
	PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG9496P19	
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FORWARDING LETTER



M/s _____

Sub: IFB No. CPG9496P19 FOR PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES 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 competitive bids from competent and experienced bidders through OIL’s e-procurement site for IFB no. CPG9496P19. 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.	:	CPG9496P19
2.	Type of Bidding	:	Single Stage 2-Bid System [International Competitive Bidding (ICB)]
3.	Last day for online registration in OIL’s e-tender portal (for new vendors)	:	08.11.2018
4.	Last day for clarification regarding eligibility for Bid Security/EMD exemption/waiver (for MSE vendors)	:	08.11.2018
5.	Bid Closing Date & Time	:	15.11.2018 at 11:00 Hrs. (IST)
6.	Technical Bid Opening Date & Time	:	15.11.2018 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	:	Not Applicable
10.	Pre-Bid Query Closing Date	:	08.11.2018

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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	:	Indian Bidders: 22 weeks from the date of issue of FOA on FOT site Basis. Foreign Bidders: 18 weeks from the date of issue of FOA on FOB Basis.
14.	Bid Security Amount	:	<u>Item no. 1</u> Indian Bidder – Rs. 1,05,000/- Foreign Bidder – USD 1440 <u>Item no. 2</u> Indian Bidder – Rs. 8,300/- Foreign Bidder – USD 113 <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	:	Indian Bidders: 22 weeks from the date of issue of FOA on FOT site Basis. Foreign Bidders: 18 weeks from the date of issue of FOA on FOB Basis.
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%.
22.	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Un-priced Bid.
23.	Bids to be addressed to	:	GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA

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4.0 Integrity Pact: Not Applicable for subject tender

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 e-Procurement site for submission of bid. New vendor shall obtain User ID & Password through online vendor registration system in e-portal. Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.
- 5.5 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the bidder. In the event of late registration/incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 5.6 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.
- 5.7 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/service provider of tendered item(s) and registered with the appropriate authority for the said item(s).

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Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

- 5.8 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the 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



7.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

The prospective bidders shall submit their queries/clarifications against the tender through e-mail addressed to cont-delhi@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.

8.0 **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 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

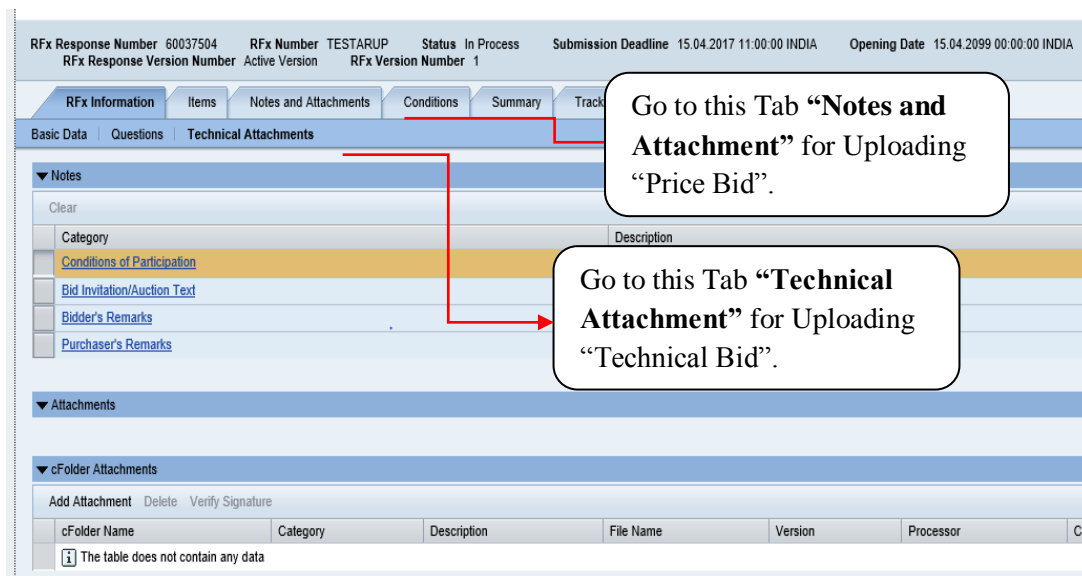
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such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

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

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The above documents including the Original bid security must be received at GM(C&P)-Projects Office, Projects Department, Oil India Limited, Duliajan, Assam-786602, India on or before 12.45 Hrs. (IST) on the technical bid closing date. 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

GM (PROJECTS-C&P)
For CGM-Projects
For RESIDENT CHIEF EXECUTIVE



END OF FORWARDING LETTER
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PART III	SECTION I: SPECIAL CONDITIONS OF CONTRACT
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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 Price including packing and forwarding charges (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) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).

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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. Inland transportation upto Delivery location and other costs incidental to delivery of goods, transit insurance upto site and unloading at Delivery Location.

The material is required to be delivered through a reliable bank approved Road Transport Company and who is a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, OIL reserves the right to transport the material with its own transporter.

9.6. **Foreign Bidders shall indicate the following in their offer:**

9.6.1 Bidders shall submit their 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) & Marine insurance upto the port of entry, India, in the price schedule.



9.6.6 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.

9.6.7 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.

9.6.8 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.

9.6.9 No Trans-shipment is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL/Consultant.

9.6.10 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.

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- 9.6.11 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.
- 9.6.12 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.
- 9.6.13 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.
- 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 –
- 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
 - 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
 - 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:

- MT 760/MT 760 COV for issuance of Bank Guarantee
- MT 760/MT 767 COV for amendment of Bank Guarantee

The above Message/Intimation shall be sent through SFMS by the BG issuing

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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.
- 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) 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 GM(Projects-C&P), Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM(Projects-C&P) on or before 12:45 Hrs (IST) on the Bid Closing date.**

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10.9 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.

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 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.



11.3 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

11.4 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 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.

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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-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

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“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 CALCULATION OF LOCAL CONTENT- GOODS as per Form – A1
- 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 (as applicable) 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.
- 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.

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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.
- 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

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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.
- 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:

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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 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:
 - a) For which bidder is enlisted with OIL (Limited enquiries); or
 - b) 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:

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- 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: For Applicability please refer IFB.

- 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 queries 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.
- 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

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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:

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

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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.
- 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

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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 Contract on the basis of landed cost at site for the respective 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:

- (a) **Where only Indian Bids Exist, evaluated price shall consist:**
- Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials), including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).*
 - Inland transportation upto Delivery location and other costs incidental to delivery of goods and transit insurance upto site*
 - GST (CGST&SGST/UTGST or IGST) as applicable*
 - Other loading, if any, as specified in Tender Document*
- (b) **Where only Foreign Bids Exist, evaluated price shall consist:**
- CIF Kolkata Port price quoted by the bidder*
 - Other loading, if any, as specified in Tender Document*
- (c) **Comparison of prices where both Foreign Bids and Indian Bids Exist:**

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Indian Bid:

- i) *Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).*
- ii) *Other loading, if any, as specified in Tender Document*

Foreign Bid:

- i) *CIF Kolkata Port price as quoted by the Bidder.*
- ii) *Banking charges@1% of FOB value in case of payment through letter of credit. If confirmed L/C at buyer's account is required, @1.5% of FOB value will be loaded*
- iii) *Other loading, if any, as specified in Tender 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) if available to Owner& the same shall be considered for the Purpose of evaluation.
- 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 re-floated. 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.

30.4 **Purchase Preference to MSE bidders:** Refer Clause No.VI of BEC of the Part II of this bidding document.

30.5 OIL/Consultant shall allow **Purchase Preference Policy - linked with Local Content (PP - LC)** notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG in this tender. Bidders seeking benefits, under this Policy (linked with Local Content) (PP-LC) shall have to comply with all the relevant provisions and shall submit relevant undertakings/documents applicable for this policy as specified below:

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30.5.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document or exemption in submitting Earnest Money Deposit/Bid Security under the MSE policy, then it shall be construed that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

30.5.2 Bidders seeking Purchase Preference (linked with Local Content) (PP-LC) shall be required to meet/exceed the target of Local Content (LC) which in this case is **25%**.

30.5.2.1. Such bidders shall furnish following undertaking from the manufacturer on manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

*"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. **25%** for claiming purchase preference linked with Local Contents under the Govt. Policy against under tender no. _____."*



30.5.2.2. Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

*"We _____ the statutory auditor of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. **25%** quoted vide offer No. _____ dated _____ against OIL's tender No. _____ by M/s. _____ (Name of the bidder)."*

Notes:

- In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.
- In case the manufacturer himself is bidding then the certificate shall be submitted by the Statutory Auditors of the manufacturer who shall provide the break-up of the cost component as per Proforma – A1 of Bidding forms.
- In case of bidder is a supplier quoting on behalf of manufacturer then the certificate shall be submitted by the Statutory Auditors of the supplier who shall provide the break-up of the cost component of the manufacturer as per Proforma – A1 of bidding forms. The responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier.
- In case the tender scope covers testing, installation and commissioning and any other services in respect of the supplied goods/equipment then such costs shall also be considered in LC for which the bidder shall provide certificate from the Statutory Auditors or the Chartered Accountant as the case may be.

30.5.2.3. At the bidding stage the bidder shall provide Break-up of "Local Component" and "Imported Component" in the prescribed format and submit/ uploaded (in the e-procurement portal in case of e-tender) along with their price.

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30.5.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

30.5.3.1. Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their prices in sealed envelopes. Envelopes of the bidders shall be opened and award shall be made to the lowest evaluated TA/CA (Techno-Commercially Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

30.5.4 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining quantity will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

30.10.4.1. However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

30.10.4.2. When the tendered goods/services cannot be divided in the exact ratio of 50%/50% then OIL reserves the right to award on lowest eligible PP-LC bidder for quantity not less than 50% as may be dividable.

For example in case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

30.5.5 Deleted

30.5.6 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.



The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

30.5.7 Determination of LC :

30.5.7.1. LC shall be computed on the basis of the cost of domestic components in goods compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering direct component (material) cost, direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

30.5.7.2. The criteria for determination of the Local Content cost shall be as follows:

- In the case of direct component (material), based on country of origin.
- In the case of manpower based on INR component and

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c) In the case of working equipment/facility, based on the country of origin.

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

30.5.8 Calculation of LC and Reporting

30.5.8.1. LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as NIL.

30.5.8.2. Formats for the calculation of LC of goods is given in this document.

30.5.9 Certification and Verification

30.5.9.1. Bidder seeking Purchase Preference under the policy shall be obliged to verify the LC of goods as follows:

30.5.9.1.1. At bidding stage:

a) Price Break-up:

(i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 30.5.2.3.

(ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder:

(i) The bidder shall submit undertaking along with the techno-commercial bid as per clause no. 2.1, such undertaking shall become apart of the contract.

(ii) Bidder shall also submit the list of items /services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor’s Certificate:

(i) The Undertaking submitted by the bidder shall be support by a certificate from Statutory Auditor as per clause 30.5.2.2.



30.5.9.1.2. After Contract Award:

a) In the case of procurement cases with the value less than INR. 500,00,000 (Rupees Five Crore), the LC content maybe calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorized Representative of the Company.

b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

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

30.5.9.3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the prorated local content requirement. In case, it is not

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satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

30.5.9.4. Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of Notice Inviting Tender (NIT) for the calculation of Local Content.

30.5.9.5. OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

30.5.10 Sanctions:

30.5.10.1. OIL shall impose sanction on bidder/manufacturers/service providers for not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

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

30.5.10.3. If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.

30.5.10.4. A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

30.5.10.5. In pursuance of the clause No.30.5.7 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (as per Proforma- **P** of Bidding forms) equivalent to the amount of PBG.



30.5.11 Bidders should note that PP – LC shall not be applicable in case of procurement of goods/services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP)

31 OPENING OF PRICED BIDS:

31.1 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.

31.2 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.

31.3 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

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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.

31.4 VOID

32 ANTI-DUMPING DUTY

- 32.1 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.
- 32.2. 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.
- 32.3. 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.
- 32.4. 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.



33 FALL CLAUSE:

- 33.6.1 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.
- 33.6.2 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.

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

- 33.6.3 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

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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.

34 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.

35 CURRENCY EXCHANGERATE 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.

36 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.



37 NOTIFICATION OF AWARD OF CONTRACT/ORDER:

37.1 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.

37.2 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.

37.3 The Delivery Schedule shall commence from the date of issue of notification of award/Letter of Acceptance (LOA).

37.4 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.

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37.5 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.

37.6 **QUANTITY VARIATION:** The Employer/Consultant reserves the right to vary the quantity upto $\pm 15\%$ 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.

38 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.

39 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.

40 PERFORMANCE SECURITY:

- a. 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:
 - 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.
 - 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
- b. 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.

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- d) Phone Nos., Fax Nos., E-mail address.
- c. 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.
- d. 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.

- e. 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.
- f. 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.
- g. The Performance Security will not accrue any interest during its period of validity or extended validity.
- h. 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 or Performance Security. In such an eventuality, the party shall be debarred for a period of 3(three) years from the date of default.

41 INTEGRITY PACT: Not Applicable for subject tender

42 PACKING:

- a. 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

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oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

- b. Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Bidding Document.
- c. 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 copy of above tally sheet is to be sent in EXCEL FORMAT along with the despatch document. Bidder to confirm the same while quoting.
- d. Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.
- e. 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.

43 INSPECTION AND TEST:

- a. 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.
- b. 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.

- c. **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.

44 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

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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.

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 equipment, 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.

45 APPLICABLE LAW:

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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.

46 INSURANCE:



- a. 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 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 packages 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.

47 TERMS OF PAYMENT:

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

48 SHIPMENT DOCUMENTATION:

- a. Following despatch documents are required to be submitted by the Supplier immediately after shipment is made.
 - i. Invoice
 - ii. Inspection Release Note by Third Party Inspection Agency / Purchaser / Consultant.
 - iii. Clean Bill of Lading/Clean Airway Bill
 - iv. Packing List identify contents of each package
 - v. Test Certificates (NDT reports, MTC, etc. as per Bid Documents)
 - vi. Certificate of Measurement and Weight

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- vii. List of documents as specified in Vendor Data Requirement in Material Requisition/Purchase Requisition & counter stamped by TPIA /MECON
- viii. Estimated Time of Arrival (ETA) of Vessel at port of entry
- ix. Documents pertaining to ocean freight
- x. Country of origin certificate issued by relevant Chambers of Commerce
- xi. 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.

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'.

49 TAXES & DUTIES:

a. 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.

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



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(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.

- d. 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/ 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.
- e. 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.
- f. The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- g. 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.
- h. The bids will be evaluated based on total price including applicable GST.
- i. 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.
- j. 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.
- k. 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.

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- l. 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.
- m. 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.
- n. 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.
- o. 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.
- p. 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.
- q. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- r. 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.
- s. 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.
- t. 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.
- u. 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

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should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

- v. 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.

- w. Documentation requirement for GST:

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 -



- Name, address and GSTIN of the supplier;
- Serial number of the invoice;
- Date of issue;
- Name, address and GSTIN or UIN, if registered of the recipient;
- Name and address of the recipient and the address of the delivery, along with the State and its code,
- HSN code of goods or Accounting Code of services[SAC];
- Description of goods or services;
- Quantity in case of goods and unit or Unique Quantity Code thereof;
- Total value of supply of goods or services or both;
- Taxable value of supply of goods or services or both taking into discount or abatement if any;
- Rate of tax (IGST, CGST, SGST/UTGST, cess);
- Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- Address of the delivery where the same is different from the place of supply
And
- 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:

- The original copy being marked as ORIGINAL FOR RECIPIENT;
- The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- 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.

- x. 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.

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- y. 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.

50 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 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.

51 STATUTORY VARIATIONS:

- a. 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.
- b. 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).
- c. 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.
- d. 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.
- e. 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.
- f. 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.

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g. 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 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.

h. 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.

52 LIMITATION OF LIABILITY

- a. 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.



53 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.

54 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

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- 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.

55 FORCE MAJEURE:

- a. 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.
- b. 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.
- c. 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.



56 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	Number of	Appointing Authority
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counter claim, if any)	Arbitrator	
Upto Rs. 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.

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)
Upto Rs. 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.

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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.

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

57 NOTICES:

- a. 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:

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



58 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.

59 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.

60 CONSEQUENTIAL DAMAGE:

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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.



61 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.

62 TERMINATION



- a. **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.
- b. **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.
- c. **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.
- d. **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 15days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- e. **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.
- f. **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

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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 – I, VOLUME-I

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	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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VOLUME-1 PART-II

BID REJECTION & 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 SUPPLY

Material Requisition consists of Item nos. 1.1 - Bi-Directional Scrapper Trap & 2.1- Quick Opening End Closure System. Scope of supply shall be as per detailed SOR attached with the tender document.

1.0 TECHNICAL CRITERIA:

1.1 For Scrapper Trap (MR item no. 1.1)



1.1.1 Bidder shall be a manufacturer of Scrapper Trap (i.e. Pig Launcher/ Receiver).

1.1.2 The Bidder shall have designed, manufactured, tested and supplied at least one (1) number Scrapper Trap (i.e. Pig Launcher/ Receiver) that are of equal or higher in terms of size & rating, as quoted for, in last five (05) years to be reckoned from the original bid closing date of the tender.

1.1.3 Bidder, in last five (5) years reckoned from original bid closing date, should have supplied Scrapper Trap, in a single order, having a minimum order value as specified in table below.

Item no.	Description	Value required for Qualification	
		Indian Bidder (In INR)	Foreign Bidder (In USD)
1.1	36" X 30", 300#, <i>Bi-Directional Scrapper Trap</i>	20.55 lakhs	28245

Exchange rate considered is 1 USD = INR 72.7549 as on 12.09.2018

	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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1.1.4 The bidder should have designed, manufactured, tested and supplied at least one (1) number Quick Opening End Closure (QOEC) suitable for horizontal installation that are of equal or higher in terms of size and rating as quoted for in last five (05) years to be reckoned from the original bid closing date of the tender.

1.2 For Quick Opening End Closures for Blow down line (MR item no. 2.1)

1.2.1 Bidder shall be a manufacturer of Quick Opening End Closure (QOEC)

1.2.2 Bidder should have designed, manufactured, tested and supplied at least one (1) number Quick Opening End Closure suitable for vertical installation that are of equal or higher in terms of size and rating as quoted for in last five (05) years to be reckoned from the original bid closing date of the tender.

1.2.3 Bidder, in last five (5) years reckoned from original bid closing date, should have supplied Quick Opening End Closure (QOEC), in a single order, having a minimum order value as specified in table below.



Item no.	Description	Value required for Qualification	
		Indian Bidder (In INR)	Foreign Bidder (In USD)
2.1	10", 300#, Quick Opening End Closure	1.60 lakhs	2199

Exchange rate considered is 1 USD = INR 72.7549 as on 12.09.2018

1.3 In case bidder is a Scrapper Trap manufacturer, bidder may also quote for horizontal/ vertical QOECs provided the bidder sources the same from a manufacturer of QOEC meeting the requirements mentioned in clauses 1.1.4, 1.2.2 & 1.2.3 above. The clauses of sl. No.1.4 shall not be applicable in this case.

1.4 The bidders who are sole selling agents/authorized distributors /authorized dealers/ authorized supply houses of the manufacturers of Scrapper Trap / Quick Opening End Closure are eligible to bid on behalf of the manufacturers. However, this shall be subject to the following conditions:

- i) The bidder shall furnish an authority certificate from the Scrapper Trap / Quick Opening End Closure 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 Scrapper Trap / Quick Opening End Closure manufacturer, a certificate to the effect that the manufacturer as a corporate policy does not quote directly and their Scrapper Trap / Quick Opening End Closure are quoted through their authorized supplier/ trading house only.

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- ii) Bidder shall supply the Scrapper Trap / Quick Opening End Closure produced by the established Scrapper Trap / Quick Opening End Closure manufacturer who meets the qualification requirements of Scrapper Trap as indicated at clause 1.1.1, 1.1.2, 1.1.3& 1.1.4 and of Quick Opening End Closure as indicated at clause 1.2.1, 1.2.2 &1.2.3 above.
- 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 Scrapper Trap / Quick Opening End Closure manufacturer after submission of bid. Similarly, the Scrapper Trap / Quick Opening End Closure manufacturer cannot change its sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house of the 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.

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



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

Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:

- a) Factory Registration Certificate/ NSIC/ ISO certificate /any other relevant document deemed necessary by bidder showing that bidder is a manufacturer.
- b) Purchase Order (P.O.) / Work Order (W.O.) and Inspection Release Note/ Completion Certificate / Commercial Invoice/Payment Advice of relevant previous supplies (having cross reference to P.O.) and any other relevant document deemed necessary by bidder which can substantiate their claim towards experience. All the documents submitted by bidder shall be certified as mandated by notes specified below.

In the event of QOEC being sourced from a vendor different from the bidder, necessary document in support of that vendor being a manufacturer of QOEC shall be submitted in line with document requirement of cl. a in addition to document requirement of this clause.

- c) The Bidder who is an Owner/authorised Supplier/Trading House/ Sole Selling Agent/Distributor of a manufacturer meeting the Criteria stipulated under clause no. 1.3 above shall furnish a “Authority Certificate” from manufacturer in line with requirement of Clause no.1.4 of BEC.

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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.

2.0 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)
1.1	20.55 lakhs	28245
2.1	1.60 lakhs	2199

Exchange rate considered is 1 USD = INR 72.7549 as on 12.09.2018

- 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:

Item no.	Indian Bidder (In INR)	Foreign Bidder (In USD)
1.1	4.11 lakhs	5649
2.1	0.32 lakhs	439

Exchange rate considered is 1 USD = INR 72.7549 as on 12.09.2018

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Note 1: In case bidder quotes for more than one item, requirement of annual turnover and working capital shall be on cumulative basis.

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.

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.

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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 (CAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable.
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 13.00 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.

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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 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

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.

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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.

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.**

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Bidder may quote for one or more items and bids will be evaluated on item wise lowest evaluated price (L-1) basis. All the Material Requisition (MR) items (i.e. Items Nos.1.1 & 2.1) shall be considered / treated as an individual item. 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:

1. 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.

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.

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- 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:
- 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.
 - If the MSE is owned by SC/ST entrepreneurs the bidder shall furnish appropriate documentary evidence in this regard.



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.

2. PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT:

- Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus>).
- In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.
- Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under Clause No. 30.10 of ITB and shall have to submit all undertakings / documents applicable for this policy.

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

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.

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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.

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.

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.

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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, 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.

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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 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.

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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.

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.

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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.

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

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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.

- 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.

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

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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:
 - 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 material 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.

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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 material from the Port of entry in India to OIL's site/dump yard/dump area shall pay 18% GST on the imported material and it will be on the Contractor's Account. OIL will provide EC (PAC) for all material 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 Void

4.6 Void

27.0 PACKAGING

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. 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.

Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per this Bidding Document.

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

28.0 DESPATCH



28.1 Road Despatch

- 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.
- 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.
- 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

	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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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.

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

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	<p align="center">PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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VOLUME-I PART – III

ANNEXURE- I TO SPECIAL CONDITIONS OF CONTRACT

TIME SCHEDULE



NAME OF WORK	TIME OF DELIVERY TO SITES
Supply of Item nos. 1.1 & 2.1 as per SOR	<p>Indian Bidders: 2 2 weeks from the date of issue of LOA on FOR site Basis.</p> <p>Foreign Bidders: 18 weeks from the date of issue of LOA on FOB Basis.</p>

SCHEDULE OF RATES/PRICES (SOR/P) FOR SUPPLY OF SCRAPER TRAP SHALL BE AS DETAILED IN TERMS OF REFERENCE (TOR)

Note:

1. The Time of delivery of package on FOR Basis (Duliajan) for Indian Bidders & on FOB Basis for Foreign Bidders 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)

	<p style="text-align: center;">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9496P19</p>	
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ANNEXURE- II-A TO SPECIAL CONDITIONS OF CONTRACT

PREAMBLE TO SCHEDULE OF RATES/PRICE (SOR/P)

1. Bidder's quoted prices shall be strictly as per various FORMS included under Schedule of Prices. Bidder shall quote prices against each item mentioned in SOR/P. Contract Price quoted shall be inclusive of **all taxes, duties, except Goods and Service Tax (GST)**.
2. The price quoted shall be on contract basis. Payments to contractor shall be made limited to Contract price indicated, irrespective of the progressive payments made during execution.

Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Schedule of Break-up of Package Material Prices along with his bid or in further detailed break of lump sum prices furnished after award of work. Contractor shall carry out entire scope of work/supplies as detailed in various sections/volumes of the Bidding Document within the quoted MPC Price (Contract Price).
3. Contract prices quoted by the Bidder shall include cost of any other supplies/work(s) not specifically mentioned in the Bidding Document but necessary for the efficient, trouble free operation of the package items and to make this package complete in every respect.
4. Bidder to note that the Price as stated in Schedule of Rates/Price (Form SOR/P) shall be considered and shall form the Total Price payable under the Contract as the supply Price before Goods & Service Tax. The GST as computed as per Sl. No. 4 of Price Bid Evaluation of BEC shall be added to the quoted Price to ascertain the Total Contract Value (Price).
5. Bidder shall also furnish the Cost Break up of Schedule of Rates/Price as per Annexure II-A which will not be used for Price Evaluation purpose.
6. Bidder shall indicate foreign currency considered by them for overseas components.
7. Bidder shall ensure that prices quoted include the complete scope of supply in totality as below:
 - i) Design, Engineering, Manufacture & Fabrication, Procurement of Materials and bought out components, assembly at shop, inspection, testing at manufacturer's works, preparation of shipment / packing, transport / delivery.
 - ii) Scope of supply shall include supply of all commissioning spares & documentation as per the Material Requisition, Notes to Material Requisition, Data sheet, MECON's Standard specifications etc. and other codes and standards attached or referred.



PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES
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SCHEDULE OF RATES/PRICES (SOR/P) FOR SCRAPER TRAP PACKAGES AS DETAILED IN TERMS OF REFERENCE (TOR)

A. FOREIGN BIDDERS

A.1. Item No. 1.1 - Supply of Bi-Directional Scrapper Trap (i.e. Pig Launcher/Receiver of Size 36" x 30" NB & ANSI Class 300#) System along with accessories. Supply of following items (MR no. 1.1.1 to 1.1.9) shall be on FOB basis.

Sl. No.	MR No.	DESCRIPTION	Unit	Qty .	UNIT PRICE (a) IN FOREIGN CURRENCY, i.e,	UNIT PRICE(b) IN INDIAN RUPEES	TOTAL PRICE (A) IN FOREIGN CURRENCY	TOTAL PRICE (B) IN INDIAN RUPEES
1.	1.1.1	Supply of <i>Bi-Directional Scrapper Trap (i.e, Pig Launcher/Receiver of Size 36" X 30" NB & ANSI Class 300#)</i> along with Quick Opening End closure as per Specification & Data Sheet	Nos.	2				
2.	1.1.2	Supply of Pig Signaller without isolation valve mounted on Bi-Directional Scrapper Trap mentioned in 1.1.1 above as per Specification and Data Sheet	Nos.	2				
3.	1.1.3	Supply of Door Seal for Quick Opening End Closure (QOEC) welded on Bi-Directional Scrapper Traps as mentioned in item no. 1.1.1 above	Nos.	4				
4.	1.1.4	Supply of complete set of spare seals for two Pig Signallers as mentioned in item no. 1.1.2 above	Nos.	4				
5.	1.1.5	Supply of Pig Signaller welded with isolation valve for mounting on 30" NB Pipeline as per Specification and Data Sheet	Nos.	2				
6.	1.1.6	Supply of complete set of spare seals for two Pig Signallers as mentioned in item no. 1.1.5 above	Nos.	4				
7.	1.1.7	Supply of Jib Crane of capacity 3.0 ton to suit the pig handling for scrapper trap specified in 1.1.1 above.	Nos.	2				



**PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES
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Sl. No.	MR No.	DESCRIPTION	Unit	Qty .	UNIT PRICE (a) IN FOREIGN CURRENCY, i.e,	UNIT PRICE(b) IN INDIAN RUPEES	TOTAL PRICE (A) IN FOREIGN CURRENCY	TOTAL PRICE (B) IN INDIAN RUPEES
8.	1.1.8	Supply of Pig Handling System with insertion / retraction facilities for inserting /pulling the SS Tray / Pigs to suit scrapper trap specified in 1.1.1 above.	Nos.	2				
9.	1.1.9	PSV suitable for mounting on scrapper trap specified in 1.1.1 as per Specification and Data Sheet	Nos.	2				
10.	-	Ocean Freight and Marine Insurance (up to port of destination, i.e., Kolkata port)	LUMP-SUM					
TOTAL C-I-F value (Sl. No. 1 to 10)								
GRAND TOTAL (A+B)								



**PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES
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**A.2. Item No. 2.1 - Supply of QOEC system suitable for vertical installation of size 10"NB, 300#
Supply of following (2.1.1 to 2.1.2) on FOB basis.**

Sl. No.	MR No.	DESCRIPTION	Unit	Qty .	UNIT PRICE (a) IN FOREIGN CURRENCY, i.e,	UNIT PRICE(b) IN INDIAN RUPEES	TOTAL PRICE (C) IN FOREIGN CURRENCY	TOTAL PRICE (D) IN INDIAN RUPEES
1.	2.1.1	Supply of Quick Opening End Closure of size 10”NB, 300# as per Specification and Data Sheet	Nos.	3				
2.	2.1.2	Supply of ‘O’ ring for Quick Opening End Closure (QOEC) mentioned in item no. 2.1.1 above	Nos.	6				
3.	-	Ocean Freight and Marine Insurance (up to port of destination, i.e., Kolkata port)	LUMP-SUM					
TOTAL C-I-F value (Sl. No. 1 to 3)								
GRAND TOTAL (A+B)								

Note:

1. Price quoted 1 to 10 for Item No. 1.1 & 1 to 3 for Item No. 2.1 respectively, above is exclusive of GST, which is extra as applicable
2. Bidder shall mention the Currency quoted by them in the offer.



**PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES
FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.**

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B. DOMESTIC BIDDERS

B.1. Item No. 1.1 - Supply of Bi-Directional Scrapper Trap (i.e, Pig Launcher/Receiver of Size 36” x 30” NB & ANSI Class 300#) System along with accessories. Supply of following (1.1.1 to 1.1.9) on Ex-works basis including packing/forwarding & TPI, if applicable.

Sl. No.	MR No.	DESCRIPTION	Unit	Qty .	UNIT PRICE (a) IN FOREIGN CURRENCY, i.e,	UNIT PRICE(b) IN INDIAN RUPEES	TOTAL PRICE (E) IN FOREIGN CURRENCY	TOTAL PRICE (F) IN INDIAN RUPEES
1.	1.1.1	Supply of <i>Bi-Directional Scrapper Trap (i.e, Pig Launcher/Receiver of Size 36” X 30” NB & ANSI Class 300#)</i> along with Quick Opening End closure as per Specification & Data Sheet	Nos.	2				
2.	1.1.2	Supply of Pig Signaller without isolation valve mounted on Bi-Directional Scrapper Trap mentioned in 1.1.1 above as per Specification and Data Sheet	Nos.	2				
3.	1.1.3	Supply of Door Seal for Quick Opening End Closure (QOEC) welded on Bi-Directional Scrapper Traps as mentioned in item no. 1.1.1 above	Nos.	4				
4.	1.1.4	Supply of complete set of spare seals for two Pig Signallers as mentioned in item no. 1.1.2 above	Nos.	4				
5.	1.1.5	Supply of Pig Signaller welded with isolation valve for mounting on 30" NB Pipeline as per Specification and Data Sheet	Nos.	2				
6.	1.1.6	Supply of complete set of spare seals for two Pig Signallers as mentioned in item no. 1.1.5 above	Nos.	4				
7.	1.1.7	Supply of Jib Crane of capacity 3.0 ton to suit the pig handling for scrapper trap specified in 1.1.1 above.	Nos.	2				
8.	1.1.8	Supply of Pig Handling System with insertion / retraction facilities for inserting /pulling the SS Tray / Pigs to suit scrapper trap specified in 1.1.1 above.	Nos.	2				





**PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES
FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.**

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Sl. No.	MR No.	DESCRIPTION	Unit	Qty .	UNIT PRICE (a) IN FOREIGN CURRENCY, i.e,	UNIT PRICE(b) IN INDIAN RUPEES	TOTAL PRICE (E) IN FOREIGN CURRENCY	TOTAL PRICE (F) IN INDIAN RUPEES
9.	1.1.9	PSV suitable for mounting on scrapper trap specified in 1.1.1 as per Specification and Data Sheet	Nos.	2				
10.	-	Freight and Transit Insurance up to site and unloading at site						
LUMP-SUM								
TOTAL value (Sl. No. 1 to 10)								
GRAND TOTAL (A+B)								

	<p align="center">PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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B.2. Item No. 2.1 - Supply of QOEC system suitable for vertical installation of size 10” NB, 300#

Supply of following (2.1.1 to 2.1.2) on Ex-works basis including packing/forwarding & TPI, if applicable.

Sl. No.	MR No.	DESCRIPTION	Unit	Qty .	UNIT PRICE (a) IN FOREIGN CURRENCY, i.e,	UNIT PRICE(b) IN INDIAN RUPEES	TOTAL PRICE (G) IN FOREIGN CURRENCY	TOTAL PRICE (H) IN INDIAN RUPEES
1.	2.1.1	Supply of Quick Opening End Closure of size 10”NB, 300# as per Specification and Data Sheet	Nos.	3				
2.	2.1.2	Supply of ‘O’ ring for Quick Opening End Closure (QOEC) mentioned in item no. 2.1.1 above	Nos.	6				
3.	-	Freight and Transit Insurance up to site and unloading at site	LUMP-SUM					
TOTAL value (Sl. No. 1 to 3)								
GRAND TOTAL (A+B)								

Note:

- Price quoted 1 to 10 for Item No. 1.1 & 1 to 3 for Item No. 2.1 respectively, above is exclusive of GST, which is extra as applicable
- Bidder shall mention the Currency quoted by them in the offer.

	<p align="center">PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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ANNEXURE- II B- SCHEDULE OF PAYMENTS

1. PAYMENT TERMS (APPLICABLE FOR BOTH FOREIGN & DOMESTIC BIDDERS):



- (i) 90% of material value will be paid after dispatch of package to warehouse /storage yard/ dumpsite 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) Documents as specified in Technical Requisition / Material requisition
- (ii) 10% of material value will be paid against receipt and acceptance of complete package at warehouse/ storage yard/ dumpsite 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 complete package at warehouse.
- (iii) 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.
- (iv) **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)- Not Applicable for present tender

3. OCEAN FREIGHT, MARINE INSURANCE (IN CASE OF FOREIGN BIDDER) AND INLAND TRANSPORTATION & TRANSIT INSURANCE (IN CASE OF DOMESTIC BIDDER)

100 % of invoice value will be paid upon certification of purchaser by wire transfer.

4. The Invoice shall be made after adjusting the following
 - (i) PRS, if applicable
 - (ii) Indian agents commissioning, if applicable

	<p style="text-align: center;">PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG9496P19</p>	
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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.



All payments (other than through L/C) shall be released 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.

Note: Only 90% payment shall be made through LC. Rest all payment shall be released through wire transfer.

GENERAL NOTES:

- (i) The payment to the Contractor / Supplier will be limited to their quoted price included in the Contract Price.
- (i) Prorata payments shall be applicable on dispatch of material.
- (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.



	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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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

	<p align="center">PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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29. Sweden Skandinaviska Enskilda Banken
30. Switzerland Union Bank of Switzerland
31. UK SBI, London
32. USA SBI, New York/ Los Angeles/Chicago



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

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	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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VOLUME-I PART – IV



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.



	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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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.
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.

	<p>PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9496P19</p>	
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ANNEXURE –B: INTEGRITY PACT



NOT APPLICABLE FOR SUBJECT TENDER

	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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VOLUME-I PART – V

PROFORMAS

PROFORMA-A	LIST OF ITEMS (Equipment, Tools, Accessories, Spares & Consumables) TO BE IMPORTED INCONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE
PROFORMA-A1	FORMAT FOR CALCULATION OF LOCAL CONTENT- GOODS
PROFORMA-B	BIDFORM
PROFORMA-C	STATEMENT OF NON-COMPLIANCE
PROFORMA-D	FORM OF BID SECURITY (BANK GUARANTEE)
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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	Proforma of Bank Guarantee towards Purchase Preference – Local Content



	<p>PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9496P19</p>	
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PROFORMA-A

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & Consumables)

TO BE IMPORTED IN CONNECTION WITH EXECUTION

OF THE CONTRACT SHOWING CIF VALUE

	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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PROFORMA-A1

FORMAT FOR CALCULATION OF LOCAL CONTENT- GOODS

INR/ Foreign Currency

Name of Manufacturer	Calculation by manufacturer Cost per one unit of product			
Cost Component	Cost (Domestic Component) A	Cost (Imported Component) B	Cost Total c = a+b	%Domestic Component d= a/c
I. Direct material cost				
II. Direct labour cost				
III. Factory over head				
IV. Total Production Cost				

Total cost (IV.c)– Total Imported Component Cost (IV.b)



$$\%LC \text{ Goods} = \frac{\text{Total cost (IV.c)– Total Imported Component Cost (IV.b)}}{\text{Total Cost (IV.c)}} \times 100$$

Total Domestic Component Cost (IV.a)

$$\%LC \text{ Goods} = \frac{\text{Total Domestic Component Cost (IV.a)}}{\text{Total Cost (IV.c)}} \times 100$$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of **Notice Inviting Tender (NIT)** shall be considered for the calculation of Local Content (LC)

Above Calculation is based on Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG.

	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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PROFORMA-B

BIDFORM

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

Sub: **IFB NO. CPG9496P19**

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 SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9496P19</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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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. CPG9496P19. 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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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 align="center">PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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. CPG9496P19

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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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. CPG9496P19

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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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

	PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG9496P19	
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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.

	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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 SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG9496P19	
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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 SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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. .	

	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</p>	
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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>PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9496P19</p>	
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PROFORMA-L

INCOME TAX PAN NUMBER PF REGISTRATION NUMBER (AS APPLICABLE)

TO BE PROVIDED BY THE BIDDER

	<p align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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 SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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 align="center">PROCUREMENT OF SCRAPPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG9496P19</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>PROCUREMENT OF SCRAPER TRAP WITH PIG SIGNALLERS, PSV & QUICK OPENING END CLOSURES FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG9496P19</p>	
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PROFORMA-N

DECLARATION OF BIDDER REGARDING BLACK LISTING/ HOLIDAY LISTING

BIDDER SHALL PROVIDE SELF DECLARATION

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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)

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PROFORMA-P

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____

Dated _____



To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee

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shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.



6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. /US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said

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date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____ .

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(in legible letters)
With Bank

Attorney as per power of
Attorney No. _____
Dated _____

WITNESS NO.2

(Signature)
Full name and official address
(in legible letters)
Stamp

END OF PART – V, VOLUME-I

&&&&