OF THEIR BIDS

- a) Documentary evidence in support of the above works / supply in the form of Purchase Order/Contract document / Work Order

And

- b) Work Completion Certificates /Inspection Certificate or Inspection Release Note / final bill payment documents from the client(s) is to be submitted, failing which the offers will be rejected.

The bidder shall give information on each individual work /supply executed during the past 5 (five) years, ending original bid closing date, indicating the following:



- Brief Description of supply /work
- Executed Value of supply / Contract
- Date of completion of supply / work
- Name & postal address of client
- Contact person in Client Office

- c) Notarised copy of API License to use API monogram on API 5L PSL-2 line pipes

In absence of requisite documents, OIL/MECON reserves the right to reject the bid without making any reference to the bidder.

For establishing equivalence with API 5L PSL-2, bidder shall submit the copy of applicable code (English translation of relevant extracts) duly certified by Chamber of Commerce, in case the code is in different language other than English. In addition, bidder shall submit certified document establishing the equivalence of SMYS and Fracture Toughness Test results.

In case bidder is participating in the bidding process by submitting their bid with MOU as stated in clause no. 1.1.3, the bidder shall submit Memorandum of Understanding (MOU) duly signed by authorized signatories of the both the company entered prior to stipulated due date of submission of bids and valid till Time for Completion plus Defect Liability Period for the work.

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- d) Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities.
- e) Documents in the form of copies of relevant pages of Contract and Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of executing the job as mentioned in the Scope of Work/Terms of Reference/Technical Specification of the bidding document, the date of those documents need not be within five (5) years preceding the bid closing date of the tender, but the date of execution must fall within the period of five (5) years prior to the original bid closing date of the tender.
- f) Reference address under which last service provided.
- g) In case of Foreign bidder, if the required documents for establishing the qualification criteria, such as Purchase Order, Inspection Release Note etc., are not in English language, then the English translation copy of the same shall be furnished duly certified, stamped and signed by Local Chamber of Commerce along with the unpriced bid.

All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid and duly authenticated as mentioned elsewhere in the bidding document.

2. FINANCIAL CRITERIA

- a) **Annual Turnover of Bidder:** The minimum annual financial turnover in any one of the preceding 03 (three) Financial/Accounting Years from the original bid closing date (BCD) as per Audited Annual Financial Reports shall be as under:

Item no.	Indian Bidder (In INR)	Foreign Bidder (In USD)
A1	366800000	5055788
A2+A3	13350000	184009

Exchange rate considered is 1 USD = INR 72.5505 as on 17.09.2018



- b) **Net Worth:** The financial Net Worth of the Bidder must be Positive for the preceding Financial/Accounting year from the original bid closing date.
- c) **Working Capital Requirement:** The minimum working Capital of the Bidder in the preceding Financial/Accounting Year from the original Bid Closing date, shall be as under:
- d)

Item no.	Indian Bidder (In INR)	Foreign Bidder (In USD)
A1	73360000	1011157
A2+A3	2670000	36801

Exchange rate considered is 1 USD = INR 72.5505 as on 17.09.2018

Note 1: In case bidder quotes for more than one item, requirement of annual turnover and working capital shall be on cumulative basis (Addition of both i.e. A1 + (A2+A3))

Note2: Documentary evidences in the form of Audited Balance Sheet and Profit & Loss Account of preceding 3 Financial/Accounting Years to be considered from the original bid closing dated shall be submitted along with the Techno-Commercial bid towards proof of having Annual Turnover as stated above. However, in case of non-corporate bidder, the Financial Statements are to be submitted, duly certified by practicing Chartered Accountant's Firm as applicable.

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Note3: Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year (as the case may be) has not been audited so far.

Note4: For proof of Annual Turnover, Net worth & Working Capital, the following documents must be submitted along with the bid: -

- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover, Working Capital & Net worth.

AND

- ii) Audited Balance Sheet along with Profit & Loss account. In case of Foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

Note5: In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder has to provide documentary evidence for the same.



Note6: In case the audited Balance sheet and Profit & Loss Account submitted are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit & Loss Account were signed. A Certificate from the Chartered Accountant is to be submitted by the bidder regarding converted figures in equivalent INR or USD.

All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid and duly authenticated as mentioned elsewhere in the bidding document.



II. BID REJECTION CRITERIA (BRC)

1. The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "PRICE" bid separately through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be uploaded as per the Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Price Bid to be uploaded as per the Price Bid format in the "Notes & attachment" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

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

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2. Except for the provisions of escalation provided elsewhere in the bidding document, bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account unless mentioned otherwise in the bidding document.
3. Validity of bids shall be minimum **4 months (120 days)**. Bids with lesser validity will be rejected as being non-responsive.
4. During the Online submission of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. **The Original Bid Security shall however be forwarded to office of the “GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan-786602, Assam”** which should reach the said office on or before 12:45 Hrs(IST) on the bid closing date, otherwise Bid will be rejected.
5. The authenticity of digital signature shall be verified through authorised CA after bid opening and in case if the digital signature is not authorised, the bid will be rejected.
6. Bids received through the e-procurement portal shall only be accepted. Bid not submitted in compliance with special methods of submitting system mentioned in 1 above (wherever applicable) will be rejected. Bids received in any other form shall not be accepted.
7. The Integrity Pact (if applicable) must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
8. Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
9. Bids submitted after the Bid Closing Date and Time will be rejected.
10. The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
11. Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
12. Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
13. Any Bid containing false/incorrect statement will be rejected.
14. Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.
15. Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in India. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of

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their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/ Retainer/Associate cannot represent more than one foreign principal.



16. Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
- i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety, Environment & Labour Law
 - viii) Termination Clause
 - ix) Integrity Pact

III. GENERAL:

1. In case the bidder takes exception to any clause of Bid Document not covered under BEC/BRC, then the Company (OIL) has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company (OIL). The loading so done by the Company (OIL) will be final and binding on the Bidder. No deviation will however, be accepted in the clauses covered under BEC/BRC.
2. To ascertain the substantial responsiveness of the bid the Company (OIL) reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received within the deadline given by the Company (OIL), failing which the bid will be summarily rejected.
3. In case any of the clauses in the BRC contradicts with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
4. Any exceptions/deviations to the tender must be spelt out by bidder in their 'Techno-Commercial' bid only. Any additional information/terms/conditions furnished in the 'Price Bid' will not be considered by the Company (OIL) for evaluation/award of contract.
5. The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to the Company (OIL) as and when asked for.

IV. CUSTOMS DUTY:

The supplies under this Contract shall be carried out in PEL/ML areas of the Company (OIL) which have been issued or renewed after 01/04/1999 and therefore, Customs Duty on the imports under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No Customs Duty is therefore considered for evaluation of bids.

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V. PRICE BID EVALUATION (Part of BEC):

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below:

1. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
2. For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced 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. **The bidders must quote their charges/rates in the manner as called for in the Price Bid Format as Annexure to SCC. Bids will be evaluated on item wise / items clubbed together.**

Item no. A1 and (A1+A2) shall be considered / treated as an individual item for evaluation. Bidder must quote full quantity including all the sub-items of individual MR item mentioned above under Material Requisition of tender, otherwise bidder's offer for that individual MR item (as mentioned above) will not be considered for Evaluation.

4. **Evaluation Methodology of Bids:** The price quoted by the bidder in the Price Bid Format shall be considered for evaluation of the bid. The GST at the rate applicable to this tender shall be calculated for each line item as stated in the Price Bid Format by multiplying the Quoted Price by the Rate of GST and shall be added to the quoted price to arrive at the value (price) of the Contract. The Contract Price shall be the Quoted Price of the bidder plus the GST.



VI. PURCHASE PREFERENCE CLAUSE:

a. Purchase Preference to Micro and Small Enterprises:

Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public

Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs):

- i) Issue of tender documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD / Bid Security.
- iii) In tender, participating Micro and Small Enterprises, quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises shall be allowed to supply up to 20% of the total value of group / item. In case of more than one such Micro and Small Enterprises, the supply shall be shared equally subject to matching the L1 price.
Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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- 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 atleast 51% share in the unit.
 - c) In case of Private Limited Companies, atleast 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.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case bidder is a Micro and Small Enterprise under the Micro, Small and Medium Enterprises Development Act 2006, the bidder shall submit the following:
- a. Documentary evidence that the bidder is a Micro or Small Enterprises 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.
 - b. If the MSE is owned by SC/ST entrepreneurs the bidder shall furnish appropriate documentary evidence in this regard.
 - c. The above documents submitted by the bidders shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or having any interest in the bidders company / firm) where audited accounts are not mandatory as per law.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

b. POLICY TO PROVIDE PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT DMI & SP



Ministry of Steel, Govt. of India, vide their notification “The Gazette of India, Extraordinary Part II no. 357 dated 09.05.2017”, notified the “Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement”

- 1 Under the policy, purchase of the Iron & Steel Products covered under column ‘a’ of **Appendix – A** of the policy (enclosed in ITB), shall be subject to minimum value addition as stipulated in the Appendix. Value addition shall be determined by formula specified in clause 7.2 of the policy.
- 2 The bidder shall be the manufacturer of offered product except if the specific enquiry permits Sole Selling/ Authorized Distributors/ Authorized Dealers / Authorized Supply Houses etc. of the domestic manufacturers.
- 3 In case of detection of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document, at any stage before or after award, the following actions shall be taken by the procuring company:

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- a. Forfeiture of Bid Security depending upon the stage of detection.
 - b. Banning of business dealings in line with policy.
- 4 In case of any complaint or doubt regarding the domestic value addition furnished by a bidder in his bid, OIL / MECON shall reserve the right to verify the domestic value addition. The bidder shall provide unhindered access to his relevant records in this regard, to the authorized representatives of OIL/ MECON.
 - 5 Bidder shall furnish self-certification as per format enclosed (**Form-1 enclosed under Proforma A**) with the policy else bid of such bidder shall be rejected.

END OF PART – II, VOLUME-I
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VOLUME I: COMMERCIAL PART III SECTION - 1

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.



Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of the Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulates requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- a. Contract Agreement
- b. Letter of Award
- c. Schedule of Rates
- d. Terms of Reference and Technical Specifications.
- e. Drawings
- f. Technical/Material Specifications.
- g. Special Conditions of Contract.
- h. Instruction to Bidders
- i. General Conditions of Contract.
- j. Indian Standards
- k. Other applicable Standards

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It will be the Contractor's responsibility to bring to the notice of Consultant any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference which the conflict exists.

In the absence of any Specifications covering any material, design of work (s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Consultant, which will be binding on the Contractor.

2.0 SCOPE OF WORK:

The scope of work in general includes scope of work specified in Technical Documents enclosed and Schedule of Rates enclosed in Commercial Section of the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Consultant.

Scope of work shall be read in conjunction with item description of Schedule of Rates and the Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates.

Rates shall include all costs for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work which could be reasonably implied/informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

3.0 SCOPE OF SUPPLY:

The Contractor shall supply materials, as per the requirement enumerated in Technical Section of Bidding Document, at their sole cost and expense.

All line pipes to be supplied and Coating work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of item/work carried out and necessary certificates shall be furnished.



4.0 TIME SCHEDULE:

The Work shall be executed strictly as per time schedule given in Annexure- I to SCC.

The period of completion given includes the time required for delivery of packages in all respects to the satisfaction of the Consultant.

5.0 DRAWINGS AND DOCUMENTS:

The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Company. However, no extra claim whatsoever shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units.

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The drawings and documents to be submitted by the Contractor to the Company after award of the work as per agreed DCI (Document Control Index)/MDS (Master Document Schedule) shall be for the Company/Consultant's approval, review, information and record. The Contractor shall ensure that drawings and documents submitted to the Company/Consultants are accompanied by relevant calculations, data as required and essential for review of the document/drawings. The Company shall review the drawings/documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

All documents and drawings including those of the Contractor, sub-vendors manufacturer etc. shall be submitted to the Consultant/ Company after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor's seal/certifications to this effect. All documents/drawings & submissions made to the Company without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

The review of documents and drawings by the Company shall not absolve the Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawings/documents reviewed by the Consultant/Company, the Contractor shall incorporate the comments as required and ensure their compliance.

Copies of all detailed working drawing relating to the works shall be kept at the Contractor's Office and shall be made available to the Consultant/Company at any time during execution of the Contract. However, no extra claim whatsoever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.



The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

6.0 FIRM PRICES:

The quoted price shall remain firm and fixed till the completion of work except for the statutory variations of GST.

7.0 GOVERNMENT OF INDIA NOT LIABLE:

It is expressly understood and agreed by and between the Contractor and the Company that the Company is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Company is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and General Principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Company is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions,

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breaches or other wrongs arising out of the Contract. Accordingly, the Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement

8.0 INTELLECTUAL PROPERTY:

Neither the Company nor the Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the Contract, the Contractor shall immediately return to the Company all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of the Company or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.



9.0 ALTERATIONS IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS ORDERS AND INSTRUCTIONS:

a. The Consultant/ The Company shall have the power, by written notice to the Contractor at any time prior to or in the course of the execution of works or any part thereof, to alter or amend the specifications, orders and/or instructions or any of them by addition, omission, substitution or otherwise howsoever with or without altering or amending the plans, drawings and/or design and the Contractor shall carry out the related work in accordance with such altered specifications, orders, instructions, plans, drawings and/or designs as the case may be, on mutually agreed terms and conditions in all respects.

b. ALTERATION IN THE SCOPE OF WORK:

The Company may, at any time(s) before or after the commencement of the work, by notice in writing issued to the Contractor, alter the scope of work by increasing or reducing the works or the jobs required to be done by the Contractor or by adding thereto or omitting there from any specific works or jobs or operations or by substituting any existing works or jobs or operations with other works or jobs and/or operations or by requiring the Contractor to perform any additional works in or about the job site, and upon receipt of such notice the Contractor shall execute the job(s) as required within the altered scope of work.

c. Notwithstanding anything else to the contrary If any change increases or decreases the cost or time required for Contractor's performance, then as soon as practicable, the Parties shall agree to an equitable adjustment to the agreed price and performance

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schedule as applicable. In no event may Contractor delay initial Work or the Work proposed by the Company initiated change while the parties settle issues of price or performance schedule, unless the value of all disputed change orders equals or exceed 5% of the original Purchase Order value, in which case Contractor shall be entitled to cease its performance until all unresolved change orders have been resolved. Notwithstanding anything else to the contrary Contractor shall not, without Company's prior written authorization, alter, substitute, or add to the Goods.

10.0 TERMS OF PAYMENT:

Basis and terms of payment for making "On Account Payment" shall be as set out in Annexure-II to SCC. The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

11.0 TESTS AND INSPECTION:

Materials to be supplied by the Contractor under the scope of work shall be inspected as per the detailed scope provided in the Technical Part of Bidding Document, by the Third Party Inspection Agencies (TPIA), from Company approved TPIA like SGS/TUV/BV/DNV/LR/IRS/RITES. The Inspection Charges/Fees shall be excluded from the Contract price.

The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be furnished to him during the performance of the work.



All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by the Contractor at his own cost.

The work is subject to inspection at all times by the Consultant/Company. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.

Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.

All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Consultant. These reports shall form part of the completion documents.

Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

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12.0 COMPLETION DOCUMENTS:

The following documents shall be submitted in hard binder by the Contractor/Sub-Contractor in 6 (Six) sets, as a part of completion documents. These will be in addition to those mentioned in General Conditions of the Contract.

- (i) Material Inspection/Test Report for supply of all materials
- (ii) TPI release notes and dispatch release notes by Consultant
- (iii) As built drawings
- (iv) Operation & Maintenance Manual of each power generation package
- (v) Commissioning Manual
- (vi) Any other drawing/document/report specified elsewhere in the bidding document.

13.0 COORDINATION WITH OTHER AGENCIES:

Proper coordination with other agencies will be the Contractor's responsibility. In case of any dispute, the decision of Consultant shall be final and binding on the Contractor.

14.0 TEST CERTIFICATES:

The Contractor shall be required to submit recent Test Certificates for the materials being used in works from the recognised laboratories if additionally insisted. These certificates should indicate all properties of the materials as required in relevant BIS or International Standards.



15.0 RESPONSIBILITY OF CONTRACTOR:

It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Company/the Consultant before implementation. Also such revisions and/or modifications if accepted/ approved by the Company/the Consultant shall be carried out at no extra cost to the Company. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Company.

The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

16.0 SINGLE POINT RESPONSIBILITY:

The entire work as per Scope of Work covered under this contract shall be awarded on single point responsibility basis.

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17.0 COORDINATION WITH CONSULTANT:

The Contractor shall coordinate with the Consultant, for his day-to-day activities and provide free access and assistance during the inspections and other activities to be carried out by the Consultant.



18.0 DELAYS BY THE COMPANY OR ITS AUTHORISED AGENTS:

No adjustment in Contract Price shall be allowed for reasons of any delays and extensions granted except as provided in Tender Document, where the Company reserves the right to seek indulgence of the Contractor to maintain the agreed Time Schedule of Completion.

19.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

If the Contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Company at its option by written notice to the Contractor:

- a. To determine the Contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Company on that behalf, whereupon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such work as the Company may, in writing, require to be done to safeguard any property or work, or installations from damage, and the Company, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b. Without determining the Contract to take over the work of the Contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The Contractor and any of his sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/Rates, occasioned by such works having been taken over and completed by the Company.
- c. The whole or part of the Contract Performance Security furnished by the Contractor is liable to be forfeited without prejudice to the right of the Company to recover from the Contractor the excess cost referred to in the sub-clause aforesaid, the Company shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the Contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

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- d. The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the work or part thereof by the Company as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the Contract, rest exclusively with the Contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Company under the terms of the Contract authorised or required to be reserved or retained by the Company.

Before determining the Contract as per above clauses, provided in the judgement of the Company, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity given to him, then the Company may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.

The Company shall also have the right to proceed or take action as per above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Company to give any prior notice to the Contractor.

Termination of the Contract as provided for in the clauses above shall not prejudice or affect their rights of the Company which may have accrued upto the date of such termination.

20.0 COMPLETION OF WORK:



The Final Report of Completion of Work shall be issued by the Company against the written application of the Contractor after successful commissioning of pipelines. The issue of Completion Certificate/Report shall be considered as the completion of all the obligations of the Contractor under the Contract.

21.0 PAYMENT & INVOICING PROCEDURE:

The Company shall pay to the Contractor, during the term of the Contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from the Company unless specifically provided for in this Contract. All payments will be made in accordance with the terms hereinafter described.

Payments due by the Company to the Contractor shall be made at the Contractor's designated bank account. All bank charges will be to their account.

Payment of any invoices shall not prejudice the right of the Company to question the validity of any charges therein, provided the Company within one year after the date of payment shall make and deliver to the Contractor written notice of objection to any item or items the validity of which the Company questions.

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The Contractor will require submitting all bills/invoices, other negotiating documents etc as applicable and as set out in Annexure Schedule of Payments. The Company shall within 10 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 30 days subject to necessary approval. This will not prejudice the Company's right to question the validity of the payment at a later date.

The acceptance by the Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of the Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

The Contractor shall maintain complete and correct records of all information on which the Contractor's invoices are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by the Company of the Contractor's records, as provided herein, shall be limited to the Company's verification (i) of the accuracy of all charges made by the Contractor to the Company and (ii) that the Contractor is otherwise in compliance with the terms and conditions of this Agreement.

22.0 NIL Customs Duty and Concessional GST Applicable for Projects in ML/PEL Area



1.0 Consequent upon implementation of GST w.e.f. 01.07.2017, various Office Ordered /Circulars and clarifications thereof have been notified by Govt. of India regarding applicability of exemption / concession on the Customs Duty as well as on GST for procurement of goods & services by OIL & ONGCL in connection with use in PEL/ML Areas for exploration purpose. The items eligible for NIL rate of Customs Duty and Concessional GST @5% are appended in the list as appended below.

2.0 In this regard, the following Govt. Notifications may also be referred:

- (a) Notification No. 3/2017-Integrated Tax (Rate) dated 28.06.2017 for IGST @5% (five percent) on procurement from Domestic / Indigenous Suppliers having interstate movement.
- (b) Notification No. 3/2017-Central Tax (Rate) dated 28.06.2017 for GST @5% (CGST+SGST) on procurement from Domestic / Indigenous Suppliers having intrastate movement.
- (c) Sl. No 404 and Chapter 84 of Notification No. 50/2017-Customs dated 30.06.2017 for NIL Rate of Customs Duty and IGST@5% on procurement from Overseas Suppliers (Imported Goods).

3.0 To avail benefit under above Government Notification, OIL needs to put up application for obtaining Essentiality Certificate (EC) from DGH. While applying for EC, following information are required to be furnished to DGH:

- Technical Justification of the ordered items regarding use of the item.
- Nature of operation under which the ordered items fall out of the following categories:

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- Production, Drilling, Logging, Seismic acquisition, Chemical, Reservoir, Geophysics, Geology, IT and Software
- Area (specific ML / PEL area) where the item will be used as in the list, as furnished vide Annexure A, under which the ordered item falls.

4.0 For NIL Customs Duty:

4.1 The Pipes shall be consigned to OIL India Limited. Bill of Entry (BoE) also has to be in the name of OIL. OIL will provide necessary support to obtain the NOC and the EC from DGH and other Govt. Agencies.

4.2 The goods has to be cleared from the Customs by paying 5% IGST and to be transported straight to the works site/dump yard/dump area of the Client (OIL) without diversion, otherwise the full GST @18% is leviable.

4.3 Invoice has to be raised with the value as stated in the BoE.

4.4 Contractor diverting the imported bare pipes from the Port of entry in India to coating facility (instead of transporting to OIL's site/dump yard/dump area) shall pay 18% GST on the imported bare pipes and it will be on the Contractor's Account. OIL will provide EC (PAC) for all Coated Pipes under Interstate Sales, provided the required formalities are fulfilled by the Contractor failing which the additional GST beyond 5% will be to Contractor's Account.

4.5 If the foreign bidder opts to export the bare pipe and coat in India:

Foreign Bidder shall indemnify Oil India Limited against any losses of or damage to misuses or misappropriation whatsoever of Purchaser's Pipes while in possession of them/ their Indian counterpart. Responsibility of safe custody of Pipes while undertaking customs clearance; transportation etc. shall be with foreign bidder.



4.6 If the Indian bidder opts to import the bare pipe and coat in India:

Indian Bidder shall indemnify Oil India Limited against any losses of or damage to misuses or misappropriation whatsoever of Purchaser's Pipes while in possession of them/ their foreign counterpart. Responsibility of safe custody of Pipes while undertaking customs clearance; transportation etc. shall be with Indian bidder.

27.0 PACKAGING

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. Line pipes must be transported in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage. In case of foreign Bidders, the packing should be seaworthy. The Seller shall be held responsible for all damages due to improper packing

Line Pipes shall be shipped loose, stacked properly and must be securely tied with steel wire or strapping. In case of coated pipes, stacks shall consist of limited number of layers so that

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the pressure exercised by the pipe's own weight does not cause deformation of the line pipe/ damages to coating. Each section shall be separated by means of spacers suitably spaced for this purpose. Pipes of different thicknesses shall be stacked separately.

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

28.0 DESPATCH

28.1 Road Despatch

- a) In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.
- b) For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters Godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.
- c) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to OIL.

28.2 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.

After despatch of the equipment from despatching station, if movement of the wagon is held up due to improper/loose lashing resulting in shifting of the load and consignment is required to be re-adjusted/re-fixed the vendor shall be responsible to arrange for the same as per Railway requirements.



After despatch, SELLER shall obtain from the Railway Authorities, particulars of the wagon/train number, date of movement and destination junction for the particular train and furnish the same to OIL for follow-up action on movement, as may be necessary

29.0 Short Shipments

Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser/ Consultant. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.

30.0 Warranty/ Guarantee and Defect Liability Period.

In partial modification to ITB Clause 43.0, Guarantee shall be eighteen (18) months starting from the date of receipt of last bare / coated pipe at warehouse/dumpyard.

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31.0 INSURANCE

- 1 Supplier shall, at his own expense arrange, secure and maintain insurance as may be necessary with reputable insurance companies to the satisfaction of the Employer. Bidder's failure in this regard shall not relieve him of any of this responsibilities and obligations under Contract. The Contractor will insure the Goods for its full replacement value till the coated pipes are handed over to erection contractor.
- 2 Employer will be co-insured in the Policy.
- 3 Any damage or loss or short receipt noted by the Employer on receipt of material at Warehouse or at the time of taking delivery at Warehouse, as the case may be, the Employer might immediately inform the Contractor through e-mail/ fax/ letter. The documentary evidence shall be forwarded to Contractor in due course.
- 4 The Contractor shall take immediate step to lodge claims with its insurer and arrange to make good or immediate replacement of damaged/ lost/ short receipt material without waiting for insurance claim settlement.
- 5 In case the damage is repairable and carried out by the Employer to save time, the Contractor will reimburse the cost of repair, immediately on demand.



32.0 Storage and Preservation of Coated/Bare Line Pipes at Warehouse for 12 Months [For both Indian & Foreign bidders]

- 1 Supplier will be responsible for storage and preservation of coated/bare line pipes at warehouse for 12 months beyond the contractual completion period or date of last coated pipe received at Site/warehouse/ dump yard whichever later.
- 2 In case of delay in construction activities, if all the pipes could not be issued to laying contractor after 12 months then the remaining pipes may be transported to the designated store of OIL by the Supplier/Contractor.
- 3 The transportation charges to shift remaining pipes to OIL's designated store will be worked out on pro-rata basis based on available rate in Price Schedule for transportation of coated / bare line pipes from their coating plant to dumpsite. The supplier shall be bound to deliver the remaining pipe at OIL's designated stores on the basis of rates derived, as mentioned below:

Following shall be used for working out transportation charges on pro-rata basis.



Unit rate as per SOR x (Distance between dump site and OIL's designated store)

Distance between coating plant to dumpsite

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The distance between the places shall be derived on the basis of shortest distances available in MAPMYINDIA/GOOGLE Map website. The unloading/ stacking as per the instruction of OIL/ MECON at OIL designated store shall be done by coating contractor.

END OF SECTION-I, PART III, VOLUME-I

	PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG9236P19	
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ANNEXURE- I TO SPECIAL CONDITIONS OF CONTRACT

TIME SCHEDULE

NAME OF WORK	TIME OF DELIVERY TO SITES
Supply of Coated Pipes at Designated Warehouse/ Storage yard	Delivery to be completed within 28 weeks from the date of LOA. Delivery to start progressively from beginning of 16 th week and up to end of 28 th week.



Proposed location of storage yards is Duliajan, Assam or any other location within radius of 50 KM.

SCHEDULE OF RATES/PRICES (SOR/P) FOR SUPPLY OF COATED LINE PIPE PACKAGES AS DETAILED IN TERMS OF REFERENCE (TOR)

Note:

1. The Time of delivery of package at sites (Duliajan) shall be reckoned from date of award of contract, which shall be the date of issue of Letter of Award (LOA).
2. The Time indicated is for delivery of Package in all respects as per specifications, codes, drawings and instructions of Consultant.
3. Any delay in completion shall be subject to Liquidated Damages as defined in the bidding document, which shall be applicable.
4. All demurrage on account of non-readiness of contractor like non arrangement of requisite vehicles, all requisite permissions including the one from port authorities etc. shall be borne by the contractor

(SIGNATURE OF BIDDER)

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ANNEXURE- II B- SCHEDULE OF PAYMENTS

1 A. PAYMENT TERMS FOR DOMESTIC BIDDERS:

(i) 80% of Invoice value of material will be paid progressively after dispatch of coated line pipes to warehouse /storage yard/ dumpsite of OIL after adjustment against monthly PRS and against submission of invoice in triplicate as per GST Act along with:

- i) Inspection release note by Purchaser/Consultant.
- ii) Packing List
- iii) Proof of customs clearance including payment of customs duty for imports permitted in the contract.
- iv) Indemnity bond for the total price of delivered items as per format provided in bidding document.
- v) Documents as specified in Technical Requisition / Material requisition
- vi) *Confirmation on Adequacy of Insurance Coverage as per clause no. 31 of SCC-Goods duly certified from PMC*

(ii) 15% of Invoice value of material will be paid progressively against receipt of coated pipes at OIL's warehouse/ storage yard/ dump site by Purchaser / Consultant after adjustment against monthly PRS and against submission of invoice in triplicate along with:

- i) PMC/OIL certified documents in support of receipt of coated pipes at warehouse.



(iii) The Supplier shall raise invoices on monthly basis after adjustment against PRS.

(iv) The payments to the Supplier will be released within a period of 30 days from the date of receipt of the complete invoice duly certified by Purchaser/Consultant as per the terms and conditions of the Contract.

(v) Balance 5% amount of the invoice value of material shall be paid progressively within 30 days after handing over of coated pipes to the laying contractor and receipt of final technical document (if any) as specified in the PR. However, in case pipes could not be lifted even 12 months beyond CDD / from last pipe delivered at dumpsite (whichever is later), 5% payment may be released to Line pipe supplier against submission of equivalent amount of BG with a validity of minimum 3 months which can be further extended upto handing over of last pipe to the laying contractor / OIL's designated store / OIL authorized agencies.

In case of supplies made at Owner managed dumpsites, balance 5% payment shall be released within 30 days after handing over the coated pipe to MECON/OIL and receipt of final technical documents (if any) as specified in PR.

Note to clause no. 1: In case of items to be supplied is bare pipe only, same terms of payment as stipulated above shall be applicable.

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

1B. PAYMENT TERMS FOR FOREIGN BIDDERS:

(i) 65% of Invoice value of material will be paid progressively against shipment of coated line pipes after adjustment against monthly PRS and against submission of invoice in triplicate as per GST Act along with:

- i) Inspection release note by Purchaser/Consultant.
- ii) Packing List
- iii) Indemnity bond for the total price of delivered items as per format provided in bidding document.
- iv) Documents as specified in Technical Requisition / Material requisition
- v) *Confirmation on Adequacy of Insurance Coverage as per clause no. 31 of SCC-Goods duly certified from PMC*

(ii) 15% of Invoice value of material will be paid after Customs Clearance of the material progressively against submission of inland dispatch documents of line pipes from the Port of delivery to warehouse /storage yard/ dumpsite of OIL. The required transit insurance from the Port to warehouse /storage yard/ dumpsite of OIL shall be in the name of Oil India Limited as beneficiary.



(iii) 15% of Invoice value of material will be paid progressively against receipt of coated pipes at OIL's warehouse/ storage yard/ dump site by Purchaser / Consultant after adjustment against monthly PRS and against submission of invoice in triplicate along with:

- i) PMC/OIL certified documents in support of receipt of coated pipes at warehouse.

(iv) The Supplier shall raise invoices on monthly basis after adjustment against PRS.

(v) The payments to the Supplier will be released within a period of 30 days from the date of receipt of the complete invoice duly certified by Purchaser/Consultant as per the terms and conditions of the Contract.

(vi) Balance 5% amount of the invoice value of material shall be paid progressively within 30 days after handing over of coated pipes to the laying contractor and receipt of final technical document (if any) as specified in the PR. However, in case pipes could not be lifted even 12 months beyond CDD / from last pipe delivered at dumpsite (whichever is later), 5% payment

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may be released to Line pipe supplier against submission of equivalent amount of BG with a validity of minimum 3 months which can be further extended upto handing over of last pipe to the laying contractor / OIL's designated store / OIL authorized agencies.

In case of supplies made at Owner managed dumpsites, balance 5% payment shall be released within 30 days after handing over the coated pipe to MECON/OIL and receipt of final technical documents (if any) as specified in PR.

Note to clause no. 1: In case of items to be supplied is bare pipe only, same terms of payment as stipulated above shall be applicable.

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

2. PAYMENT TERMS FOR WAREHOUSE DEVELOPMENT (INDIAN/FOREIGN BIDDER)

100 % of invoice value will be paid made on monthly basis upon certification of purchaser / consultant.

3. Ocean freight, Port handling, Custom clearance, inland transportation etc. (Applicable for foreign bidder only)



100 % of invoice value (limited to quote price) will be paid upon certification of purchaser / consultant.

4. The Invoice shall be made after adjusting the following

- (i) PRS, if applicable
- (ii) Indian agents commissioning, if applicable

5. Mode of Payment

- (i) **Indian Bidders:** Payment to Indigenous SUPPLIER's shall be released through Electronic Clearing System (ECS). All bank charges of respective bankers shall be to respective account.
- (ii) **Foreign Bidders:** Through an irrevocable Letter of Credit (L/C) to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Seller for an appropriate amount (in line with Payment Terms) and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller's account. In case L/C extension is required due to delay in delivery for reasons not attributable to Owner, L/C extension charges shall be to Seller's account.



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All payments (other than through L/C) shall be released through wire transfer within 30 days of receipt of invoice and all requisite documents, complete in all respects.

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 IIIA and Annexure IIIB 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 do not exist presently, the bidders are to indicate their banker's name and address in their offers.

GENERAL NOTES:

- (i) Prorata payments shall be applicable on dispatch of line pipes.
- (ii) In case of Indigenous SUPPLIER's, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties. 100% payment of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of GST tax invoice.
- (iii) Irrevocable Letter of Credit shall be acceptable from foreign Suppliers in place of Advance Bank Guarantee as well as Performance Bank Guarantee.
- (iv) Supplier shall submit Billing Schedule, wherever applicable, within three weeks of award for OIL/Consultant approval. Suppliers requiring multiple despatches will restrict the number of despatches to maximum three, unless agreed otherwise by Project Manager of OIL.



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ANNEXURE – III TO SPECIAL CONDITIONS OF CONTRACT

ANNEXURE – IIIA- FOREIGN CORRESPONDENT OF SBI

COUNTRY NAME OF BANK

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

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ANNEXURE - III B- FOREIGN CORRESPONDENT OF ALLAHABAD BANK

COUNTRY NAME OF BANK

1. Australia Australia And New Zealand Bank
2. Austria Osterreichische Lander Bank A.G.
3. Belgium Generale Bank
4. Canada The Royal Bank of Canada
5. Denmark Copenhagen HandelsBank 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

END OF SECTION-II, PART-III, VOLUME-I

ANNEXURE- II A TO SPECIAL CONDITIONS OF CONTRACT

PRICE BID FORMAT FOR FOREIGN BIDDER

PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN GAS PIPELINE PROJECT OF M/s OIL INDIA LTD.

IFB NO. CPG9236P19

Name of the Bidder: (Bidder to indicate)									
Foreign Currency considered in the SOR below: (Bidder to indicate)				Currency-						
Item No.	Details of Item	SI No.	DESCRIPTION OF WORK	QTY	Unit (Meter)	Unit Rate in Foreign Currency	Unit Rate in INR	Total PRICE(A) in Foreign Currency	Total PRICE(B) IN INR	Harmonized System Nomenclature (HSN) code
						Currency_____		Currency_____		
1	2	3	4	5	6	7A	7B	8A= 7Ax5	8B= 7Bx5	Bidder to Indicate
A1	(Coated API 5L PSL 2 Carbon Steel Line pipes (LSAW / HSAW/ HFW) of X-70 material grade and OD-30" (762mm) & Wall Thk. 12.7mm)	i	Manufacture & supply of item no. A1 including Inspection, packing/forwarding and transportation upto port of shipment on FOB basis	38531	Meter					
		ii	Ocean Freight and Marine Insurance of imported coated pipes (upto port of destination)	1	Lumsum					
		iii	Port handling, custom clearance, unloading & stacking at storage yard etc.	1	Lumsum					
		iv	In land Transportation , Insurance upto site and delivery at site including unloading and stacking	1	Lumsum					
		v	Development and maintenance of Dumpsite/warehouse (as per scope of work defined in tender)	12	per Month					
		vi	GRAND TOTAL FOR ITEM A1 = (i) + (ii) + (iii) +(iv)+ (v)							

Item No.	Details of Item	SI No.	DESCRIPTION OF WORK	QTY	Unit (Meter)	Unit Rate in Foreign Currency	Unit Rate in INR	Total PRICE(A) in Foreign Currency	Total PRICE(B) IN INR	Harmonized System Nomenclature (HSN) code
						Currency_____		Currency_____		
1	2	3	4	5	6	7A	7B	8A= 7Ax5	8B= 7Bx5	Bidder to Indicate
A2+A3	(Coated(A2) & Bare(A3) API 5L PSL 2 Carbon Steel Line pipes (LSAW) of X-70 material grade and OD-30" (762mm) & Wall Thk. 15.9 mm)	vii	Manufacture & supply of item no. A2 including Inspection, packing/forwarding and transportation upto port of shipment on FOB basis	393	Meter					
		viii	Manufacture & supply of item no. A3 including Inspection, packing/forwarding and transportation upto port of shipment on FOB basis	750	Meter					
		ix	Ocean Freight and Marine Insurance of imported coated pipes (upto port of destination)	1	Lumsum					
		x	Port handling, custom clearance, unloading & stacking at storage yard etc.	1	Lumsum					
		xi	In land Transportation , Insurance upto site and delivery at site including unloading and stacking	1	Lumsum					
		xii	Development and maintenance of Dumpsite/warehouse (as per scope of work defined in tender)	12	per Month					
		xiii	GRAND TOTAL FOR ITEM (A2+A3) = (vii) + (viii) +(ix)+(x)+ (xi)+(xii)							

Note: Price quoted (i) to (xiii) above is exclusive of GST, which is extra as applicable.



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ANNEXURE –A: LIST OF ITEMS

(Related To NIL Customs Duty and Concessional GST Applicable for Projects in ML/PEL Area)

1. Land Seismic Survey Equipment and accessories, requisite vehicles including those for carrying the equipment, seismic survey vessels, global positioning system and accessories, and other materials required for seismic work or other types of Geophysical and Geochemical surveys for onshore and offshore activities.
2. All types of drilling rigs, jack up rigs, submersible rigs, semi-submersible rigs, drill ships, drilling barges, shot-hole drilling rigs, mobile rigs, work over rigs consisting of various equipment and other drilling equipment required for drilling operations, snubbing units, hydraulic work over units, self-elevating work over platforms, Remote Operated Vessel (ROV)
3. Helicopters including assemblies / parts
4. All types of marine vessels to support petroleum operations including work boats, barges, crew boats, tugs, anchor handling vessels, lay barges and supply boats, marine ship equipment including water maker, DP system and Driving system.
5. All types of equipment/ units for specialised services like diving, cementing, logging, casing repair, production testing, simulation and mud services, oil field related lab equipment, reservoir engineering, geological equipment, directional drilling, stimulation, Coil Tubing units, Drill Stem Testing (DST), Data acquisition and processing, solids control, fishing (as related to down hole retrieval in oil field operations or coal bed methane operations), well control, blowout prevention (BOP), pipe inspection including Non Destructive Testing, coring, gravel pack, well completion and work over for oil/gas/ CBM wells including wireline and down hole equipment.
6. All types of casing pipes, drill pipes, production tubing, pup joints, connections, coupling, Kelly, cross overs and swages, Drive Pipes.
7. All types of drilling bits, including nozzles, breakers and related tools
8. All types of oil field chemicals or coal bed methane operations, oil well cement and cement additives, required for drilling, production and transportation of oil or gas.
9. Process, production and well platforms/ installation for oil, gas or CBM and water injection including items forming part of the platforms/ installation and equipment required like process equipment, turbines, pumps, generators, compressors, prime movers, water makers, filters and filtering equipment, telemetry, telecommunication, tele-control and other material required for platforms/ installations
10. Line pipes for flow lines and trunk pipelines including weight-coating and wrapping.
11. Derrick barges, Mobile and stationary cranes, trenchers, pipe lay barges, cargo barges and the like required in the construction / installation of platforms and laying of pipelines.





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12. Single buoy mooring systems, mooring ropes, fitting like chains, shackles, couplings marine hoses and oil tankers to be used for oil storage and connected equipment, Tanks used for storage of oil, condensate, coal bed methane, water, mud, chemicals and related materials.
13. All types of fully equipped vessels and other units/equipment required for pollution control, fire prevention, fire fighting, safety items like Survival Craft, Life Raft, fire and gas detection equipment, including H2S monitoring equipment.
14. Mobile and skid mounted pipe laying, pipe testing and pipe inspection equipment.
15. All types of valves including high pressure valves
16. Communication equipment required for petroleum or coal bed methane operations including synthesized VHF Aero and VHF multi channel sets/ VHF marine multi channel sets.
17. Non-directional radio beacons, intrinsically safe walkie-talkies, directional finders, EPIRV, electronic individual security devices including electronic access control system.
18. Specialized antenna system, simplex telex over radio terminals, channel micro wave systems, test and measurement equipment,
19. X-band radar transponders, area surveillance system.
20. Common depth point (CDP) cable, logging cable, connectors, geo-phone strings, perforation equipment and explosives
21. Wellhead and Christmas trees, including valves, chokes, heads spools, hangers and actuators, flexible connections like chocks and high pressure hoses, shut down panels
22. Cathodic Protection Systems including anodes
23. Technical drawings, maps, literature, data tapes, Operational and Maintenance Manuals required for petroleum or coal bed methane operations
24. Sub-assemblies, tools accessories, stores, spares, materials, supplies, consumables for running, repairing or maintenance of the goods.

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ANNEXURE –B: INTEGRITY PACT

INTEGRITY PACT

Between

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

And

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

Preamble:

Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.



If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal co-operates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI's national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

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3. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.



4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3- Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is

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entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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



5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 – Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from

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the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors



1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact. The bidder/contractor shall be responsible for any violation(s) of the provisions laid down in this Agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors

1. The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clauses provided in the main Tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal



Place: Duliajan.

Date:

For the Bidder/Contractor

Witness 1:

Witness 2:

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ANNEXURE –C: ADDENDUM B

SPECIAL TERMS & CONDITIONS FOR TENDERS WITH REVERSE AUCTION CLAUSE

1.0 Reverse auction:

1.1 Reverse Auction is a procurement tool to fetch competitive price through multi bidding online negotiation among short-listed bidders. Through this process, the short-listed bidders get an opportunity to reduce their prices online in a transparent and fair manner based on the evaluation methodology stipulated in the Bid Evaluation Criteria (as well as para 1.8.1 below) of the tender without the identity of bidder being disclosed either to other bidders or to OIL officials. The entire process is designed to bring a complete transparency in the negotiation process as under:

- a) to minimize human involvement.
- b) to give equal opportunity to all short listed suppliers to be the most competitive (price wise) for our requirement.
- c) to help bidders to know their price / position dynamically vis-à-vis the other suppliers and providing them an opportunity to react to it.

1.2 OIL reserves right to go for Reverse Auction process or may finalize the tender without Reverse Auction, if required. However, the decision to conduct Reverse Auction or not will be conveyed to short-listed bidders prior to opening of price bid.

1.3 The Reverse Auction shall be conducted only in those cases where there are two or more technically and commercially acceptable bidders. However, in case only one technically and commercially acceptable offer is available, Reverse Auction will not be held. In case there are more than one item in a tender and evaluation is being done item-wise, Reverse Auction will not be held if there is only one technically and commercially acceptable bidder for a particular item but will be held for other items where there are more than one technically and commercially acceptable bidder.



1.4 Types of Auction:

(i) ‘Rank with L-1 Price’ bid format:

In “Rank with L-1 Price” bid format, during the process of Reverse Auction, the short-listed bidders shall be able to see only the current lowest price and their respective ranks/position during the online bidding process in the system, based on which they may reduce their prices. This type of auction shall be adopted in those tenders where neither any purchase nor any price preference is applicable.

(ii) “Rank Only” bid format:

In “Rank Only” bid format, during the process of Reverse Auction, the short-listed bidders shall be able to see only their respective ranks/position during the online bidding process in the system, based on which they may reduce their prices. This type of auction shall be adopted in case of tenders, where purchase preference (for CPSU’s/NSIC Registered companies) / price preference (for domestic bidders in case of Service/LSTK contracts in ICB tenders) is applicable, so as to take care of purchase/price preference at the end of the Reverse Auction.

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1.4.1 OIL will decide on choice of the option i.e. “Rank with L-1 price” or “Rank Only” at the time of short-listing of the bidders depending on the bidders at that stage who are eligible for price/purchase preference.

1.5 Price preference:

In case BEC provides for price preference to any category of bidders, and if any of the short-listed bidders are eligible for such price preference, the applicable percentage of preference will be entered as multiplying factor in the Reverse Auction process.

Example: Suppose three bidders A, B and C are bidding and C is eligible for a price preference of 10 %, then the quoted prices of A & B shall be multiplied by 1.1 to get their ‘Nominal prices’, which would be considered by system for ranking. The bidder A& B will see their ranking based on their nominal price. The bidder C will see his ranking as L-1 in case he is within allowed price preference. If not, he will see his current ranking.

1.6 The RA event will be conducted through a Service Provider of OIL, designed to streamline bid negotiations into a real-time bidding event.

1.7 The applicable exchange rate for conversion and the customs duty to be loaded for each item (for foreign bidder) and basis of evaluation for domestic bidders (Ex-Works or FOR Destination) shall be conveyed by OIL to the concerned bidders prior to commencement of Reverse auction.



1.8 The price bid data shall be tabulated immediately after opening of price bids submitted in OIL’s e-tender portal and evaluated prices shall be worked out based on evaluation methodology of Bid Evaluation Criteria. After tabulation of the priced bid data, OIL shall feed the lowest evaluated price in auction as **ceiling price** during Reverse Auction process.

1.8.1 Evaluation methodology:

Evaluation methodology will be as per Bid Evaluation Criteria mentioned in the tender.

1.9 Features of the online event:

- (i) The bidding direction of this event is downward. Bidders cannot raise their bid once the event has opened and they have submitted a bid.
- (ii) Bidders must bid for the complete quantity of each item as quoted in the e-portal bid.
- (iii) Bidders will only see their own numeric rank (in ‘Rank only’ format) or the lowest bid and their own numeric rank (in ‘Rank with L1 price’ format). At no point of time will any bidder see the names of other bidders, or the prices of bidders other than the lowest bid.
- (iv) The evaluated prices of short listed bidders based on their price bids submitted initially in e-portal shall be the Ceiling price or the maximum permitted starting bid in reverse auction for respective bidders.
- (v) A bidder will not see the rank for a lot until the bidder submits an initial bid.

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If the bidder happens to submit the first bid for that lot, then only that bidder's bid is displayed until other bids are submitted.

(vi) During Reverse auction a bidder can reduce his prices repeatedly. The minimum reduction in each step namely, 'the bid decrement' shall be available to the bidder at the start of the RA event.

1.10 This process shall initially be held for a period of 60 minutes. In the event of a bid received in the last 5 minutes resulting in change of prevailing L1 price, the period of auction shall get extended automatically by 5 minutes from the time of submission of such bid. This process shall continue till no change in L-1 price takes place in last 5 minutes. All bidders, regardless of their previous position, can submit their bid during the extension period also.

1.11 Apart from the participating bidders, the RA shall be visible while in progress to authorized officials of OIL who are monitoring the process.



1.12 In case of a tie during auction i.e. two bidders entering same lowest price, the bidder who enters the prices first in the system would be taken as L-1 and the other bidder would see their ranking as L-2.

1.13 Immediately after completion of online event of Reverse Auction, the bidders would re-submit break up of their final quoted evaluated price as per relevant price format within maximum period of 7 days from date of completion of Reverse Auction so as to enable OIL to award the purchase order/contract. Bids of those bidders who fail to provide cost break-up sheet or adhere to prices quoted during the online event shall be liable for rejection and the bid bond / EMD of such bidder may be invoked. However, in such case of break-up, the prices of any of the items shall not be increased above the prices submitted in the e-portal.

1.14 Bidders at their own interest should ensure uninterrupted internet connectivity at their end during the Reverse Auction with necessary backups to take care of any connectivity problem. However, in case of failure in connectivity of any of the bidders, the Reverse Auction time will be extended by maximum of 15 minutes upon receipt of request from the bidder during Reverse Auction and such extension shall not exceed one per auction. The extension of auction time shall be communicated to all the bidders through system broadcast message. No request after completion of Reverse Auction shall be considered.

1.15 In case any bidder confirms to participate in Reverse Auction (RA) process in his bid (which is mandatory) and does not participate in RA when it is held actually, such bid will be rejected and the bid bond / EMD of such bidder shall be invoked. Participation in the Reverse Auction does not mean that the bidder must reduce the price from ceiling price. If a bidder does not want to quote any price below the ceiling price during Reverse Auction, their "Logged In" during Reverse Auction it self shall be considered as Participation.



1.16 OIL's Service Provider would arrange familiarization/training to all eligible bidders on the Reverse Auction process prior to conduct of Reverse Auction.

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1.17 The opening of Price bids and Reverse Auction: (Applicable in e-tenders with reverse auction): Reverse auction shall be conducted on the specific date and time to be conveyed by OIL to short listed bidders as detailed above. The opening of price bids of short listed bidders shall be conducted on the day specified for conducting reverse auction without the presence of bidders’ representatives.

1.18 Offers of short listed bidders, who have confirmed acceptance to OIL tender conditions on reverse auction, but do not participate in Reverse Auction, irrespective of their prices quoted in e-portal price bid. (In addition to rejection of bid, the bid security will also be invoked in such case.). If a bidder does not want to quote any price below the ceiling price during Reverse Auction, their “Logged In” during Reverse Auction it self shall be considered as Participation.

The business Rules for Reverse Auction and Process Compliance Form is GIVEN BELOW. Please duly sign and attach this document along with your technical bid.



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Business Rules for Reverse Auction

- 1.0 During the start of the auction, Start bid price shall be available to the bidders. Start bid price would be the upper/ceiling price fixed by OIL for the reverse auction event. Bidders can quote only lower than the start bid price. A Bidder here can revise his bids as per the bid decrements intimated at the start of the bidding process. The reverse price should be lower than the lowest price at that point of time. There will be one bidder at a particular position/rank, the criteria followed here is of price only. So, the bidder who quotes the lowest price is declared as the winner of the auction.
- 2.0 OIL can decide to extend, reschedule, pause or cancel an auction. No bidder can claim any kind of compensation.
- 3.0 Bids once posted on the server during the reverse auction process can always be modified to the permissible next lower value. However in no case would the system accept modification to a higher value.
- 4.0 Bidders participation in a bid event is by invitation from OIL. Any other suppliers do not automatically qualify for participation.
- 5.0 Vendors facing problems with functionalities, or connectivity may well contact in advance. In case no acknowledgement is received, it would be presumed that the specific vendor is not facing any problem hampering his bidding and that he is okay with the system.
- 6.0 Bidders are deemed to have accepted the auction rules on participation at the bid event. The OIL will make every effort to make the bid process transparent. However, the award decision by OIL would be final and binding on the bidders.

Terms & Conditions of Reverse Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder can use the individual Login ID and Password provided for e-Tendering for the Reverse Auction Processes.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.
3. **AUCTION TYPE:** Standard English Reverse Auction .The standard English price format will be used for reverse auction. In this format the bidders will be able to view the current lowest price on the portal and can not view who has bid the same.
4. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen:
 - Lowest Bid in the Auction
 - Bid Placed by him

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- 5. PRICE:** : The Price for the Reverse auction should be the evaluated price for bidders fulfilling BEC and whose prices (based on Price schedule) are compared as per “Comparison of Price” clause in ITB & GTC. On completion of reverse auction, all the bidders are required to submit the price break up of their lowest rate offered in reverse auction. The break up should be forwarded by email followed by hard copy in sealed envelope.

6. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders
- The Bidder shall not divulge either his Bids or any other exclusive details of OIL INDIA to any other party.
- OIL INDIA’s decision on award of Contract shall be final and binding on all the Bidders.
- OIL INDIA can decide to extend, reschedule or cancel any Auction without any compensation to the bidders(s).
- Bidders agree to non-disclosure of trade information regarding the purchase, identity of OIL, bid process, bid technology, bid documentation and bid details.
- Bidders cannot change price or quantity or delivery terms (or any other terms that impact the price) post the bid event.
- Bidders cannot divulge either their bids or those of other suppliers to any other external party.
- OIL Server time will be the basis of Start time & Closing time for bidding.

Reverse Auction bidding Process Instructions

Bidding Process and Timeline	You should complete the following steps:
Start bid price	<ul style="list-style-type: none"> <input type="checkbox"/> Bidders should be prepared with competitive price quotes on the day of the bidding event. <input type="checkbox"/> Participate in the online bidding event.
Bid Decrement	<ul style="list-style-type: none"> <input type="checkbox"/> Start bid price is the upper/ceiling price of the contract value fixed by OIL INDIA for the reverse auction event. Bidders can bid only lower than the start bid price. <input type="checkbox"/> Start bid price shall be available to the bidders during the start of the auction on the auction site. <input type="checkbox"/> Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. <input type="checkbox"/> Bid Decrement shall be available to the bidders during the start of the auction on the auction site.
Bid Price in reverse auction	<ul style="list-style-type: none"> <input type="checkbox"/> The bidder’s bids in the reverse auction must represent the total price bid for the Item. Bidders will quote as per terms & conditions of the tender.



	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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Auction Duration	<input type="checkbox"/> The auction will be of 1 hour duration. In case there is bidding by any bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. Auto-bid feature will be enabled from the start time of bidding.
Price Bid evaluation and award of purchase order	<input type="checkbox"/> At the end of reverse auction process, Over all best Bid of Reverse Auction will be identified. <input type="checkbox"/> OIL INDIA reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us.

Signature:

Vendor's name with Seal

	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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Process Compliance Form

To

Oil India Ltd.,

Projects Department,

Duliajan 786602.

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Business Rules document.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them. Copy of the Signed and Stamped Business rule attached.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards



Signature with company seal

Name :

Company / Organization :



Designation within Company / Organization :

Address of Company / Organization :

	<p align="center">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9236P19</p>	
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PROFORMAS

PROFORMA-A	Format for Affidavit of Self-Certification Regarding Domestic Value Addition in Iron & Steel Products to Be Provided On Rs.100/- Stamp Paper for Indian Bidders and as per country rule for Foreign Bidders
PROFORMA-B	BIDFORM
PROFORMA-C	STATEMENT OF NON-COMPLIANCE
PROFORMA-D	FORM OF BID SECURITY (BANK GUARANTEE)
PROFORMA-E	FORM OF PERFORMANCE BANK GUARANTEE
PROFORMA-F	AGREEMENT FORM
PROFORMA-G	PROFORMA OF LETTER OF AUTHORITY
PROFORMA-H	LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
PROFORMA-I	BIDDER'S GENERAL INFORMATION
PROFORMA J1	PROFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE AND ANNUAL TURNOVER DETAILS AS CALLED IN "QUALIFICATION CRITERIA" OF INVITATION FOR BID
PROFORMA J2	ANNUAL TURNOVER STATEMENT
PROFORMA J3	FORMAT FOR CHARTERED ACCOUNTANT / STATUTORY AUDITOR CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
PROFORMA K	REPLY TO COMMERCIAL QUESTIONNAIRE
PROFORMA L	INCOME TAX, PAN NUMBER, PF REGISTRATION NUMBER
PROFORMA M	CHECKLIST FOR SUBMISSION OF BID
PROFORMA N	DECLARATION OF BIDDER REGARDING BLACK LISTING/ HOLIDAY LISTING
PROFORMA O	FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS
PROFORMA P	FORMAT OF INDEMNITY BOND
PROFORMA Q1	FORMAT F-10A (LSAW/HSAW) LINE PIPE MANUFACTURING MILL CAPABILITY CERTIFICATION (For Indian and Foreign bidders seeking qualification under 4.1.1.1 of Ann-I to IFB)
PROFORMA Q2	FORMAT – 13A 3 LPE EXTERNAL COATING PLANT CAPABILITY ASSESSMENT

	<p>PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9236P19</p>	
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PROFORMA-A

FORM-I

Format for Affidavit of Self-Certification Regarding Domestic Value Addition in Iron & Steel Products to Be Provided On Rs.100/- Stamp Paper for Indian Bidders and as per country rule for Foreign Bidders

I _____ S/o / D/o / w/o _____ Resident of _____
Hereby solemnly affirm and declare as under: That I will agree to abide by the terms and conditions of policy of government of India issued vide notification no: _____

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

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

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

That I have complied with all conditions referred in the notification no. _____
Wherein preference to domestically manufactured iron & steel products in government procurement is provided and that the procuring agency (i.e. S) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay the penalties as specified in the tender document.



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

- I. Name and details of the bidder (registered office, manufacturing unit location, nature of legal entity)
- II. Date on which this certificate is issued
- III. Iron & steel products for which the certificate is produced
- IV. Procuring agency to whom the certificate is furnished
- V. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- VI. Name and details of the unit of the manufacturer
- VII. Net selling price of iron & steel products
- VIII. Freight, insurance and handling till plant
- IX. List and total cost value of input steel(imported) used to manufacture the iron & steel products
- X. List and total cost of the input steel which are domestically sourced
- XI. Please attach value addition certificates from suppliers, if the input is not in-house
- XII. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of _____ (name of firm/entity)

Authorized signatory (to be duly authorized by the board of directors)

<Insert name, designation and contact no.

	<p>PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9236P19</p>	
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PROFORMA-B

BIDFORM

To
M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub: **IFB NO. CPG9236P19**

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.



Dated this _____ day of _____ 2018.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

	<p>PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9236P19</p>	
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PROFORMA-C

STATEMENT OF NON-COMPLIANCE
(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of exceptions/deviations, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks



Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "Statement of Non Compliance" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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PROFORMA-D

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oil field services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB NO. CPG9236P19. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this ____ day of ____ 2018.

THE CONDITIONS of these obligations 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 acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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



This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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(Signature, Name and Address)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be as specified in the tender document.



Note: The bank Guarantee issued by the Bank must be routed through SFMS Platform as per following details:

- a.
 - (i) “MT 760/MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above Message/Intimation shall be sent through SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129.

Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602”

b. Bidders should submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

	<p>PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9236P19</p>	
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PROFORMA –E

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.



We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 3 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____

Witness _____
Address _____

Date
Place _____



	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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Note :Note: The bank Guarantee issued by the Bank must be routed through SFMS Platform as per following details:

- a.
 - (i) “MT 760/MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above Message/Intimation shall be sent through SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129.
Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602”

- b. The Contractor/Supplier should submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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PROFORMA-F

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,



WHEREAS the Company desires that Supply of _____ (brief description of supplies) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such supplies represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said supplies for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company accepted the bid submitted by the Contractor and had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Part I indicating the General Conditions of this Contract;
 - (b) Part III Section - 1 indicating the Terms of Reference;
 - (c) Part III Section - 2 indicating the Special Terms & Condition;
 - (d) Part III Section- 2 indicating the Schedule of Rates

	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of



In presence of

1.

1.

2.

2.

	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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PROFORMA-G

PROFORMA OF LETTER OF AUTHORITY

TO
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB NO. CPG9236P19

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for the supply of _____.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,



Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder.

	<p>PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9236P19</p>	
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PROFORMA-H

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date: _____

Sir,

Sub : OIL's IFB No. -----

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Duliajan on our behalf.

Yours Faithfully,



Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

	<p>PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9236P19</p>	
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PROFORMA-I

BIDDER'S GENERAL INFORMATION

To
OIL INDIA LTD.

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

Country _____

1-4 Operation Address if different from above: _____ :

City _____ District _____

State _____ PIN/ZIP _____

Country _____

1-5 Telephone Number: _____

(Country Code) (Area Code) (Telephone No.)

1-6 E-mail address: _____



1-7 Website: _____

1-8 Fax Number: _____

(Country Code) (Area Code) (Telephone No.)



1-9 ISO Certification, if any {If yes, please furnish details}

1-10 Banker's Name : _____

	<p>PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9236P19</p>	
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- 1-11 Branch : _____
- 1-12 Branch Code : _____
- 1-13 Bank account number : _____
- 1-14 GST Registration number : _____
- 1-15 GST Range : _____
- 1-16 GST Division : _____
- 1-17 PAN/Tax Identification No. : _____
- 1-18 Port of shipment/ Dispatch Point : _____
- 1-19 Offer No. : _____
- 1-20 Whether Supplier / Manufacturer: _____
Dealer / Trader / Contractor
- 1-21 Type of Material Supplies: _____
- 1-22 We (Bidder) are covered under the : _____
definition of section 2 (n) of the
MSMED Act (Indian Bidder only)
- 1-23 Whether Micro or Small Enterprise : _____
(Indian Bidder only)
- 1-24 Whether MSE is owned by SC/ST : _____
Entrepreneur(s) (Indian Bidder only)

STAMP AND SIGNATURE OF BIDDER

	<p>PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9236P19</p>	
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PROFORMA-J

SUB PROFORMA J1

**PROFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE
AND ANNUAL TURNOVER DETAILS AS CALLED IN “QUALIFICATION
CRITERIA” OF INVITATION FOR BID**

S.No.	Description	Details

1. Name of the Bidder :

2. Bidder to specify the details of work(s) executed
by the Bidder complying the requirement of IFB



Experience details as below

SNo	Name& Description of Work	WO No & Date	WO Value	Completion Certificate & Date	Completion Date	Executed Value (excluding tax)

3. Submission of Documentary Evidence:

- | | |
|------------------------------------|--------------------------|
| i) Copy of Work Order | Submitted/ Not Submitted |
| ii) Copy of Completion Certificate | Submitted/ Not Submitted |

Bidder must ensure that all details filled at Sr. No.2 above are covered in work order/
completion certificate. In case certain detailed are not covered, bidder may submit
additional authenticated document/ certificate in respect of the same.

	PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG9236P19	
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4. Annual turnover for the last three financial years :

- i) Year 1 :
- ii) Year 2 :
- iii) Year 3 :

5. Submission of Documentary Proof :

- (i) Audited Balance Sheet including Profit Loss
Accounts Statement for the last three years of
the Bidder

Yes/No



NOTE:

- i) Bidder shall furnish the experience details as above only of those projects which they consider suitable for meeting the Qualification Criteria. OIL reserve the right not to evaluate any other project details. Details of more projects may be furnished in the same format, if desired.
- ii) Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It shall be ensured that all relevant supporting documents are submitted alongwith their bid in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.

SIGNATURE OF THE BIDDER : _____

NAME OF THE BIDDER : _____

COMPANY SEAL : _____

	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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SUB PROFORMA J2

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his Annual Turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.



FINANCIAL YEAR	ANNUAL TURNOVER (RS.)
Year 1	
Year 2	
Year 3	

NOTE:

1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid.
2. A brief note should be appended describing thereby details of turnover as per audited results..
3. In case of tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

	PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG9236P19	
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SUB PROFORMA J3
FORMAT FOR CHARTERED ACCOUNTANT / STATUTORY AUDITOR
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm: [Signature of Authorized Signatory]

Chartered Accountant Name:

Date: Designation:



Seal:

Membership no.

Instructions:

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
- For the purpose of this Tender document, (i) Annual Turnover shall be “Sale value/ Operating Income” (ii) Working Capital shall be “Current Assets less Current liabilities” and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus”



This certificate is to be submitted on the letter head of Chartered Accountant.

	<p align="center">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9236P19</p>	
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PROFORMA-K



REPLY TO COMMERCIAL QUESTIONNAIRE

Sr. No.	Commercial Query	Bidder's Reply / Confirmation
1	Please confirm that Main Index Document along with Amendment, if any, duly signed and stamped on each page has been submitted along with the Bid.	
2	Confirm that all pages of the Bid have been numbered in sequential manner	
3	Confirm that Bid has been submitted to OIL's E-Procurement website as specified in Instructions to Bidders.	
4	Confirm that you have studied complete Bidding document including technical and commercial part and your Bid is in accordance with the requirements of the Bidding documents.	
5	Confirm that the price part does not include any terms and conditions. In case any terms and conditions are mentioned in the price part, the same shall be treated as null and void.	
6	Confirm your compliance to total scope of work mentioned in the Bidding document.	
7	Confirm your acceptance for "SCOPE OF SUPPLY" mentioned in the Bidding Document. Please note that scope of supply mentioned in the Bidding document is not limitative and shall include supply of all materials required for completion of Work irrespective of whether such materials are mentioned in the Bidding document or not.	
8	Confirm your acceptance for time schedule as per Bidding Document.	
9	Confirm that your Bid is substantially responsive to the requirements of the Bidding document, and you have not stipulated any material deviation and submitted all details as specified in the Bidding document.	
10	DELETED	
11	Confirm that proposed fabrication facility is having qualified managerial and supervisory personnel having sufficient experience. .	

	PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG9236P19	
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Sr. No.	Commercial Query	Bidder's Reply / Confirmation
12	Confirm that all costs resulting from safe execution of work, such as safety induction, use of protective clothing, safety glasses and helmet etc. have been considered, including any special safety measures required to be taken or any other safety measures to be undertaken for the execution of Work are included in the quoted price.	
13	Please confirm that all safety rules & regulations as mentioned in Bidding Document shall be adhered by bidder within quoted price.	
14	DELETED	
15	<p>Confirm the following:</p> <p>“The planning schedule, S-curves submitted by the bidder with his bid, are indicative and shall not be basis for extra compensation in case actual needs are higher.</p> <p>Detailed planning schedule developed by CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project.</p> <p>Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work which may be reviewed and commented by us during pre award stage / post award stage.</p>	
19	Please confirm, you shall submit PACKING LIST, conforming bid requirement.	
20	Please confirm that your bid is valid for 120 days from the date of closing of bid.	
21	<p>Please state Foreign Currency, if applicable, considered in the Price Bid.</p> <p>Also note that, in case of variance, currency stated in the Price Bid shall prevail</p>	



STAMP AND SIGNATURE OF BIDDER

	<p align="center">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9236P19</p>	
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PROFORMA-L

INCOME TAX PAN NUMBER PF REGISTRATION NUMBER (AS APPLICABLE)

TO BE PROVIDED BY THE BIDDER

	<p>PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9236P19</p>	
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PROFORMA-M

CHECKLIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the “Techno-Commercial bid”.

Please tick the box and ensure compliance:

- (1.0) Pro-Forma of Acknowledgement Letter & Intention to Bid

Submitted

☐

- (2.0) Pro-Forma of Declaration of blacklisting / holiday listing

Submitted

☐

- (3.0) Power of Attorney in Favour of the person who has signed the bid on stamp paper of Appropriate value

Submitted

☐

Not Applicable

☐

- (4.0) Submission of documents to establish conformity with Bidder's Qualification Criteria as per Instruction to bidder (ITB)

Submitted

☐

Not Applicable

☐

- (5.0) Partnership Deed in case of partnership firm and Article of Association (AOA) / Memorandum of Association (MOA) in case of limited company

Submitted

☐

Not Applicable

☐

- (6.0) Present/ Concurrent Commitments as per ITB

Submitted



☐

- (7.0) Schedule of Deviations to General & Commercial conditions as per ITB



Submitted

☐

- (8.0) Schedule of Deviations to technical specifications as per ITB

	<p align="center">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9236P19</p>	
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	Submitted	<input type="checkbox"/>
(9.0) Overall schedule for completion of work in the form of Bar Chart		
	Submitted	<input type="checkbox"/>
(10.0) Commercial Details/ Documents specified in part – I: Commercial		
	Submitted	<input type="checkbox"/>
	Not Applicable	<input type="checkbox"/>
(11.0) Technical Details/ Documents specified in part – II: Technical		
	Submitted	<input type="checkbox"/>
	Not Applicable	<input type="checkbox"/>
(12.0) Blank copy (without price) of schedule of Price indicating “Quoted” duly signed and stamped on each page		
	Submitted	<input type="checkbox"/>
(13.0) Schedule Bar chart, proposed site organization chart		
	Submitted	<input type="checkbox"/>
(14.0) PAN Details EPF, ESI, GST registration certificate, income tax clearance certificate, solvency certificate		
	Submitted	<input type="checkbox"/>
(15.0) National small scale industries corporation (NSIC) registration certificate		
	Submitted	<input type="checkbox"/>
	Not Applicable	<input type="checkbox"/>
(16.0) Financial balance sheet, profit and loss account, Assets / Liability sheet as per ITB		
	Submitted	<input type="checkbox"/>
	Not Applicable	<input type="checkbox"/>

	<p>PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9236P19</p>	
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(17.0) Complete tender document duly signed and stamped by the Bidder in token of having received and read all the parts of the Bidding documents and having accepted and considered the same in preparing and submitting the Bid and submission of an undertaking that no pages have been altered / changed with respect to the tender documents and all subsequent amendments.

Submitted

☐

(18.0) Earnest Money Deposit (EMD) as per ITB section

Submitted

☐

Not Applicable

☐

(19.0) Integrity pact duly signed and stamped

Submitted

☐

(20.0) Quality manual, sample audit report as per QMS section and safety assurance plan

Submitted

☐

(21.0) Information about Tenderer and details of similar work done

Submitted

☐

(22.0) Details of tool, tackles & equipment available with tenderer for use in this work

Submitted

☐

(23.0) Manpower estimation for job, deployment chart with bio-data / Experience / qualification of all supervisory staff

Submitted

☐

(24.0) Certificate of approval for compliance to ISO:9001 standard submitted by contractor

Submitted



☐

CONFIRM THE FOLLOWING:

(1.0) All pages of the bid have been page numbered in sequential manner.

YES

☐

	<p>PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9236P19</p>	
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(2.0) Bidding Document marked “ORIGINAL” along with Original offer, Compliance Letter for Addendum/ Amendment, if any, has been submitted duly signed and stamped on each page.

YES

☐

(3.0) Declaration By Bidder Regarding Directors Of The Company

YES

☐



CONFIRM & ENSURE COMPLIANCE:

DESCRIPTION	YES / NO
Cover Envelope containing submission of Physical documents	
a. Original Bid Security b. Printed catalogue and Literature, if any c. Power of Attorney for signing the bid. d. Any other document required to be submitted in original as per tender.	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____



COMPANY SEAL : _____

	<p align="center">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9236P19</p>	
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PROFORMA-N

DECLARATION OF BIDDER REGARDING BLACK LISTING/ HOLIDAY LISTING

BIDDER SHALL PROVIDE SELF DECLARATION

	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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PROFORMA-O

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

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

Ref. No _____ Date _____
Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
GM(Projects- C&P)
Projects Department
OIL, Duliajan
Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)
Signature of Authorised Signatory

Name :



Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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PROFORMA-P

PROFORMA OF INDEMNITY BOND

(To be executed on non-judicial stamped paper of appropriate value)



WHEREAS OIL INDIA LTD. (hereinafter referred to as “OIL”) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at **OIL CPG9236P19** has entered into a CONTRACT with M/s * _____ (hereinafter referred to as the “CONTRACTOR”) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having its registered office at * _____ and on the terms and conditions as set out, inter-alia in the [*mention the work order / LOA/ Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the “CONTRACT” which expression shall include all amendments, modifications and/or variations thereto.

OIL has also advised the CONTRACTOR to execute an Indemnity Bond in general in favour of OIL indemnifying OIL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be intimated by an third part, including any Banker / Financial institution / worker(s) / vendors (s) / sub-contractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of OIL for above works.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified OIL and all its employees and Directors including Independent Directors, from and against all/ any claims(s), damages, loss, which may arise out of any litigation / liabilities that may be raised by the Contractor or any third party against OIL under or in relation to this contract. The Contractor undertakes to compensate and pay to OIL and / or any or its employees, Director including Independent Directors, forthwith on demand without any protest the amount claimed by OIL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct / indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby agrees with OIL that:

- i) This Indemnity shall remain valid and irrevocable for all claims of OIL and / or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which OIL and / or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- ii) This Indemnity shall not be discharged / revoked by any change / modification / amendment / assignment of the contract or any merger of the Contractor with other entity or any change in the constitution / structure of the Contactor’s firm / Company or any conditions thereof including insolvency etc . of the Contractor, but shall be in all respects and for all purposes binding and operative until any / all claims for payment of

	<p style="text-align: center;">PROCUREMENT OF COATED LINE PIPE FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9236P19</p>	
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OIL are settled by the Contractor and / or OIL discharges the Contractor in writing form this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the CONTRACTOR and the same stands valid.

SIGNED BY:

For [Contractor]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2.



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Oil India Limited
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**TENDER FOR COATED & BARE LINE PIPES
FOR BAGHJAN – MADHUBAN PIPELINE
PROJECT (ASSAM)**

TENDER No. CPG9236P19



MECON LIMITED

FORMAT F-10A (LSAW/HSAW)

LINE PIPE MANUFACTURING MILL CAPABILITY CERTIFICATION
(For Indian and Foreign bidders seeking qualification under 4.1.1.1 of Ann-I to IFB)

This is to certify that M/s _____ reference plant's production line _____ has following manufacturing facilities to manufacture _____ (type of pipes) line pipes as per API 5L PSL2 or equivalent.

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
A	GENERAL INFORMATION		
1.0	Detailed description of Organization (Structure, number of Employees, facilities, equipments, etc,) concerning the following:		
1.1	Overall structure of Mill Organization		
1.2	Line Pipe production facilities and Capacity		
1.3	Testing Laboratories		
1.4	Quality Control/Quality Assurance (QA/QC): Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.		
1.5	Non-Destructive testing facilities.		
1.6	Latest Audit certified documents performed during production by one of the International Inspection Agencies (as listed in SCC).		
2.0	Company has valid ISO 9001-2000 Certificate and established Quality manual.		
B	FABRICATION & INSPECTION PROCEDURES		
1.0	Give detailed description of the Fabrication Process to produce Line pipes as per technical documents		
1.1	Inspection of raw material (Plates/Coils)		
1.2	Forming of the plates/Coils		
1.3	De-coiling and Inspection		
1.4	Edge preparation		
1.5	Forming		
1.6	Welding		
1.7	Testing		



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MECON LIMITED

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
2.0	Following shall be certified for Mill capability:		
2.1	<u>Inspection of raw material (Plates/Coils)</u> The machine shall have an inbuilt edge machining and Ultrasonic testing to test about 25mm width on both sides of the plate edges.		
2.2	<u>Forming of the plates/ Coils</u> During Forming and welding the machine should have automatic tracking system to control welding groove and edge offsets.		
2.3	<u>Welding</u> Pipe mill shall have a continuous tack welding arrangement for better dimensional control, minimum repairs and higher production. Weld procedure qualified shall ensure testing of Impact at -20° C for Weld and HAZ.		
2.4	<u>Inspection & Testing</u>		
	Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.		
	List of all relevant NDT procedures (including Acceptance criteria)		
	List of NDT qualified personnel with valid ASNT-1A certificates for level III and Level II operators.		
	Ultrasonic machines being used should ensure tracking of weld seam during testing and representing defects on a printout.		
	All instruments used shall have a valid Calibration certificates.		
	Capability of mill and procedure followed to produce pipes within the technical specifications with special attention to clause number 7.2 of TS (Out of roundness limited to 5 mm).		
	HSAW mill shall ensure, prove and establish adequate methodology that the residual stresses are within acceptable limits (at least equal to cold expanded pipes).		



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FOR BAGHJAN – MADHUBAN PIPELINE
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MECON LIMITED

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
	Capability of Mill and procedure followed to perform Impact test at –20/0 Deg.C. as per technical document requirements.		
	Work Instructions and approved procedures to be displayed at each and every work centres for ready reference		
	Various procedures established shall have approval from International Inspection agencies as listed in SCC.		

Overall acceptability

Acceptable / Not Acceptable

For & On behalf of

Signature

Name

Designation

Agency's name & Seal

Note: All pages of this report (Form-10A) shall be signed and stamped by the agency



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**TENDER FOR COATED & BARE LINE PIPES
FOR BAGHJAN – MADHUBAN PIPELINE
PROJECT (ASSAM)**

TENDER No. CPG9236P19



MECON LIMITED

FORMAT – 13A

3 LPE EXTERNAL COATING PLANT CAPABILITY ASSESSMENT

This is to certify that M/s _____ reference plant's production line _____ has following coating facilities to undertake 3 LPE External Coating and Internal Liquid Epoxy coating of Bare Line Pipes as per relevant standards attached in bid document.

S. No.	DESCRIPTION	INSPECTION AGENCY	
		OBSERVATION	REMARKS ON CONFORMITY
A.	GENERAL INFORMATION		
1.0	Detailed description of Organisation (Structure, number of employees, facilities, equipments, etc.) concerning the following		
1.1	Overall structure of Plant Organisation		
B	EXTERNAL AND INTERNAL COATING FACILITIES & CAPACITY		
1.0	Testing Laboratories		
1.1	Quality Control/ Quality Assurance (QA / QC): Type and location of the testing facility and step-by-step operations followed to achieve high quality product as per technical specifications.		
1.2	Company shall have valid ISO 9001- 2000 certificate and established quality manual.		
C	3 LPE COATING & INSPECTION PROCEDURES		
1.0	Give detailed description of the coating process to produce coated pipes as per technical documents.		
1.1	Identification		
1.2	Review of the manufacturer's certificates of Base material (PE/Epoxy/Adhesive)		
1.3	Inspection of raw material (Epoxy / Adhesive / PE) batch wise at vendor laboratory		
	Surface preparation (Blasting & surface treatment)		
1.4	Pre-heating before abrasive blasting		

**TENDER FOR COATED & BARE LINE PIPES
FOR BAGHJAN – MADHUBAN PIPELINE
PROJECT (ASSAM)**

TENDER No. CPG9236P19



MECON LIMITED

S. No.	DESCRIPTION	INSPECTION AGENCY	
		OBSERVATION	REMARKS ON CONFORMITY
1.6	Phosphoric acid treatment		
1.7	PH of pipe surface after phosphoric acid wash		
1.8	Salt contamination check after abrasive blasting		
1.9	Anchor pattern and degree of cleaned surface & degree of dust		
D	COATING		
2.1	Temperature of pipe before chromate application and visual application		
2.2	Temperature of pipe before epoxy application		
2.3	Temperature of PE, adhesive, epoxy		
2.4	Coating chamber and cooling chamber (inter coat time / cure time)		
2.5	Epoxy chamber / gun location/ number of guns / gun pressure		
2.6	PE & adhesive extruders RPM		
2.7	Line speed. Monitoring system for line speed shall be in place		
2.8	Epoxy/Adhesive/ PE film thickness / Total coating thickness		
2.9	Following shall be certified for Plant Capability:		
2.10	<u>Inspection of Raw Material (Epoxy /Adhesive / PE)</u> The plant shall have all in house test facilities for batch testing of incoming raw materials		
2.11	<u>Pre Heating of Pipes before blasting</u> Mill shall be equipped with required number of blasting stations and pre heating arrangement before 1 st blasting and also with facility for surface treatment before blasting (DM water wash station)		
2.12	<u>Surface Treatment</u> Mill shall be equipped with surface treatment facilities (chromating) before pre heating before epoxy chamber		

S. No.	DESCRIPTION	INSPECTION AGENCY	
		OBSERVATION	REMARKS ON CONFORMITY
2.13	<u>Pre heating before Epoxy application</u> Induction heater with high temperature tripping system along with visual and audio alarm indicators shall be installed		
2.14	<u>Number of Epoxy guns and Positioning before adhesive application:</u> Number of guns and gun pressure shall be sufficient to achieve desired thickness of epoxy on the pipe surface. Positioning / location (distance before adhesive application) of guns should be maintained to satisfy cure time requirement of epoxy.		
2.15	PE / Adhesive Extruders: PE / adhesive extruders RPM shall be maintained to achieve adhesive and final coating thickness.		
2.16	Cooling Chamber (Chiller): Length of cooling chamber should be sufficient to attain the coating pipe temperature out of cooling chamber as per requirement.		
2.17	Total coating thickness		
E	Inspection and Testing		
1.1	In house testing facility for all the lab testing and plant testing shall be in place.		
1.2	All the testing procedures for Raw material testing, 1 st day production testing and routine testing shall be available.		
1.3	Lab testing: Raw Material testing Procedure qualification testing Routine testing etc.		
1.4	Plant testing: Impact test, Holiday test, Peel off testing, Procedures qualification tests, St Andrew Cross Test, cathodic disbandment test, Test on partly coated pipes etc.		
1.5	All instruments used shall have valid calibration certificates. Availability of calibration reference standards and instruments.		



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FOR BAGHJAN – MADHUBAN PIPELINE
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TENDER No. CPG9236P19



MECON LIMITED

S. No.	DESCRIPTION	INSPECTION AGENCY	
		OBSERVATION	REMARKS ON CONFORMITY
1.6	Final Dimensional & Visual check (cut back on both ends of the pipe)		
G	Documentation & final certification		

Overall acceptability:

ACCEPTABLE / NOT ACCEPTABLE

For & On behalf of

Signature

Name

Designation

Agency's Name & Seal

Note: all pages of this report (Form-13) shall be signed and stamped by agency

END OF PART-V
END OF VOLUME-I