



TENDER NO. SJG5373P18

DATE: 08.08.2017

**INVITATION TO e-BID UNDER OPEN TWO BID SYSTEM**

Dear Sirs,

OIL invites Bids for the supply of **339.72 mm(13.3/8") O.D. , N-80 Casing under INTERNATIONAL COMPETITIVE BIDDING - SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site. The general details of tender can be viewed by opening the RFx [ Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and details uploaded under “Technical Attachments” Tab.

The prescribed Bid Forms for submission of bids are available in the “**Technical Attachments**” Tab.

The tender is invited with firm price for the specified quantity. Further details of tender are given in Technical Rfx -> External Area - > Tender Documents as **ANNEXURE- IA**.

**The tender will be governed by:**

- a) “General Terms & Conditions” for e-Procurement as per Booklet NO. MM/RP/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). Special attention to the bidders is drawn to Section – E of the document.
- b) Technical specifications, Quantity for **Casing** as per Annexure- IA.
- c) The prescribed Bid Forms for submission of bids are available in the Technical Rfx -> External Area - > Tender Documents. Technical Checklist and Commercial Checklist vide **Annexure IV** and Response Entry Sheet must be filled-up and submitted along with the technical bid.
- d) The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Custom Duty during import will be applicable. Indigenous bidder shall be eligible for Deemed Export Benefit against this purchase. Details of Deemed Export are furnished vide Addendum to MM/RP/GLOBAL/E-01/2005 enclosed.
- e) **Please ensure that Technical Bid / all technical documents related to the tender are uploaded in the “Technical Attachments” Tab only. The “**TECHNO-COMMERCIAL UNPRICED BID**” shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in “Technical Attachments” Tab. Offer not complying with above submission procedure will be rejected**”**

- f) In Technical Bid opening, only Technical Attachments will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the **“Technical Attachments” Tab. No price should be given in above “Technical Attachments” Tab otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the **“Technical Attachments” Tab.**”
- g) The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. **The prices of the items should be quoted in the prescribed price bid format under “Notes and Attachments” Tab.**
- h) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- i) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL’s website ([www.oil-india.com](http://www.oil-india.com)) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.
- j) Against Tender Fee - Payment should be made only through online payment gateway and no other instrument (Cash/DD/Cheque’s/Cashier Cheque, etc.) will be acceptable.
- k) Against Bid Security /EMD /Performance Bank Guarantee – Only payments through online gateway mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.
- l) GST Clause as per GST-Annexure
- m) PP-LC Clause as per PP-LC-Annexure.

**Special Note:**

1.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with tender no. and due date to **Chief Manager (M&C), Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, India** on or before the Bid Closing Date and Time mentioned in the Tender.

- a) **Original Bid Security**
- b) **Details Catalogue with API Certificates of the Mill**
- c) **Any other document required to be submitted in original as per tender requirement.**

2.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to

the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications.

**3.0 a) The Integrity Pact is applicable against this tender.** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure XII** of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

b) The name of the OIL's Independent External Monitors at present are as under:

**1. SHRI RAJIV MATHUR, IPS(Retd.),**  
**e-Mail ID : rajivmathur23@gmail.com**

**2. SHRI SATYANANDA MISHRA, IAS(Retd.)**  
**Former Chief Information Commissioner of India &**  
**Ex-Secretary, DOPT, Govt. of India**  
**e-Mail ID : satyanandamishra@hotmail.com**

**3. SHRI JAGMOHAN GARG,**  
**Ex Vigilance Commissioner, CVC**  
**e-Mail ID: jagmohan.garg@gmail.com**

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

. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. 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.

**. 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.**

Very  
Important

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

**6.0** Bidders are required to quote with minimum validity of 120 days from the bid closing date as per NIT requirement. Bids with lesser validity shall be rejected.

**8.0** The original bid security (Amount is mentioned above and also in Basic Data of the tender in OIL's e-portal) should reach Chief Manager (M&C), Oil India Limited, Rajasthan Project, 2A, District Shopping Centre Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the Collaboration folder as per General Terms and conditions Local Tender (MM/LOCAL/E-01/2005). **The bid security shall be valid up to 30.04.2018. Please submit bid bond as per revised format.**

**Against Bid Security /EMD– Only payments through online gateway mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable**

**9.0 Two Bid System** shall be followed for this tender and only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

**10.0** Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.

**11.0 PURCHASE PREFERENCE:** Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.

**12.0 PRICE PREFERENCE:** Price Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for price preference against this tender

**13.0 For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos = 0374-2807178, 0374-2807171, 0374-2807192. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)**

**11.0 The following points are deemed as “non-negotiable” and offer shall be rejected straightaway without seeking clarification in case of the following:**

- i. Validity of bid shorter than validity indicated in the tender.
- ii. Original Bid Security not received within the stipulated date and time mentioned in the tender.
- iii. Bid security with (a) Validity shorter than the validity indicated in tender and/or (b) Bid security amount lesser than the amount indicated in the tender.
- iv. In case the party refuses to sign the Integrity Pact.

**12.0 Attention about GST:** Please ignore the details given about the taxes, duties & levies (Covered under GST) in anywhere in Tender documents which is not applicable now after implementation of GST with effect from 01.07. 2017.Others all terms and condition remains same.

**13.0 Provision of Clause no. 6.3 & 6.4 of Documents no. MM/Global/RP/2005(Revised on May 2016) stands deleted.**

- 14.0** To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 15.0** GST Clause: Please refer to **Annexure – GST.**
- 16.0** Purchase Preference (Linked to Local Content) shall be applicable against this tender. Please refer to **Annexure-PP-LC.**
- 17.0** Performance Security @10% of order value is applicable against this tender.

**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of NIT.**

Yours Faithfully

Sd-

(DAYA SHANKAR)  
MATERIALS MANAGER  
FOR CHIEF MANAGER (M&C)  
FOR DGM-SERVICES (RP)  
FOR EXECUTIVE DIRECTOR (RP)



## **ANNEXURE – I A**

Tender No & Date : SJG5373P18

Tender Fee : INR 12,000.00 OR USD 200.00

Bid Security Amount : INR 2,31,000.00 OR USD 3,442.00

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Bid Closing date : As mentioned in e-portal

Technical Bid Opening date : As mentioned in e-portal

Bid Validity : Bid should be valid for 120 days from bid closing date.

Bid Bond Validity : Bid Bond should be valid up to 30.04.2018  
(Bid bond format has been changed. Please submit bid bond as per revised format failing which offer will be rejected)

Performance Guarantee : Applicable @ 10% of Order Value

**OIL INDIA LIMITED (Rajasthan Project, Jodhpur) invites Global tenders for items detailed below:**

### **AA. TECHNICAL SPECIFICATIONS WITH QUANTITY**

| SLNO                    | MATERIAL DESCRIPTION & MATERIAL CODE NO.  | QUANTITY | UNIT  |
|-------------------------|---|----------|-------|
| 10<br>-----<br>01012098 | CASING, API, SEAMLESS STEEL, SCREWED & COUPLED, WITH API MONOGRAM, IN RANGE 3 LENGTH BUT MAXIMUM LENGTH OF EACH JOINT SHALL BE RESTRICTED TO 12.19 MTRS. (40 FT.) FITTED WITH PRESSED STEEL OR ELASTOMER-CUM-METALLIC (COMPOSITE) THREAD PROTECTOR.<br><br>Casing, Size: 339.72 mm(13.3/8") | 1800     | METER |



|  |   |  |  |
|--|---|--|--|
|  | Weight : 101.19 Kg./m(68 PPF)<br>Grade : N-80 Type-1 or N-80 Type-Q<br>Thread : Buttress<br>Colour Code: Red for Grade N-80 Type-1 or Red & Green for Grade N-80 Type-Q in conformance with API Spec. 5CT.<br><br>Notes :<br><br>1. The colour coding (to assist weight identification at site) shown above to be applied to each length of casing near the centre of joint in the form of 2" wide band for each colour specified.<br><br>2. Third Party Inspection is required.<br><br>3. Elastomer-cum-metallic (composite) protector for pin and box end of casing should be extra strong closed end and of Drilltech make or it's suitable equivalent. The protector should be designed in such a way in order to cover the full length of casing threads as well as casing coupling threads. It should have steel shell and elastomer to reduce impact design, to stop corrosion, to eliminate stripping and to keep thread compound active. |  |  |
|--|---|--|--|

**NOTE:**

**Delivery: Delivery is the essence of this tender. Materials must be despatched /Shipped with in Maximum 3 (three) Months from the date of issuance of LOA for Indigenous bidder and 2(two) months from date of issuance of LOA for Foreign bidders. Offer with Delivery more than three (03) Months/ two (02) Months respectively will not be considered. Bidders are however requested to improve upon delivery period.**

**BB. STANDARD NOTE:**

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

2) In Technical Bid opening, only Technical Attachments will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the **“Technical Attachments” Tab. No price should be given in above “Technical Attachments” Tab otherwise the offer will be rejected.** Please go through the help document in details before uploading the

document and ensure uploading of technical bid in the “**Technical Attachments**” Tab”. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. The prices of the items should be quoted in the prescribed price bid format under “Notes and Attachments” Tab.

**3) Bid should be valid for 120 days from bid closing date, failing which offer shall be rejected.**

4) Tender Fee (Non-refundable) of INR 12,000.00 OR USD 200.00 Payment should be made only through online payment gateway and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc.) will be acceptable.

Tender fee shall be accepted only upto one week prior to Bid Closing date (as mentioned in e-portal).

For participating in Oil India limited e-tenders, all new vendors must get themselves enlisted in Oil India e-portal. Please go to the url: <https://etender.srm.oilindia.in/irj/portal> and go to the link Supplier Enlistment for E-Tender. For, the detailed procedure for payments towards 'Tender Fee' and 'Bid Security /EMD' through 'Payment Gateway', please refer the manual.

No physical tender documents will be provided. Details of NIT can be viewed using “Guest Login” provided in the e-Procurement portal. The link to e-Procurement portal has also been provided through OIL’s web site [www.oil-india.com](http://www.oil-india.com).

PSUs and SSI units are provided USER\_ID and initial PASSWORD Free of Cost (as per govt guidelines), however they have to obtain USER\_ID and initial PASSWORD as mentioned above and apply to OIL's designated office before the last date of receipt of tender fee (as mentioned in e-portal).

5) The original bid security (Amount is mentioned above and also in Basic Data of the tender in OIL’s e-portal) should reach Chief Manager (M&C), Oil India Limited, Rajasthan Project, 2A, District Shopping Centre Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the Collaboration folder as per General Terms and conditions for Global Tender (MM/RP/GLOBAL/E-01/2005). **The bid security shall be valid up to 30.04.2018. Please submit bid bond as per revised format.**

**Note: Against Bid Security /EMD– Only payments through online gateway mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.**

6) Performance Security @10% of order value is applicable against this tender. Please refer clause 10.0 of Section A of General Terms and conditions for Global Tender (MM/RP/GLOBAL/E-01/2005).



Note: Performance Bank Guarantee – Only Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.

7) Commercial bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "**COMMERCIAL BID**".

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

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

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

11) The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **The prices of the items should be quoted in the prescribed price bid format under "Notes and Attachments" Tab.** No price should be given in Technical Rfx, otherwise the offer will be rejected.

12) The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Custom Duty during import will be applicable. Indigenous bidder shall be eligible for Deemed Export Benefit against this purchase. Details of Deemed Export are furnished vide Addendum to MM/RP/GLOBAL/E-01/2005 enclosed.

13) **The Integrity Pact is applicable against this tender.** The name of the OIL's Independent External Monitors at present are as under:

**1. SHRI RAJIV MATHUR, IPS(Retd.),**  
**e-Mail ID : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)**

**2. SHRI SATYANANDA MISHRA, IAS(Retd.)**  
**Former Chief Information Commissioner of India &**  
**Ex-Secretary, DOPT, Govt. of India**  
**e-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)**

**3. SHRI JAGMOHAN GARG, Ex VIGILANCE COMMISSIONER,  
CVC; e-mail ID: jagmohan.garg@gmail.com**

**CC. BID EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)**

**In addition to BEC/BRC criteria vide section –D of General Terms & Conditions for Global tenders (MM/RP/GLOBAL/E-01/2005), the following clauses will be applicable against the tender failing which offer will be rejected. BIDDERS TO IGNORE THE BEC/BRC MENTIONED VIDE SECTION - E OF GENERAL TERMS AND CONDITIONS & AMENDMENTS TO GENERAL TERMS AND CONDITIONS FOR GLOBAL TENDERS:**

1.0 Offers with techno commercial bid-containing prices shall be rejected outright. Technical Rfx Response is meant for Technical bid only. Therefore, no price should be given in Technical Rfx Response, otherwise the offer will be rejected.

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

- i) Firm Price
- ii) Bid Security
- iii) Specifications / Scope of Work
- iv) Price Schedule
- v) **Delivery Schedule**
- vi) Period of Bid Validity
- vii) Liquidated Damages
- viii) Performance Security
- ix) Guarantee of material
- x) Arbitration / Resolution of Dispute
- xi) Force Majeure
- xii) Applicable Laws
- xiii) Integrity Pact

3.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:

- (a) Validity of bid shorter than the validity indicated in the Tender.
- (b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
- (c) Bid Security with (i) validity shorter than the validity indicated in Tender and/or Bid Security amount lesser than the amount indicated in the Tender.
- (d) In case the Party refuses to sign Integrity Pact.
- (e) **Delivery quoted is more than 3(three) Months for Indian Bidders/ 2(two) months for foreign bidders.**

**(f) 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.**

**Anti- Dumping Duty will be borne by the bidders 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.**

**(g) Safe Guard 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.**

**Safe Guard Duty will be borne by the bidders 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**

**h) Delivery –Required within Maximum 3 (three) Months from the date of issuance of LOA for Indigenous bidder and 2(two) months from date of issuance of LOA for Foreign bidders. Offer with Delivery more than 3(three) Months/2(two) months respectively will be straightway rejected. However, bidders are requested to improve upon delivery.**

**h) “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.**

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at **Annexure- PP-LC** and shall have to submit all undertakings / documents applicable for this policy”

**Financial Evaluation Criteria:**

1.0 The bidder shall have an annual financial turnover of minimum INR 57.60 Lakh (US\$ 85,802) during any of the preceding 03(three) financial years / accounting year reckoned from the original bid closing date.

In case of Consortium, the leader of the consortium shall have an annual financial turnover as mentioned in para 1.0 above and the other members of the consortium should meet minimum turnover of INR 28.80 lakhs (US\$ 42,901) during any of the preceding 03(three) financial years reckoned from the original bid closing date.

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

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

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 actually not been audited so far.

Notes:

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: -

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-A.

OR

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

b) 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 of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

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

Note: Please refer General Terms and Conditions for Global Tender (MM/RP/GLOBAL/E-01/2005) for amendments.

### **Technical Evaluation Criteria:**

#### **1.0 MANUFACTURING DETAILS:**

1.1 Bidders must specify categorically in their offer if the following jobs in respect of the casing offered by them would be carried out by themselves.

- i) Manufacture of the Green pipe (Unprocessed Plain End Pipe)
- ii) Manufacture of the Mother/Processed pipe
- iii) Manufacture of Coupling Stock/blanks
- iv) Manufacture of Coupling
- v) Threading of item (ii) or (iii) and End finishing jobs.

In case any or all the above jobs would be carried out in their plant, they must forward valid API certificate(s) issued in their name for respective job(s) together with the offer.

1.2 In case some of the above jobs are not carried out in their plant but would be carried out in some other works, the bidders must submit API certificate(s) issued in the vendors' name for respective job(s). These certificates must be furnished along with the offer.

1.3 Bidders doing none of the above jobs would be treated as supply house/traders. As supply house /traders to bid, they however must fulfil the criteria laid down in General terms and conditions (refer para 1.2 of Section A as under) to be eligible for bidding.

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

1.3.1 They (Supply Houses/Traders) must forward the following certificates along with the offer failing which the offer will be rejected.

- i) A certificate from the manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder.
- ii) Valid API certificates from the manufacturer of Threaded and coupled API Casing.

1.3.2 It may be noted that no change in manufacturing mill will be allowed after placement of order. Bidder must confirm the same in their bid.

1.4 Bidders must clearly indicate the country of origin.

1.5 Manufacturer's / Processor's / Threader's Experience: Manufacturer / Processor / Threader of the offered item(s) should satisfy the following clauses along with documentary evidence which should be enclosed along with the techno-commercial bid:

1.5.a Minimum 5 (five) years of experience of manufacturing / processing / threading and ultimately supplying similar material (same or higher grade and same or higher outer diameter) to companies which are in the business of exploration and production of hydrocarbons. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid. Copies of applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid.

1.5.b Should have manufactured / processed / threaded and ultimately supplied similar material (same or higher grade and same or higher outer diameter) at least 50% of tendered quantity of each item to companies which are in the business of exploration and production of hydrocarbons during the last 5 (five) Years. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

1.5.c Domestic manufacturer / processor who have satisfactorily executed development orders placed by OIL for similar material (same or higher grade and same or higher outer diameter) would be considered as established sources for supply. Documents for satisfying BRC clause 1.5.a & 1.5.b above are not required to be submitted. However, the domestic manufacturer / processor should indicate the details of OIL's Purchase Order(s) executed by them and submit respective documentary evidence in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - B/L, invoice or any other documentary evidence. Such domestic manufacturers / processors should have valid applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) for last 5 (five) years (i.e. continuous without having any break in between) and should be submitted along with the techno-commercial bid.

1.5.d Documentary evidence in respect of 1.5.a & 1.5.b above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.

1.5.e In case bidder is a manufacturer then he should have valid applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) for last 5 (five) years (i.e. continuous without having any break in between) for manufacturing Threaded and Coupled API Casings/Tubings/Line pipes and documentary evidence thereof should be submitted along with the techno-commercial bid. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

1.5.f In case the bidder is sole selling agent / distributor / dealer / supply house of any API approved manufacturer, then bidder must furnish the following documents. Such bidder can offer the desired product only from API approved manufacturer having all the required authorization to manufacture Threaded and Coupled API Casings/Tubings/Line pipes. (Bids from Sole selling agents / distributors / dealers / supply houses for processor or Threader will not be accepted.):

i) Back-up authority cum Warranty letter in original on manufacturer's letter head, valid at the time of bidding which should remain valid during the entire execution period of the order, from the concerned manufacturer guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder and also authorized them to market their products.



ii) Copies of valid applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) of manufacturer for the last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of the techno-commercial bid.

iii) Bidder should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom their Manufacturer has supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) years along with documentary evidence to satisfy above clause 1.5. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

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

1.5.h In case the bidder is API approved Processors / Threaders who intend to purchase plain end pipes and coupling stock from other manufacturers and do heat treatment / threading - end finishing and testing should indicate the sources from where they intend to purchase plain end pipes and coupling stock and should also submit the following documents:

i). a. Copy of valid applicable API certificate (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) in favour of manufacturer of green pipes, coupling blank/ stock must be submitted with the bid.

i). b. Copy of valid applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) in favour of manufacturer of coupling for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid in case the processor/ threader should purchase the coupling from other mills.

ii) Copy of valid applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) in favour of processor / threader to do heat treatment / threading - end finishing and testing of casings for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid.

iii) .a. Processors must purchase the green pipes, coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe).

iii) .b. Threaders must purchase processed mother pipes & Coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid applicable API certificates (API-5CT in case of Tubing & Casing and API-5L in case of Line pipe) for last 5 (five) years

(i.e. continuous without having any break in between) along with the techno commercial bid. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

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

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

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

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

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

Note:

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

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

## **DD. GENERAL NOTES FOR CASING:**

### **1.0 SPECIFICATION:**

1.1 Casings must be manufactured as per API Spec. 5CT, latest edition and must bear API monogram. A copy of valid API Spec. 5CT certificate from the manufacturer shall be submitted along with the offer.

1.2 The Casings shall be brand new, unused, and of prime quality.

1.3 Casings shall be seamless, threaded and fitted with power tightened couplings as per API Spec. 5CT (latest edition).

1.4 Range: All casings shall be supplied in range III length. However, length of each joint should be restricted to 12.19 mtrs (40 ft.) max.

1.5 Coupling: Couplings shall be as specified in API Spec. 5CT (latest edition) and must be manufactured by API approved mills.

1.6 Coating: Coating shall be done as per API Spec. 5CT (latest edition) and adequately oiled to withstand sea voyage.

1.7 Pipe ends: Ends must be prepared as per relevant API specifications including clear triangle mark in case of Buttress thread. Suitable pressed steel / Elastomer-cum-metallic (Composite) thread protectors at both ends as specified in API 5CT (latest edition) shall be used to protect the ends.

Note: Elastomer-cum-Metallic (Composite) thread protectors for pin and box end of the casing should be extra strong, closed end & of Drilltech make or it's suitable equivalent. The protector should be designed in such a way that it covers the full length of casing threads as well as casing coupling threads. It should have steel shell and elastomer to reduce impact design, to stop corrosion, to eliminate stripping and to keep thread compound active.

1.8 The offer must contain detailed description of the materials giving details of size, weight / wall thickness, grade, length range, type of end, API Std., end protectors etc. Insufficient description will lead to rejection of the offer.

1.9 THE OFFER MUST CONTAIN THE VARIOUS PERFORMANCE PROPERTIES OF THE OFFERED PRODUCT VIZ. COLLAPSE RESISTANCE, INTERNAL YIELD PRESSURE, PIPE BODY YIELD STRENGTH & JOINT STRENGTH (THESE PROPERTIES SHOULD NOT BE LESS THAN THOSE STIPULATED BY API, BUL 5C2, LATEST EDITION IN ANY CASE). FAILURE TO COMPLY WITH THE ABOVE MAY LEAD TO REJECTION OF THE OFFER.

## 2.0 MILL INSPECTION, TESTING & CERTIFICATION:

2.1 The following tests and inspections shall be carried out as per API spec. 5CT (latest edition) and results thereof furnished to OIL along with the supply. Mill Test certificates are to be submitted to OIL in Original.

- i) Testing of Chemical Composition.
- ii) Testing of Mechanical Properties.
- iii) Hydrostatic Tests.
- iv) Dimensional testing (wall thickness, drift test, length, weight, determination and straightness).
- v) Visual Inspection.

vi) Non-Destructive Inspection.

The manufacturer shall furnish a certificate of compliance stating that the material has been manufactured, sampled, tested and inspected in accordance with API Spec. 5CT (SR-15), latest edition. The above certificate should be submitted to OIL in Original.

2.2 End threading, gauging, thread inspection and certification shall be carried out as per API Std. 5B (latest edition).

3.0 IDENTIFICATION MARKING:

3.1 Marking is to be done on each joint strictly as per Appendix D of API Spec. 5CT.

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

3.3 Colour coding: The colour coding shall be done as per API Spec. 5CT (latest edition). The colour band shall be 50.8 mm (2") wide and shall be encircling the pipe at a distance not greater than 2 ft. from the coupling or box with entire paint on the outside surface of coupling.

3.4 For Buttress threaded casings a 1" wide by 24" long longitudinal white paint stripe shall be placed adjacent to the triangle mark on the field end; additionally, a 1" wide by 4" long longitudinal white paint stripe shall be placed adjacent to the triangle mark on the mill end.

4.0 THIRD PARTY INSPECTION:

4.1 Inspection by an independent third party to cover the following shall be required against all casings.

- (i) Material Identification.
- (ii) Stage inspection at random visit basis during manufacturing.
- (iii) Audit and endorsement of all chemical analysis and physical test reports.
- (iv) Witness dimensional checks.
- (v) Witness mechanical tests.
- (vi) Witness NDT.
- (vii) Witness hydrostatic tests
- (viii) Visual inspection for imperfections.
- (ix) Longitudinal defect identification.
- (x) Transverse defect identification.
- (xi) Wall thickness measurement.
- (xii) Grade comparison.

- (xiii) End area defect identification.
- (xiv) Thread inspection.
- (xv) Check and verify length of each joint.
- (xvi) Issue of certificate.

Note: Proper Tally sheet (in Original) indicating length of each joint of Casing 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.

4.2 The third party inspection is to be carried out by an internationally reputed inspection Agency. Bidders must indicate the availability of such a Third Party Inspection Agency in their area furnishing following information.

- (i) Name of the Inspecting Agency (OIL's clearance has to be obtained prior to engagement except M/s. Lloyds, M/s Bureau Veritas, M/s. RITES, M/s. I.R.S., M/s. Tuboscope Vetco and M/s DNV.)
- (ii) All inclusive charges for Third Party Inspection per metre (to be indicated separately).

#### **5.0 ANTI-DUMPING DUTY:**

**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.**

**Anti- Dumping Duty will be borne by the bidders 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.**

#### **6.0 SAFE GUARD DUTY:**

**Safe Guard 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.**

**Safe Guard Duty will be borne by the bidders 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.**

#### **EE. SPECIAL NOTES:**

1.0 Materials to be supplied hereunder shall be new, unused, of recent make, of best quality & workmanship and shall be guaranteed by the seller for a period of 12 months from the date of despatch/shipment against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the seller shall be replaced immediately by the supplier at the supplier's expense on F.O.R destination basis at no extra cost to OIL.

- 2.0 Bidders are to quote the Material Value, FOB Charges up to Port of shipment, Total FOB value, Ocean Freight Charges up to Kolkata Sea Port, best possible delivery period (**should not be more than 3(three) months from the date of issuance of LOA for Indigenous bidder and 2(two) months from date of issuance of LOA for Foreign bidders**), Payment terms (preferably Sight Draft), Port of Shipment, Country of Origin, Indian Agent's Name as well as its Commission, if any, Nett & Gross weight of materials etc. in their quotation.
- 3.0 Bidders have to indicate the minimum FOB charges in case of partial order for reduced quantity/items. In case this is not indicated specifically, the charges quoted would be prorated calculated and the same will be binding on the bidder.
- 4.0 The Port of unloading is Kolkata Sea Port, India (For Foreign Bidders). **Foreign Bidders are therefore required to quote Ocean Freight Charge up to Kolkata Sea Port.**
- 5.0 Indigenous Party to quote for Unit Material value, Packing/Forwarding Charges, Taxes & Duties as applicable, Transportation charges upto Thaiyat-Hamira which is 25 KM (approx.) from Jaisalmer Town (Rajasthan), Payment Terms, Delivery Period (**should not be more than 3(three) months from date of issuance of LOA**), Net. & Gross Weight etc. in their offer.
- 6.0 Indian agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously. In case of Indian agent, if the agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM.
- 7.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global E-Tender vide MM/RP/GLOBAL/E-01/2005. However, if any of the Clauses of this tender document contradict the Clauses of the booklet MM/RP/GLOBAL/E-01/2005 elsewhere; those in this tender document shall prevail.
- 8.0 **GST Clause: Please refer to Annexure – GST.**
- 9.0 Purchase Preference (Linked to Local Content) shall be applicable against this tender. Please refer to **Annexure-PP-LC**

----XXXX----



**Annexure-XII**

**INTEGRITY PACT**

Between

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

And

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

**Preamble :**

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. SJG3238P17 The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

### **Section 5 - Previous transgression**

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors**

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

### **Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

### Section 9 - Pact Duration

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

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

### Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

[

DAYA SHANKAR  
MATERIALS MANAGER

-----  
For the Principal

-----  
For the Bidder/Contractor

Place. JODHPUR.

Witness 1 : .....

Date 08.08.2017 .

Witness 2 : .....

]



## Bidders Response sheets for Foreign Bidder

Tender No- SJG5373P18

|   |
|---|
| Name of the Bidder  |
| Currency of Quot  |
| Port of Export  |
| Total Weight of Quoted Items  |
| Total Volume of Quoted Items  |
|   |
| Details of Indian Agent, if any   |
| Name and Address of Indian Agent  |
| Indian agent Commission Included in Quoted Price  |
|   |
|   |
| Unit FOB Charges  |
| Unit Ocean Freight  |
|   |
| Quoted TPI charge   |
| Validity of the Bid as per NIT i.e. 120 days from bid closing date                        |
| Delivery Period Quoted in Weeks from Placement of Order                                   |
| Payment Term  |
| Whether ORIGINAL Bid Bond (not copy of Bid Bond) Sent separately? If YES, provide details |
| (a) Amount :  |
| (b) Name of issuing Bank :  |
| (c) Validity of Bid Bond :  |
|   |
| SUBMISSION OF PBG IN THE EVENT OF ORDER   |
| HAVE YOU SUBMITTED THE INTEGRITY PACT DOCUMENT?   |
| DO YOU AGREE TO ALL CLAUSES OF INTEGRITY PACT?  |
| WHETHER YOU HAVE SUBMITTED BID BOND AS PER REVISED FORMAT                                 |

S

|                                   |
|-----------------------------------|
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
|                                   |
| Indicate "Quoted" or "Not Quoted" |
|                                   |
|                                   |
|                                   |
| Included / Extra                  |
| Yes / No                          |
|                                   |
|                                   |
| Yes / No                          |
|                                   |
|                                   |
|                                   |
|                                   |
| Yes / No                          |
| Yes / No                          |
| Yes / No                          |
| Yes / No                          |

## Bidders Response sheets for Indian Bidders

**Tender No- SJG5373P18**

|   |                                   |
|---|-----------------------------------|
| Name of the Bidder  |                                   |
| Currency of Quot  |                                   |
| Place of Despatch (Ex- Works)   |                                   |
| Total Weight of Quoted Items  |                                   |
| Total Volume of Quoted Items  |                                   |
|   |                                   |
| Details of Lisioning Agent, if any  |                                   |
|   |                                   |
|   | Indicate "Quoted" or "Not Quoted" |
| Rate of Goods & Service tax for all Consignees in %                                       |                                   |
| Unit Road Freight in INR  |                                   |
| HANDLING CHARGE   |                                   |
| Quoted TPI charge   | Included / Extra                  |
| Validity of the Bid as per NIT i.e. 120 days from bid closing date                        | Yes / No                          |
| Delivery Period Quoted in Weeks from Placement of Order                                   |                                   |
| Payment Term  |                                   |
| Whether ORIGINAL Bid Bond (not copy of Bid Bond) Sent separately? If YES, provide details | Yes / No                          |
| (a) Amount :  |                                   |
| (b) Name of issuing Bank :  |                                   |
| (c) Validity of Bid Bond :  |                                   |
| SUBMISSION OF PBG IN THE EVENT OF ORDER   | Yes / No                          |

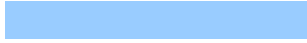
|                   |                   |                 |
|-------------------|-------------------|-----------------|
| <b>Tender No.</b> | <b>SJG5373P18</b> | <b>Annexure</b> |
|-------------------|-------------------|-----------------|

|   |
|---|
| <b>Matrix for Technical &amp; Commercial Evaluation</b> |
|   |

**Name of Bidder :**

|                |   | <b>Compliance</b>                                       |
|----------------|---|---|
| <b>SL. NO.</b> | <b>BEC / TENDER REQUIREMENTS</b>  | Indicate 'Confirmed' / 'Not Confirmed' / Not applicable |
| <b>1</b>       | Bidder to confirm that he has not taken any exception/deviations to the bid document .  |   |
| <b>2</b>       | Confirm that the product offered strictly conform to the technical specifications.  |   |
| <b>3</b>       | Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer ?  |   |
| <b>4</b>       | Confirm unconditional validity of the bid as mentioned in the Annexure-IA   |   |
| <b>5</b>       | Confirm that the prices offered are firm and / or without any qualifications?   |   |
| <b>6</b>       | Confirm that all relevant fields in the on-line bidding format been filled in by the bidders for the items quoted by them.  |   |
| <b>7</b>       | Confirm that the the price bid is in conformity with OIL's Price bid format ?   |   |
| <b>8</b>       | Confirm that the Bid comply with all the terms & conditions ?   |   |
| <b>9</b>       | In case of Foreign bidders having Indian agent, confirm that Indian agent does not represents more than one foreign bidder (Supplier/ Manufacturer/ Contractor) in a particular tender. |   |
| <b>10</b>      | Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.           |   |
|                | <b>Import Content:</b>  |   |
| <b>11</b>      | Confirm that the Indian bidder has indicated in their bid, the following details of the import content ?  |   |
|                | i) List of materials to be imported.  |   |
|                | ii) The quantity  |   |
|                | iii) Their CIF value  |   |
|                | iv) Relevant Customs tariff and   |   |

|    |  |  |
|----|--|--|
|    | v) Currency(ies) involved thereof, in the supply which shall be indicated in the supply order / contract.  |  |
| 12 | LC Confirmation Charges: Has foreign bidder to note and confirm that the LC confirmation will not be considered by OIL and if the foreign bidder so insist, the confirmation charges will be to their account. |  |
| 13 | Confirm staggered delivery as per tender   |  |
| 14 | Confirm that Integrity Pact document has been signed and uploaded in the Technical Bid.  |  |
| 15 | confirm that Supporting documentary evidences for experience etc.submitted.  |  |

[illegible]



|  |
|--|
|  |
|  |
|  |
|  |
|  |

**PROFORMA- I**

## ***AUTHORISATION FOR ATTENDING BID OPENING***

Date : \_\_\_\_\_

TO

Chief Manager (M&C),  
Oil India Limited, Rajasthan Project,  
02-A, District Shopping Centre,  
Saraswati Nagar, Basni,  
Jodhpur-342005,  
Rajasthan, India

Sir,

**Sub: OIL's e-Tender No.....**

We authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above Tender due on \_\_\_\_\_ 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.

&&&&&&&&&&&

**GOODS AND SERVICES TAX**

Provision of Clause No. 6.3 & 6.4 of document no MM/Global/E-01/2005 stands deleted and replaced with the following:

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

2. The quoted price shall be deemed to be inclusive of all taxes ,duties & levies 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).

3. 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 (Oil India Limited)/client. 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 thereunder, OIL/client shall not be liable to make any payment on account of GST against such invoice.

4. 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.

5. 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/client.

6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or 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/client 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/client to Contractor / Supplier.

7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL/project owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

8. 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/client for reasons attributable to Contractor / Vendor, OIL/client 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/client 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/project owner.

9. 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.

10. 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.

11. 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.

12. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

13. OIL/client 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/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

**14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):**

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & duties except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

**15. 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 Owner/OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;

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

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

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

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. 15 (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

#### **16. GENERAL REMARKS ON TAXES & DUTIES:**

In view of GST Implementation from 1st July 2017, 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, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

\*\*\*\*\*

**Provisions to be incorporated in the ITB of tenders for procurement of Goods pertaining to Oil & Gas business activities covered under Purchase preference Policy (linked with Local Content) (PP-LC)**

**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.**

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 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.
2. Bidders seeking Purchase preference (linked with Local Content)(PP-LC) shall be required to meet / exceed the target of Local Content (LC) of 50 %.  
(To select and indicate the Local Contents (LC) from Enclosure-I of policy documents. The LC limits shall be linked with date of TBO (Technical Bid Opening) of tender. For a tender due to open between 01.04.18 and 31.03.20, LC limit mentioned for 2018-20 shall be applicable. Similarly for a tender opening between 01.04.2020 to 31.03.2022, LC limits mentioned therein shall be applicable).
- 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. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_."*

- 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. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL's tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder)."*

Note :

- a. 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.
- b. 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 Enclosure – II of the policy documents.
- c. 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 Enclosure – II of the policy documents. The responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier.
- d. In case the tender scope covers testing, installation and commissioning and any other services in respect of the supplied goods/equipments then such costs shall

also be considered in LC for which the bidder shall provide certificate from the Statutory Auditors or the Chartered Accountants as the case may be.

- 2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Enclosure-II of the policy document and submit / uploaded( in the e-procurement portal in case of e-tender) along with their price .
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.
- 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 bidder shall be asked to submit their confirmation to match their price 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.
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.
- 4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 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).

4. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
5. 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.
6. 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.

## 7.0 Determination of LC

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.

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

- a) In the case of direct component (material), based on country of origin.
- b) In the case of manpower based on INR component and
- c) In the case of working equipment/facility, based on the country or origin.

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.

## 8.0 Calculation of LC and Reporting

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.

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

## 9.0 Certification and Verification

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

9.1.2 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 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 a part 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

The Undertaking submitted by the bidder shall be support by a certificate from Statutory Auditor as per clause 2.2.

9.1.3 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be 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.



- 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.
- 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 pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 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.
- 9.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 10 Sanctions
- 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.
- 10.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 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.
- 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.
- 10.5 In pursuance of the clause No.10.4 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 (format attached at Enclosure B) equivalent to the amount of PBG.
11. Bidders should note that PP – LC shall not be available 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).

**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 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 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

WITNESS NO.2

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

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

**Formats for calculation of Local Content in Goods:**

**A. GOODS: ( As per Enclosure II of PP-LC Policy)**

**CALCULATION OF LOCAL CONTENT- GOODS**

| Name of Manufacturer      | Calculation by manufacturer<br>Cost per one unit of product |                                |  |                                   |
|---------------------------|---|--------------------------------|--|-----------------------------------|
| Cost component            | Cost (Domestic component)<br>a                              | Cost (Imported component)<br>b | Cost Total<br>Rs./Foreign<br>Currency (To be<br>specified by the<br>manufacturer)<br>c = a+b | %Domestic<br>Component<br>d = a/c |
| I. Direct material cost   |   |                                |  |                                   |
| II. Direct labour cost    |   |                                |  |                                   |
| III. Factory overhead     |   |                                |  |                                   |
| IV. Total production cost |   |                                |  |                                   |

**Note:**

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total Cost (IV.c)}} \times 100$$

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

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. *(Applicable for Foreign Purchase / Global Tenders)*

\*\*\*\*\*

**ANNEXURE – A**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

[TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER  
HEAD]

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s... .. (Name of the Bidder) for the last three (3) completed accounting years upto ..... (as the case may be) are correct.

| <b>YEAR</b> | <b>TURN OVER<br/>In INR Crores / US\$ Million*</b> | <b>NET WORTH<br/>In INR Crores / US \$<br/>Million *</b> |
|-------------|--|--|
|             |  |  |
|             |  |  |
|             |  |  |

\* Rate of Conversion (if used any): USD 1.00 = INR. .... .

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

[\* Applicable only for GLOBAL tenders.]

\*\*\*

## **Guidelines to Bidders for participating in OIL's e-Procurement tenders**

OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12<sup>th</sup> April 2017 and the requirement of the new DSC will be applicable for the tenders floated from 12<sup>th</sup> April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature , New procedure for submission of response in system , system setting & other related informations are available on the website [www.oil-india.com](http://www.oil-india.com) .

### **Bid invitations (Tenders)**

1. The details of e-Procurement tenders can be accessed from our **e-Procurement** site <https://etender.srm.oilindia.in/irj/portal>
- 2.If you do not have a user id, please click on Guest login button to view available open tenders.
- 3.For obtaining User ID and Password , interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender .

### **Pre-requisites to submit tenders on line**

- 1.Bidder should have a valid User Id to access OIL e-Procurement site.
2. Bidder should have a legally valid digital certificate with Organization Name alone with 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 as per Indian IT Act 2000.
3. Bidder should have paid the requisite tender fee, if applicable for the Bid Invitation. If you are exempt from paying tender fee, you should have got an exemption from the Tender Officer.
4. Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

### **Obtaining User Id to access OIL e-Procurement site**

1. For obtaining User ID and Password, interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender. Other details can be viewed in [www.oil-india.com](http://www.oil-india.com).

Bidders are advised to apply for user ID at least 7 days prior to the last date of tender fee payment for their own interests. User ID's shall be processed within 4 days subject to furnish complete information by the bidder. OIL shall not be responsible for any delays in allocation of user ID/password and other tender related formalities.

2. Once the registration is completed Initially user id and password will be assigned to the bidder.

### **Instructions for obtaining Digital Signature & Encryption Certificate (DSC)**

1. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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 eTendering the DSC token should be connected to your system.

The cost of obtaining the digital certificate shall be borne by the vendor.

### **2.Steps for obtaining Digital Certificate & Encryption Certificate**

Visit the site of the licensed CA\* using internet browser ( <http://www.cca.gov.in/>)

Apply online for Digital Certificate Class III [Organization] along with Encryption Certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate & Encryption, follow the instructions on the CA's website.

Use the class III Digital Certificate [Organization] & Encryption Certificate thus obtained for online bidding on OIL e-Procurement site.

**\*Links to some licensed CA's are provided below**

1. <http://www.safescrypt.com/>
2. <http://www.tcs-ca.tcs.co.in/>
3. <http://www.mtnltrustline.com/>
4. <http://www.gnvfc.com/> etc

### 3. Technical Settings

**Web Browser:** Internet explorer ver8.0 or higher recommended.

**Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that Port for HTTPS connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.

**Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.

**Active-X Controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

**Recommended Screen Resolution:** 1024 by 768 pixels.

**Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator or ISP provider for desirable speeds.

### INTERNET EXPLORER SETTING

The system requirement for e-bidding is PC/Laptop having windows Operating System, Internet explorer browser & internet broadband connectivity. Following settings are required to be carried out in pc/laptop for proper functioning of digital signature in OIL e-tender application. Before using etender site for bidding, ensure that the below mentioned settings in Internet Explorer are properly configured.

#### Step1

Open internet explorer-> tools-> internet options -> security tab: trusted sites->add the site :-> <https://etender.srm.oilindia.in/irj/portal>

#### Step2

Open internet explorer->tools->internet options->security tab->trusted sites ->custom level ->disable the „use pop-up blocker ☐ option. Under the head „miscellaneous ☐ set custom setting to low or medium. Press ok button to save the settings.

#### Step3

Open internet explorer->tools->internet options->privacy tab->untick the Turn on pop-up Blocker check box. Open internet explorer->tools->internet options->privacy tab ->set the level to „Accept all cookies ☐



Press ok button to save the settings.

**Step4**

Turn off pop-up blocker / remove any toolbar programs like rediff toolbar, yahoo toolbar etc. from your PC using add/remove programs. Restart the computer.

**Step5**

Changing the zoom level of IE to exactly 100%. The „Zoom level□ option is available on the right side bottom of the internet explorer screen. Set the zoom level to 100%.

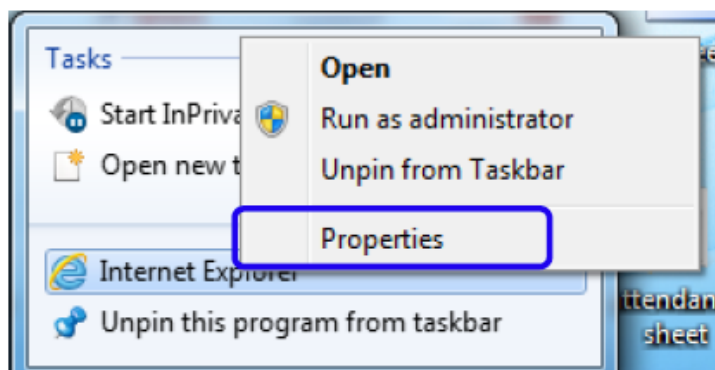
**Step5**

Go to Tools- Compatibility View Settings and perform the setting and add “OILINDIA.IN” below.

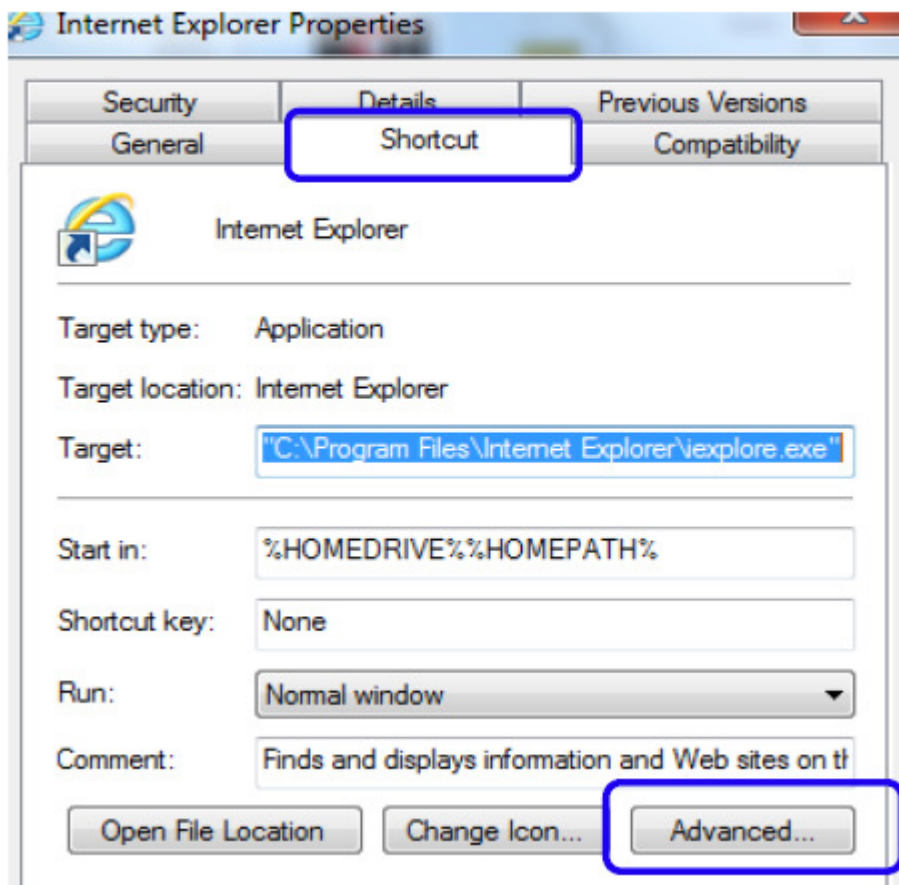


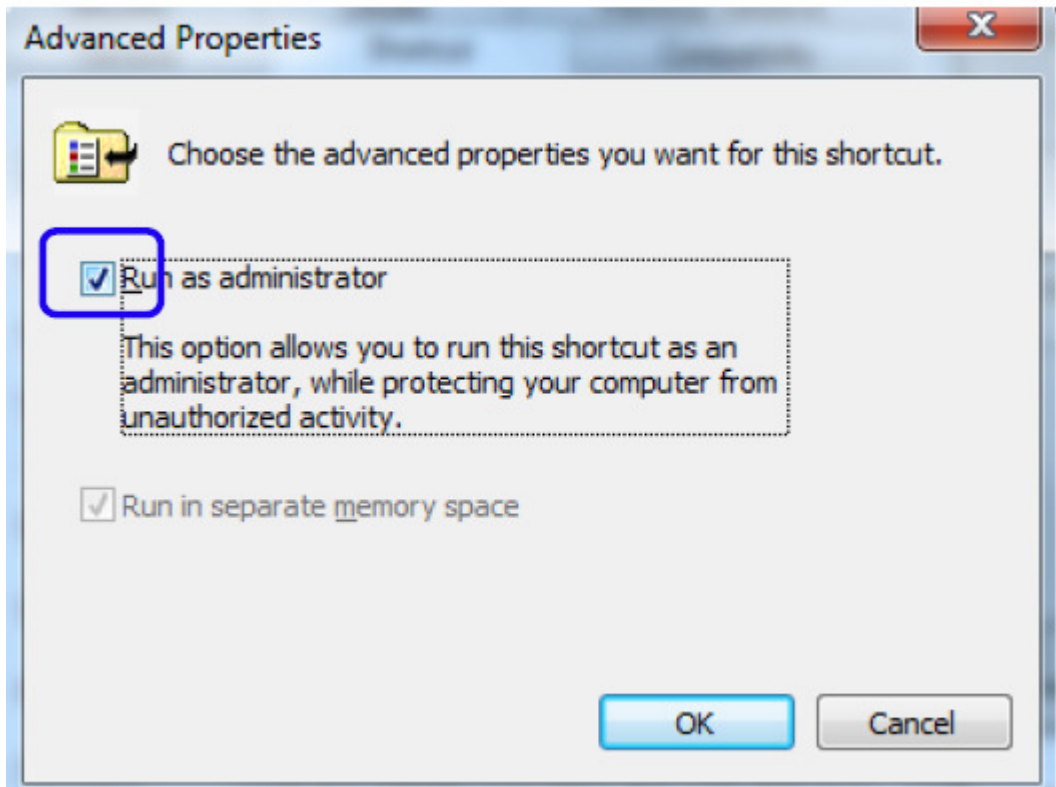
## **INTERNET EXPLORER Run in administrator mode**

Set the browser to run in administrator mode as per the steps given below. - Go to properties of Internet explorer by right clicking the Internet explorer icon



Click Advanced button from the shortcut tab as shown below





**Java Requirement:** Bidders are requested use only 32 Bit Java. Bidders may use any version Upto JAVA 1.8 updated 112. After downloading the Java components make sure that you start your internet browser again. Please ensure that your computer does not have multiple versions of Java

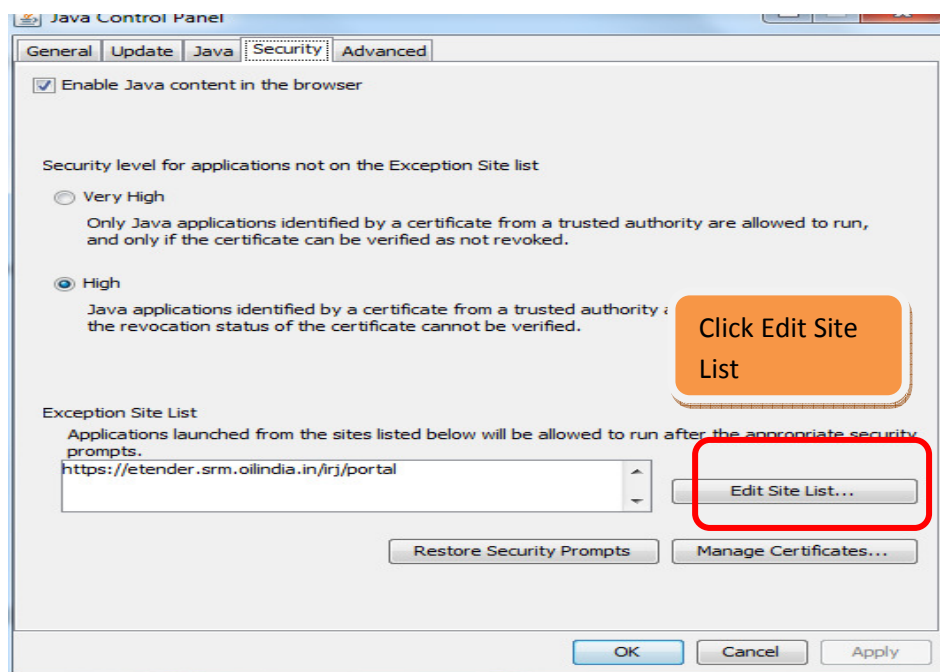
## **NOTE:**

**And after installation make some settings as under:**

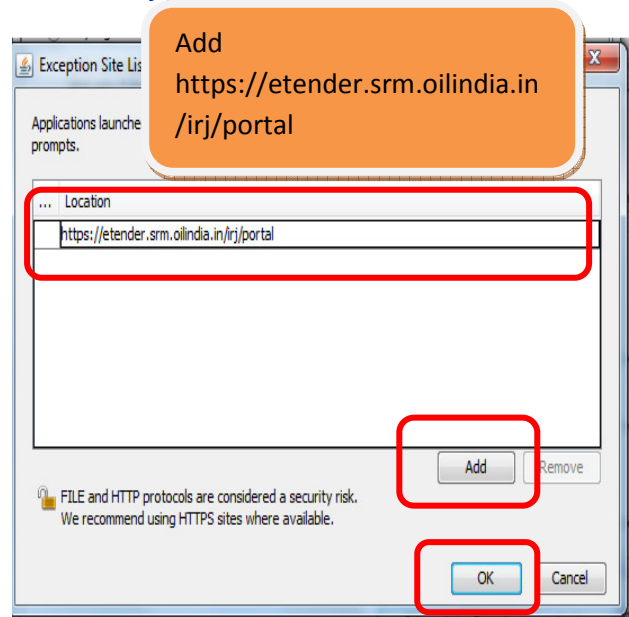
- 1) Go to Start->Control panel**
- 2) Java->Security**
- 3) Security level-> Medium**



Click 'Edit Site List' button under 'Exception Site List'



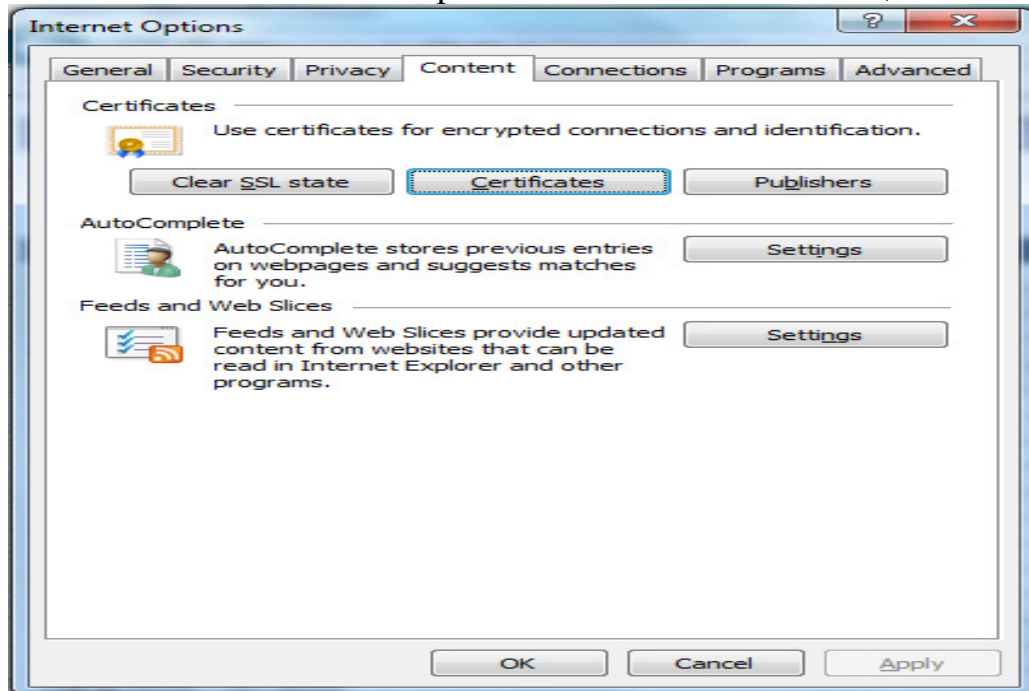
Click 'Add' button > Enter <https://etender.srm.oilindia.in/irj/portal> under 'Location' > Click **OK** to save the location



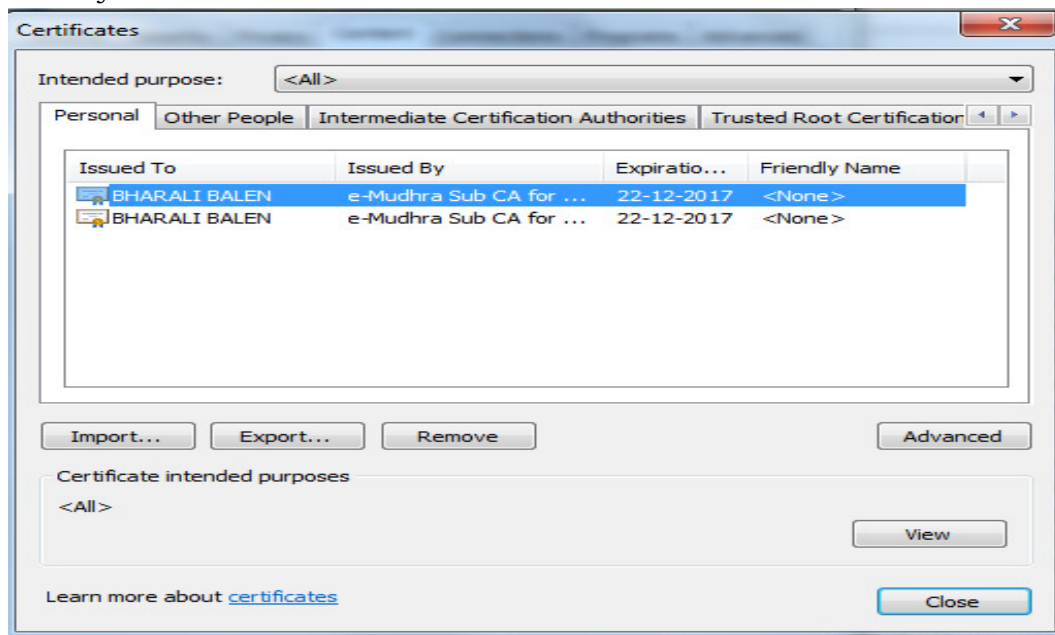
## INSTALLATION OF DIGITAL SIGNATURE E-TOKEN

Install the driver signature e-token in consultation with the vendor from where the digital signature certificate is purchased. After installation , attach the e-token in your system USB port. Check to ensure that the digital signature & Encryption certificate is installed properly:

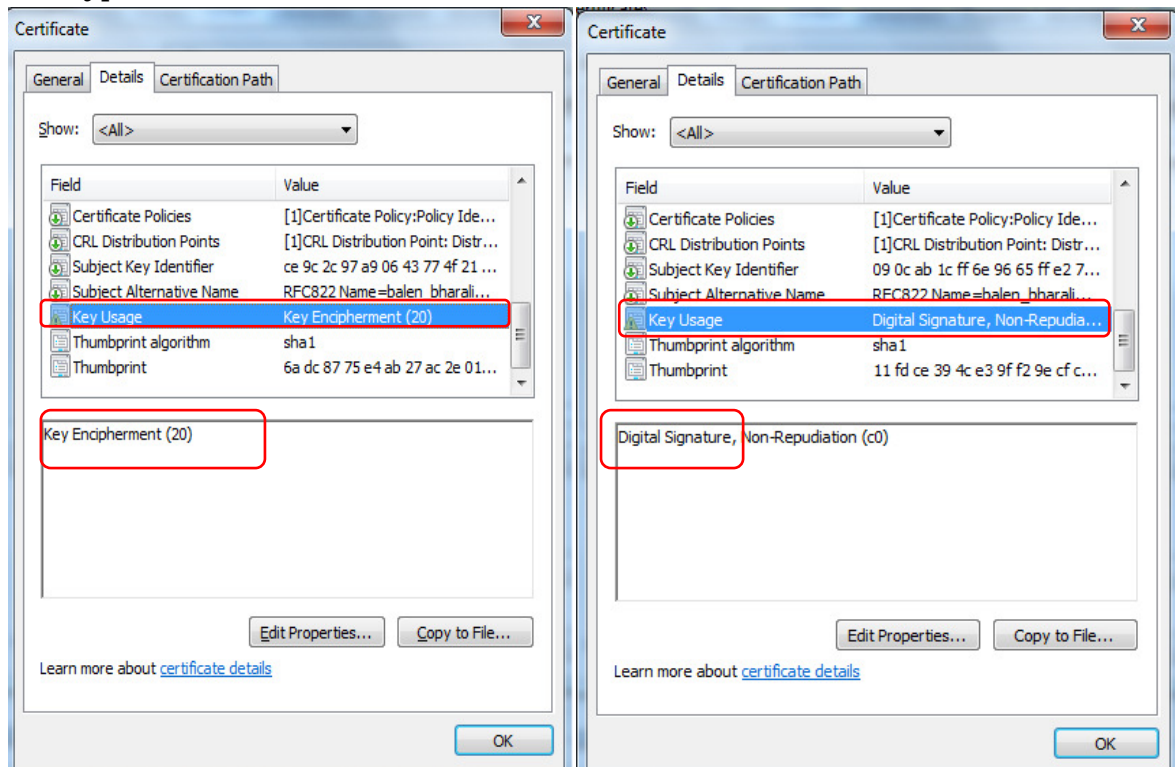
1. Go to tools ->internet options->contents->certificates, click on certificate.



2. After clicking the certificate , the installed certificate details will be appeared . Check Validity of the certificates.



3. Select the certificate and click view . Certificate details will be appeared . Go to details > Check “Key Usage”. The certificate must contain one “Signature Certificate” and one “Encryption Certificate”



In case of any clarification pertaining to e-procurement process, the vendor may contact the following

ERP DEPARTMENT

OIL INDIA LIMITED

PO:DULIAJAN

PIN:786602

Email:erp\_mm@oilindia.in

Contact: (0374) 280-7178/7171/7192 /4903



- A. OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12<sup>th</sup> April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12<sup>th</sup> April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related informations are available on the e-tender website [www.oil-india.com](http://www.oil-india.com) .
- B. Bidders are requested to go through “New Vendor Manual” effective date:12.04.2017 before submitting offer in system.
- C. Bidders are requested to go for “Guidelines to Bidders for participating in OIL” before submitting offer in system.

## Upload Technical Bid / Price Bid.

1.

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/porta

Response

Display RFX Response:

Edit Print Preview Check

RFX Response Number 60005572 RFX Number Status Saved Submission Deadline Opening Date 11.04.2017 00:00:00 India Remaining time 0 Days 14:02:00 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: OTH Others (Please specify under attributes)

Service and Delivery

Incoterm: FOB SINGAPORE

Area for uploading "Priced Bid" if the detailed price information is "No Price"

Area for uploading "Priced Bid" if the detailed price information is "Price with Condition"

Area for uploading "Techno-commercial Unpriced Bid"

Please do not upload price under "Technical Attachment"

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

| Function                            | Number | Name |
|-------------------------------------|--------|------|
| The table does not contain any data |        |      |

Filter Settings

2. On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/portal?NavigationTarget=navurl%3A%2F%2F3a2821f4-dff7-2a000h54ff54h07d0778/dennDRTFuent-CRNFuentR/RTTechnicalName=qte&BOSystemAlias=SAP\_SRM&Operation=displayresponse&isOBN=true&APPLID=SA

Response

**Display RFX Response:**

[Edit](#) [Print Preview](#) [Check](#) [Technical RFX Response](#) [Close](#) [Verify Signature](#) [Sign Response](#) [Refresh Smartform](#) [Decrypt Data](#) [System Information](#) [Create Memory Snapshot](#)

RFX Response Number 60005572 RFX Number 951 Status Saved Submission Deadline 11.04.2017 00:00:00 INDIA Opening Date 11.04.2017 00:00:00 INDIA Remaining Time 0 Days 14:02:03 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version RFX Version Number 1

**RFX Information** **Items** **Notes and Attachments** **Conditions** **Summary** **Tracking**

**Basic Data** **Questions** **Technical Attachments**

**Notes**

Clear [Filter](#) [Settings](#)

| Category                                    | Description |
|---|-------------|
| <a href="#">Conditions of Participation</a> | -Empty-     |
| <a href="#">Bid Invitation/Auction Text</a> | -Empty-     |
| <a href="#">Bidder's Remarks</a>            | -Empty-     |
| <a href="#">Purchaser's Remarks</a>         | -Empty-     |

**Attachments**

**cFolder Attachments**

Add Attachment Delete Verify Signature [Filter](#) [Settings](#)

| cFolder Name                        | Category | Description | File Name | Version | Processor | Checked Out | Type | Size (KB) | Changed by | Changed on |
|-------------------------------------|----------|-------------|-----------|---------|-----------|-------------|------|-----------|------------|------------|
| The table does not contain any data |          |             |           |         |           |             |      |           |            |            |

**Area for uploading Priced Bid\*\***

**Area for uploading TechnoCommercial Unpriced Bid\***

**\*The “Techno-Commercial Unpriced Bid” shall contain all technocommercial details except the prices.**

**\*\* Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**



**OIL INDIA LIMITED**  
**(A Government of India Enterprises)**  
**RAJASTHAN PROJECT**  
**2A, SARASWATI NAGAR,**  
**DISTRICT SHOPPING CENTRE,**  
**BASNI, JODHPUR- 342005,**  
**RAJASTHAN**

**TEL : 0291 – 2729473, FAX NO.: 0291-2727050**  
**E-Mail: km\_kumar@oilindia.in, erm\_mm@oilindia.in**

**Web Site: www.oil-india.com**

# **OIL'S BOOKLET REF.**

## **MM/RP/GLOBAL/E-01/2005**

### **For**

# **E-PROCUREMENT ICB TENDERS**

#### **1.0 CONTENT OF BIDDING DOCUMENTS**

The goods required, bidding procedures and contract terms are described in the bidding document. The bidding document consists of two parts. The FIRST part will consist of the Invitation for Bids which will be enclosed against individual tender. The SECOND part is containing the bidding document comprising of following Sections.

**SECTION 'A' - GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH FOREIGN AND INDIAN BIDDERS.**

**SECTION 'B' - SPECIAL TERMS AND CONDITIONS APPLICABLE ONLY FOR FOREIGN BIDDERS AND THEIR INDIAN AGENTS.**

**SECTION 'C' - SPECIAL TERMS AND CONDITIONS APPLICABLE ONLY FOR INDIAN BIDDERS.**

**SECTION 'D' - BID EVALUATION & BID REJECTION CRITERIA.**

**SECTION 'E' - SPECIAL TERMS AND CONDITIONS APPLICABLE  
ONLY FOR TUBULAR TENDERS.**

**The Bidding document also consists of following Annexures:**

**Annexure I : Bid Submission proforma**

**Annexure IIA & IIB : Price Schedule Proforma**

**Annexure III : Proforma of Exceptions/Deviations**

**Annexure IV : Check List**

**Annexure V : Proforma of Bidder's past supplies**

**Annexure VI : Proforma of Authorisation Letter for  
Attending Tender Opening**

**Annexure VII : Proforma of Bid Security**

**Annexure VIII : Proforma of Performance Security.**

**Annexure IXA & IXB : List of Foreign Correspondents of SBI  
/Allahabad Bank for opening of Letter of Credit**

**Annexure X : List of Gateway Airports**

**Annexure XI : Declaration Certificate**

1.2 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with tender no. and due date to **CHIEF MANAGER (M&C), Oil India Limited, Rajasthan Project, 2A, District Shopping Centre, Basni, Jodhpur- 342005, RAJASTHAN (INDIA)** on or before the Bid Closing Date and Time mentioned in the Tender.

a) **Original Bid Security if applicable.**

b) **Details Catalogue.**

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

1.3 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

## **INSTRUCTIONS TO BIDDERS**

### **SECTION - A**

#### **GENERAL TERMS AND CONDITIONS**

##### **1.0 ELIGIBILITY TO BID :**

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

##### **1.3 FOREIGN COLLABORATION/JOINT VENTURES :**

- 1.3.1 In case an Indian bidder does not meet the experience requirement and is banking upon the experience of foreign collaborations/ joint venture firms regarding back-up consultancy, the proof of Government's clearance should be submitted along with the Bid failing which the offer will be ignored.

##### **2.0 TENDER FEE**

- 2.1 For Limited tenders, no tender fee will be required.
- 2.2 In case of press tenders, prospective bidders can purchase tender documents from the offices of the of Oil India Limited (hereinafter referred to as 'OIL') mentioned in the notice inviting tenders (NIT) against an application along with requisite non-refundable tender fee. The bidders shall be able to create the bid online only after payment of tender fee. OIL will not take any responsibility for any delay/late in receipt of Tender Fee.

##### **2.3 EXEMPTION OF TENDER FEE :**

- 2.3.1 Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must

be enclosed along with the application for issuing tender documents.

2.3.2 Public Sector Units (PSU) are also exempted from payment of tender fee.

2.3.3 Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.

2.3.4 Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for their own product for which they are registered. Their offer for other than their own product shall not be acceptable. Their offer as supply house also will not be acceptable and shall be rejected straightway.

#### **2.4 REFUND OF TENDER FEE :**

In case of cancellation of Press tenders, tender fee will be refunded. However, in case fresh tender is issued in cancellation of earlier tender, tender fee will not be refunded. Instead, such bidders will be allowed to participate Free of charge.

#### **3.0 TRANSFERABILITY OF BID DOCUMENTS :**

3.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.

3.2 Unsolicited offers will not be considered and will be straightway rejected.

#### **4.0 COST OF BIDDING**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

General Terms and Conditions with following Annexures(contained in booklet No: **MM/RP/GLOBAL/E-01/2005**)

**Annexure I : Bid Submission proforma**  
**Annexure IIA & IIB : Price Schedule Proforma**

|                               |          |  |
|-------------------------------|----------|--|
| <b>Annexure III</b>           | <b>:</b> | <b>Proforma of Exceptions/Deviations</b>   |
| <b>Annexure IV</b>            | <b>:</b> | <b>Check List</b>  |
| <b>Annexure V</b>             | <b>:</b> | <b>Proforma of Bidder's past supplies</b>  |
| <b>Annexure VI</b>            | <b>:</b> | <b>Proforma of Authorisation Letter for<br/>Attending Tender Opening</b>   |
| <b>Annexure VII</b>           | <b>:</b> | <b>Proforma of Bid Security</b>  |
| <b>Annexure VIII</b>          | <b>:</b> | <b>Proforma of Performance Security.</b>   |
| <b>Annexure IXA &amp; IXB</b> | <b>:</b> | <b>List of Foreign Correspondents of State<br/>Bank Of India (SBI) /Allahabad Bank for<br/>opening of Letter of Credit</b> |
| <b>Annexure X</b>             | <b>:</b> | <b>List of Gateway Airports</b>  |
| <b>Annexure XI</b>            | <b>:</b> | <b>Declaration Certificate</b>   |

- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

#### **5.0 AMENDMENT TO BIDDING DOCUMENTS**

- 5.1 At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). All prospective bidders who have received the bidding documents will be notified of the amendments.
- 5.2 OIL may at its discretion if considered necessary, extend the deadline for the submission of bids.

#### **PREPARATION OF BIDS :**

#### **6.0. LANGUAGE AND SIGNING OF BID**

- 6.1 Bids and all related documents as well as all subsequent correspondence between the Bidder and OIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case for purpose of interpretation of the bid, the translation in English shall prevail.

#### **7.0 CONTENTS OF OFFERS :**



- 7.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place must be digitally signed..

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Annexure I to XI. The above annexures shall be duly filled in without any alteration to OIL's proforma. The above Annexures along with copy of Bid Bond as per Annexure VII and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the 'un-priced' bid folder.

- 7.1.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. 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 authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

- 7.1.3 The Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at Annexure IV are complied with in their bid failing which the offer is liable to be rejected.
- 7.1.4 The bids can only be submitted in the name of the Bidder who have been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures I Through XI. It shall be complete and free from ambiguity, change or interlineations.
- 7.1.5 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses and also similar information in respect of their authorised agents in India, if any.
- 7.1.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

7.1.7 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions as laid down in this model bidding document booklet no. MM/RP/GLOBAL/E01/2005 are acceptable to it in toto.

## 7.2 **PRICE SCHEDULE**

7.2.1 The Bidder shall fill in completely (on-line) all fields in the price schedule furnished in the bidding document in respect of items quoted.

## 7.3 **Bid Prices**

7.3.1 The bidders shall fill-in online the appropriate price schedule i.e the net unit prices of the goods they propose to supply and other pricing details etc. as per the Pricing condition separately ;

7.3.2 The Foreign bidders must quote the following prices/information:

- i) Firm unit Ex-Works price of the quoted items and Currency.
- ii) Firm FOB/FCA component stating the port of Embarkation .
- iii) Firm Fright (ocean/air) upto Kolkata as required in the price schedule .
- iv) Any other Price component as applicable to the Tender.

7.3.3 Deleted.

7.3.4 OIL reserves the right to place the order either on FOB or C&F basis.

7.4 The Indian bidders must quote the following prices/information:

- i) Firm unit Ex-Works price of the quoted items and Currency.
- ii) Firm Packing and forwarding component stating the place of despatch.
- iii) Firm Freight as required in the price schedule stating road/rail freight.
- iv) Any other Price component as applicable to the Tender.

7.4.1 Deleted

7.4.2 Deleted.

7.5 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

7.6 **DISCOUNT**

Prices should be quoted net of discount and no discount should be shown separately. Discount, if any should be merged with the quoted prices. Discount of any type, indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if an offer is found to be the lowest even without considering discount, OIL shall avail such discount at the time of placement of order.

7.7 **CHANGE IN QUANTITY :**

OIL reserves the right to increase / decrease the quantity. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates.

7.8 **TECHNICAL LITERATURE:**

Relevant technical literature must be submitted along with the offer whenever called for without which the offer would be liable to be rejected.

7.9 **THIRD PARTY INSPECTION (When specifically called for in the tender):**

7.9.1 Whenever inspection by OIL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the OIL's approved Third Party Inspection Agencies in their area. OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies.

7.9.2 All inclusive charges for Third Party Inspection must be indicated separately in the on-line Price schedule.

7.9.3 Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third Party Inspection charges. When a bidder mentions Third Party

Inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards Third Party Inspection charges received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, Third Party Inspection charges mentioned by OIL on the Purchase Order will be binding on the bidder.

**7.10 SAMPLES (When specifically called for in the tender):**

7.10.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating

- a) Bidder's name, address, contact Telephone No. & Email address
- b) Tender No. and Bid opening Date
- c) Product Name
- d) Item No. of the tender

7.10.2 Sample must be received on or before the Bid Closing Date failing which the offer will be rejected.

7.10.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.

**7.11 TRAINING (When specifically called for in the tender):**

7.11.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.

7.11.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.

7.11.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

**7.12 INSTALLATION AND COMMISSIONING (When specifically called for in the tender):**

- 7.12.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. OIL will provide local transport for commuting to the installation site. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.
- 7.12.2 Offers without any mention about installation/commissioning and Training charges will be loaded with maximum value towards installation/commissioning and Training charges received against the tender for comparison purposes.

**7.13 SERVICE/INCOME TAX :**

Any Service/ Income tax/Personal tax or any other taxes/levies involved on the services rendered by the Bidder shall be borne by bidders and will be deducted at source by OIL. Bidders are, therefore, requested to take note of this while quoting their prices wherever training and installation/commissioning etc. are involved.

**7.14 DELIVERY :**

- 7.14.1 Bidder shall offer their earliest delivery period Ex-works as well as F.O.R THAIYAT-HAMIRA or OIL Office-Jodhpur or as mentioned in the main tender documents (in case of indigenous Bidder) and Ex-works and C&F Kolkata (in case of foreign Bidder) from the date of receipt of order. Normal Ex-works delivery requirement of OIL is maximum 3 months from the date of receipt of Purchase Order or date of establishment of Letter of Credit (where payment term is through L/C), unless otherwise specified elsewhere.

**7.15 VALIDITY OF BIDS**

Validity of the offer shall be minimum 4 months (120 days) from the date of bid opening. If nothing is mentioned by the bidder in their offer, it will be presumed that the offer is valid for four months (120 days) from bid opening date.

**7.16 VAGUE AND INDEFINITE EXPRESSIONS**

Any vague and indefinite expressions such as “Subject to prior sale”, “Prices ruling at the time of despatch”, “Subject to availability of materials” etc. will not be considered.

**7.17 AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ASSOCIATE**

7.17.1 Bidders must clearly indicate in their offer whether they have any Agent in India. If so, bidders must furnish the names and addresses of their agents and state clearly whether agents are authorised to receive any commission. The rate of commission amount must be indicated which will be payable only in non-convertible Indian currency. Unless otherwise specified it will be assumed that Agency commission has been included in the offered price. If there is no mention about the commission amount, it will be assumed that no commission is involved against this purchase.

**8.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS**

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

**9.0 BID SECURITY**

(NOTE : This clause is applicable only in case of tenders wherever specifically mentioned.)

9.1.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT or an equivalent amount in freely convertible currency and shall be in the prescribed format (Annexure VII) as Bank Guarantee((BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks :

- a) Any Scheduled Indian Bank or
- b) Any Indian branch of a foreign Bank or
- c) Any reputed foreign Bank having correspondent bank in India

9.1.2 The Bank Guarantee / LC shall be valid for seven (7) months from the Bid closing date and shall be enforceable at at Jodhpur / Delhi/ Kolkata.

9.2 (i) The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non - judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.

(ii) The foreign Bidder will have to submit the Bank Guarantee from Banks of Indian origin situated in their town/city/country. In case no such bank of Indian origin is situated in their town/city/country, the Bank Guarantee may be submitted from the bankers as specified in Clause 9.1.1 (b) or (c) above.

(iii) The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank :

- (a) Full Address
- (b) Branch Code
- (c) Code Nos. of the authorized signatory with full name and designation
- (d) Phone Nos./Fax Nos./E-mail address

(iv) In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.

9.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 9.1.1, 9.1.2 and 9.2 as applicable will be rejected outright without any further reference.

9.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format (Annexure VIII) against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure that the validity of the Bid Security till such time the Performance

Security in conformity with Clauses 10.3 or 10.4 below as the case may be, is furnished.

- 9.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 9.6 Bid Security will not accrue any interest during its period of validity or extended validity.
- 9.7 The Bid Security will be forfeited:
  - a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,  
OR
  - b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

#### **9.8 Exemption of Bid Security:**

- 9.8.1 Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from submitting Bid Security for the items they are registered with NSIC provided they submit their offer for their own product. Valid registration certificate with NSIC indicating the category of item and the monetary limit for which they are registered must be enclosed along with the Bid without which the bidder will not be entitled for exemption.
- 9.8.2 Public Sector undertakings are exempted from submitting Bid Security.

#### **10.0 PERFORMANCE SECURITY :**

**(NOTE :** This clause is applicable only in case of tenders wherever specifically mentioned.)

- 10.1 The successful bidder shall furnish the Performance Security in the form enclosed (Annexure VIII) herewith within 30 days of the receipt of notification of award of Contract failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in his bid to submit Performance Security as stated above.



**10.2** In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

**10.3** The Performance Security shall be denominated in the currency of the contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the order date shall be in the form of a Bank Guarantee or irrevocable Letter of Credit from : a) Any Scheduled Indian Bank or  
b) Any Indian branch of a foreign Bank or  
c) Any reputed foreign Bank having correspondent bank in India.

**10.4 (i)** The bank guarantee by domestic bidders will have to be given from the scheduled banks on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.

(ii) The foreign Bidder will have to submit the bank guarantee from Banks of Indian origin situated in their town/city/country. In case no such bank of Indian origin is situated in their town/city/country, the Bank Guarantee may be submitted from the bankers as specified in Clause 22.2 (b) or (c) above.

(iii) The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank :

- (a) Full Address
- (b) Branch Code
- (c) Code Nos. of the authorized signatory with full name and designation
- (d) Phone Nos./Fax Nos./E-mail address

(iv) In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.

**10.5** The Bank Guarantee / LC shall be enforceable at Jodhpur / Delhi / KolKata.

- 10.6 The amount of Performance Security shall be 10% of order value (unless specified otherwise).
- 10.7 The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning or 18 months from the date of shipment/despatch whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch.
- 10.8 The Performance Security will be discharged by OIL and returned to the Bidder/Seller, within 30 days of its expiry of validity including any extension sought thereof or on completion of obligations under the contract.
- 10.9 Performance Security amount will not accrue any interest.

10.10 **Exemption of Performance Security :**

Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from submitting Performance Security for the items they are registered with NSIC if the contract /order value is less than the monetary limits for which the firm is registered with NSIC.

- 10.11 The bidders will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller's cost.

11.0 **DOCUMENTS COMPRISING THE BID**

- 11.1 The bid prepared by the bidder shall comprise the following components, duly completed:
- a) Price schedule (Refer on-line Price Schedule as applicable)
  - b) Documentary evidence in accordance with Clause 1.2 if the bidder is other than Original Equipment Manufacturer.
  - c) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
  - d) Bid Submission Proforma duly filled in (Refer Annexure I)
  - e) Exceptions/Deviations Form duly filled in (Refer Annexure III)

- f) Check List duly filled in (Refer Annexure IV)
- g) Bidder's past supplies proforma duly filled in (Refer Annexure V)
- h) Authorisation letter for attending Tender Opening (Refer Annexure VI)
- i) Bid Security, wherever required.
- j) Confirmation about the Performance Security, wherever required
- k) Back-up Authority Letter for warranty cover of manufacturer in case the bid is from sole selling agent/authorised distributor/authorised dealer/authorised supply house.

## **12.0 SUBMISSION AND OPENING OF BIDS**

**12.1** The bid along with all Annexure (I to XI) and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any rejected. However the following documents should necessarily be submitted in physical form in sealed envelope super scribed as "Tender Number and due for opening on....." The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of Purchaser's office, as indicated in Invitation For Bids:

1. The original bid security.
2. Any other document required to be submitted in original as per tender requirement.
3. If Sample is called for in the Tender
4. Printed catalogue and Literature if called for in the NIT.

## **13.0 DEADLINE FOR SUBMISSION OF BIDS**

**13.1** Deleted

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

## **14.0 CLARIFICATIONS OF BIDS :**

**14.1** No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

**14.2** After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

**15.0 EXTENSION OF BID SUBMISSION DATE :**

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

**16.0 LATE BIDS**

Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

**17.0 OPENING OF BIDS**

**17.1** The bid will be opened at 1300 Hrs. (IST) or on the date & time of opening indicated in "Invitation for Bid". Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure VI enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

**17.2** In case of unscheduled holiday on the closing/opening day of bid , the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

**18.0 COMPLIANCE WITH TENDER :**

**18.1** Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, the Bidder must enclose Annexure – III (duly filled in) with their Bid.

**18.2** OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in Section 'D'.

**19.0 CHECK LIST :**

THE CHECK LIST, AS PER ANNEXURE - IV ENCLOSED, MUST BE COMPLETED AND SUBMITTED ALONG WITH THE OFFER.

**20.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

**20.1** OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL's action. OIL also reserves the right to split the order between two or more parties.

**21.0 PACKING :**

**21.1** Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention. In case of foreign Bidders, the packing should be seaworthy.

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

**21.3** In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.

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

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

- 21.6** Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
- 21.7** The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 21.1 to 21.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.

**21.8 WEIGHT AND SIZE LIMITATION OF PACKAGES :**

Normal limiting dimensions and weights are as under :

| <b><u>Category</u></b> | <b><u>Length</u></b> | <b><u>Width</u></b> | <b><u>Height</u></b> | <b><u>Capacity</u></b> |
|------------------------|----------------------|---------------------|----------------------|------------------------|
| Truck                  | 5.185 Mtrs.          | 1.98 Mtrs.          | 1.98 Mtrs.           | 9 MT                   |
| Normal Trailer         | 10.98 Mtrs.          | 2.44 Mtrs.          | 2.44 Mtrs.           | 18 MT                  |
| Semi Low Bed Trailer   | 10.98 Mtrs.          | 3.05 Mtrs.          | 3.05 Mtrs.           | 20 MT                  |
| Low Bed Trailer        | 6.71 Mtrs.           | 3.05 Mtrs.          | 3.81 Mtrs.           | 18 MT                  |

This dimensional restriction must not be violated without prior approval from OIL. The finished packing should be in the form of a Box under the limited dimensions.

**22.0 INSPECTION AND TEST :**

- 22.1** All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates together with the declaration certificate (as per Format mentioned in Annexure XI)

- 22.2 OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third party inspection Agency (from OIL's approved agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.
- 22.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original together with the Declaration Certificate (as per Format mentioned in Annexure XI) to OIL alongwith the despatch/shipping documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

**23.0 CONFIDENTIAL INFORMATION :**

- 23.1 The Bidder / Seller shall treat as confidential all designs, drawings, data or information written or verbal, supplied by OIL and shall use its best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of OIL where necessary for the purpose of performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Bidder's/Seller's possession.

**24.0 PATENT AND OTHER RIGHTS :**

- 24.1 The Bidder/Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be

supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.

- 24.2 In the event of any claim or demand being made or action brought against OIL in respect of any of the aforesaid matters, OIL shall notify the Bidder/Seller thereof as soon as possible and Bidder/Seller shall conduct with the assistance of OIL if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation/arbitration involved or which may arise there from.

25.0 **INDEMNITY AND INSURANCE :**

- 25.1 The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.
- 25.2 The Bidder/Seller shall also defend and hold OIL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant hereunder.

26.0 **ASSIGNMENT :**

- 26.1 The Bidder/Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/Seller of any of his obligations which might have arisen before such permission was given.

27.0 **WARRANTY / GUARANTEE :**

- 27.1 Goods, materials or plant (s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period mentioned hereunder against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good



notwithstanding inspection, payment for and acceptance of the goods.

| <u>NATURE OF ITEMS</u>                               | <u>PERIOD OF WARRANTY / GUARANTEE</u>   |
|--|---|
| For consumables like Cement, Chemicals, tubulars etc | 12 months from the date of despatch/shipment  |
| For Capital Items                                    | 18 months from the date of despatch/shipment or 12 months from the date of successful commissioning, whichever is earlier |
| For other items                                      | 18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier   |

**28.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES :**

**28.1** Time will be of the essence of the contract.

**28.2** In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.

**28.3** As an alternative to Clause No. 28.2 above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions

under Clause 28.2 to invoke the Performance Security without causing any notice to the Seller to this effect.

The amount of liquidated damage as stipulated above is a preestimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.

**28.4** The liquidated damage as agreed by both the parties as a genuine per-estimated loss shall be payable on Landed Cost of the materials at (THAIYAT-HAMIRA , Jaisalmer or Jodhpur as the case may be) inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

**29.0 FORCE MAJEURE :**

**29.1** In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

**29.2** The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 29.1 and which renders performance of the contract by the said party completely impossible.

**30.0 DEFAULT :**

**30.1** In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, OIL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as OIL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, OIL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by

some other person at the Bidder's/Seller's expense. In such an event OIL shall have the right to terminate the Contract.

**31.0 TERMINATION :**

- 31.1 In the event of an Contract with the Bidder, OIL shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by them in performance of the Contract prior to such termination.

**32.0 APPLICABLE LAW :**

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

**33.0 ARBITRATION :**

- 33.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or reenactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at Jodhpur unless otherwise agreed by OIL
- 33.2 In case of dispute with the Seller who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

**SECTION - 'B'**

**SPECIAL TERMS & CONDITIONS**  
**FOR FOREIGN BIDDERS ONLY**

**1.0 INCOTERMS :**

Bidders to note that interpretation of all foreign trade terms shall be as per INCOTERMS 1990.

**2.0 ORDER TERMS :**

OIL reserves the right to place order on EXW (Ex-works including packing), FCA, FOB, C & F or CIF terms. Offered rates shall be kept firm by the Bidder through delivery / shipment.

### **3.0 PARTIAL ORDER/REDUCED QUANTITY :**

**THE MINIMUM FOB / FCA CHARGES IN CASE OF PARTIAL ORDER FOR REDUCED QUANTITY / ITEMS SHALL HAVE TO BE INDICATED BY THE BIDDER. IN CASE THIS IS NOT INDICATED SPECIFICALLY, THE CHARGES QUOTED WOULD BE PRORATA CALCULATED AND THE SAME WILL BE BINDING ON THE BIDDER.**

### **4.0 TAXES & LEVIES :**

- (i) All taxes, stamp duties and other levies imposed outside India shall be the responsibility of the Bidder/Seller and charges thereof shall be included in the offered rates.
- (ii) All Taxes & levies imposed in India, for the services including installation & commissioning, shall be to the Bidder/Seller's account.
- (iii) Income Tax on the value of the Services rendered by the Bidder /Seller in connection with installation, commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

### **5.0 SHIPMENT :**

**5.1 SEA SHIPMENT :** Shipment by sea shall be through conference line vessels, preferably having India as a member. Shipment must be under-deck.

**5.2 AIR SHIPMENT :** In case the gross weight of consignment is less than 100 kg., despatch by air may be assumed. In case of air freighting, order may be placed either on FCA (Gateway airport of the country from where the material will be shipped) or on Ex-works (packed) basis. A list of Gateway airport is enclosed as Annexure X. In cases of order on FCA basis, airfreighting shall be through OIL's authorised Freight Forwarder and all charges up to aircraft are to be borne by the bidder. In case of order on Ex-works (packed) basis, the supplier shall make the goods ready with export air worthy packing and OIL's nominated cargo handling Agent shall collect the materials from the works of the supplier.

**5.3 DESPATCH THROUGH COURIER** : In case despatch is made through courier, despatch is to be made on "Freight mode", unless otherwise specified.

**6.0 INSURANCE** :

In case of shipment other than on CIF terms, insurance will be arranged and paid for by OIL on receipt of information of loading. In case of contracts on CIF terms, insurance upto Port of discharge shall be arranged and paid for by Seller.

**7.0 COUNTRY OF ORIGIN** :

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

**8.0 TERMS OF PAYMENT**

8.1 Payment terms must be clearly stated. OIL's standard payment terms are:

- i) Sight draft basis ( Cash against Documents )
- ii) Letter of Credit (L/C)

8.2 Payment through Letter of Credit :

8.2.1 The Letter of Credit shall be established through State Bank of India (SBI) or Allahabad Bank or any other scheduled Bank, as would be mentioned in the Purchase Order, from time to time. The foreign correspondents of SBI / Allahabad Bank / any other scheduled Bank in various countries are furnished vide Annexure IXA and Annexure IXB to this Tender Notice. Bidders shall name one of the correspondents of SBI / Allahabad Bank through whom they prefer to have their L/C opened. Where foreign correspondents of SBI / Allahabad Bank are not existing presently, the bidders are to indicate their banker's name and address in their offers.

8.2.2 Normally L/C will not be confirmed. Confirmation of L/C, if required, shall be at Seller's cost.

8.3 For small value orders say up to US \$15,000.00, OIL would prefer to make payment on Sight draft (Cash against Documents) basis for expeditious processing of order for mutual benefit. OIL undertakes

to pay within 15 working days of receipt of clean documents, in case of payment on Sight draft (CAD) basis. As per present rule, Sight Draft (CAD) payment up to US\$ 25,000 can be made on direct submission of documents to OIL's nominated banker instead of routing through bidder's banker.

**8.4 Payment terms where installation and commissioning & Training is involved:**

Wherever installation and commissioning is involved, 70% payment will be made against supply of materials and balance 30% after satisfactory commissioning at site along with the installation & commissioning charges. Payment towards training will be released after successful completion of training.

The bidder, in his bid, must indicate the correct particulars viz. their Account number etc. to enable the SBI to put through the correct transaction.

**8.5 PAYMENT TO THIRD PARTY :**

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

**9.0 BANKING CHARGES :**

**9.1** While banking charges in India will be borne by OIL, all banking charges in bidder's country will be to the bidder's account. Bidders are requested to quote their prices considering these charges, if applicable. Further, bank charges in India incurred in extension/ amendment of L/C for reasons attributable to the bidder (and where OIL is not at fault), shall be borne by the bidder.

**10.0 ADVANCE PAYMENT :**

**10.1** Request for advance payment shall not be normally considered. However, depending on merit and at the sole discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.

- 10.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period without further reference.
- 10.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.
- 10.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

#### **11.0 INDIAN AGENTS :**

- 11.1 Bidders must clearly indicate in their offer whether they have any Agent in India. If so, bidders must furnish the names and addresses of their agents and state clearly whether agents are authorised to receive any commission. The rate of commission amount must be indicated which will be payable only in non-convertible Indian currency. Unless otherwise specified it will be assumed that Agency commission has been included in the offered price. If there is no mention about the commission amount, it will be assumed that no commission is involved against this purchase.

#### **11.2 One Indian agent is not allowed to represent two Bidders against one tender.**

#### **12.0 DOCUMENTATION :**

- 12.1 Eight (8) copies of invoices, Six (6) copies of BL/AWB and Four (4) copies of certificate of origin will be required to be furnished.
- 12.2 The Seller shall negotiate the documents through their Bank at its earliest convenience. However, in case of shipment from the ports of nearby countries (e.g., Singapore), the successful Bidder shall negotiate the documents within 7 days of shipment.
- 12.3 Seller shall also ensure that the shipping documents are received by OIL's Kolkata office 7 days (3 days in case of shipment from nearby countries/ports like Singapore) prior to the listed arrival of

the vessel at Kolkata port. In case of air-freighted consignments, documents should be received within 7 days from the date of despatch. If the documents are not made available as requested it will not be possible for OIL to clear the consignments through Customs at the discharging port in time and the same will accrue demurrage. Expenses incurred by OIL due to late submission of documents would be recoverable fully from the successful Bidder or their Indian agent.

### **13.0 SPECIAL TERMS & CONDITIONS FOR INDIAN AGENT :**

- 13.1 Commission to Indian Agents shall be paid after clearance of goods through customs against bills submitted to OIL's Kolkata office. However, whenever installation & commissioning is involved, the commission to Indian Agents shall be released only after successful installation & commissioning by the Bidder/supplier.
- 13.2 OIL shall reserve the right to deduct demurrage and other expenses incurred due to late / incorrect submission of documents by the Principal from the commission payable to their Indian Agents against the instant order or any other subsequent / outstanding order.

## **SECTION – ‘C’**

### **SPECIAL TERMS & CONDITIONS**

### **FOR INDIAN BIDDERS**

### **1.0 PRICES :**

- 1.1 Indian bidders are required to indicate both Ex-works as well as FOR Destination price by road. Bidder should also indicate FOR operating Railhead price where the material is a full rake load Chemicals/Cement/Tubular consignment or any other item specifically mentioned to be transported by rail only
- 1.2 OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.



## **2.0 EXCISE DUTY:**

2.1 Excise Duty, if any, should be quoted either as “extra” or as inclusive as the case may be. The Seller, if happens to be a Supply House, should not quote “Excise Duty” as extra.

SSI Unit availing slabs rate of turnover for duty structure should specify the maximum Excise Duty levies against the order at the time of delivery, if order is placed on them.

Bidders, who are manufacturers, should indicate the rate of Excise Duty, if any, separately for all quoted items.

Any benefit/concession/exemption involved should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the maximum amount of Excise duty applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the excise duty indicated in the Bid which will be binding on the Bidder.

2.2 Bidder should indicate the following in their offer:

- a) Address of the factory from where the goods will be despatched.
- b) Chapter, Heading and Sub-heading of the Excise tariff for the material offered.

## **3.0 SALES TAX :**

3.1 In case of concessional CST @ 2 % ( or any other rate as per the Act), necessary ‘C’ form shall be issued by OIL wherever applicable at the time of settlement of invoice. Wherever Assam General Sales Tax is payable by OIL, same shall be deducted at source for which tax deduction certificate shall be issued.

Any other benefit/concession/exemption available at the time of delivery should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.

## **4.0 OTHER TAXES & LEVIES :**

- (i) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account.
- (iii) Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller in connection with installation/commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

## **5.0 CONCESSIONS PERMISSIBLE UNDER STATUTES :**

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which the Bidder will have to bear extra cost where bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax etc. OIL will not take responsibility towards this.

However, OIL may provide necessary assistance wherever possible, in this regard.

## **6.0 STATUTORY VARIATION :**

Any statutory variation (increase/decrease) in the rate of excise duty/sales tax/Customs Duty or any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in excise duty/sales tax/Customs Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

## **7.0 IMPORT CONTENT :**

7.1 In case there is any import content in their offer, it will be obligatory on the part of the Indian bidders to mention the amount involved and the rates quoted should be inclusive of import content and applicable customs duty thereon. On the other hand, if there is no import content they should categorically state the import content to be NIL in their offer. Bidders who do not mention import content in their offer will not be entitled to price preference applicable, if any vide Section D (Bid Rejection & Bid Evaluation Criteria).

## **8.0 CURRENCY OF BIDS / EXCHANGE RATE FLUCTUATION :**

- 8.1 Indian Bidders are permitted to bid in any currency (including Indian Rupees) and receive amount in that currency. However, currency of bid will not be allowed to be changed after bid opening. Since Indian bidders are allowed to quote in any currency, OIL will not compensate for any exchange rate fluctuation in respect of the purchase finalised under this tender.

## **9.0 DEEMED EXPORT BENEFITS :**

It will be specifically highlighted in the tender in case Deemed Export benefits is applicable against this tender and the benefits available.

## **10.0 DESPATCH :**

### **10.1 Road Despatch :**

10.1.1 In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.

10.1.2 For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

### **10.2 Rail Despatch :**

In case of Rail despatch, the Bidder will be fully responsible for arranging required railway wagons/rake. Tubular consignment will be despatched on open type wagons only. Height of the wagons should not exceed 4.6 metres.

## **11.0 INSURANCE :**

11.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

## **12.0 PAYMENT TERMS :**

**12.1 Payment terms where installation / commissioning and Training are not involved :**

Payment to the extent of 90% maximum of the value of the supply will be made against proof of despatch presented through Bank or to OIL directly. Balance 10% of the value will be released not later than 30 days of receipt of goods at OIL's site. Adjustments, if any, towards liquidated damage shall be made from the balance 10% payment. OIL may consider releasing 100% payment against despatch documents for suppliers having good track record with OIL and where 10% Performance Security is submitted in time and no installation/commissioning is involved.

**12.2 Payment terms where installation /commissioning and Training are involved :**

Wherever installation / commissioning and Training are involved, 70% payment will be made against supply of materials and balance 30% after satisfactory commissioning at site along with the installation & commissioning charges after adjusting liquidated damages, if any. Payment towards training will be released after successful completion of training.

**12.3 Payment against Trial Orders :**

In the event of placement of trial orders, payment will be made only on acceptance of goods after successful field trial of the materials.

**12.4 PAYMENT TO THIRD PARTY :**

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

**13.0 BANKING CHARGES :**

All banking charges will be to the bidder's account.

**14.0 ADVANCE PAYMENT :**

- 14.1 Request for advance payment shall not be normally considered. Depending on merit and at the discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.
- 14.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period.
- 14.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.
- 14.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

## **SECTION - D**

### **BID REJECTION CRITERIA & BID EVALUATION CRITERIA**

#### **1.0 BID REJECTION CRITERIA :**

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

- 1.1 Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as non responsive and rejected.
- 1.2 Validity of the Bids shall be minimum 4 months (120 days). Bids with lesser validity will be rejected.
- 1.3 Bids received after bid closing date and time shall be rejected. Also, modification of Bids received after Bid Closing date/time shall not be considered.
- 1.4 Bidders shall quote directly and not through their agent in India. Offers made by their Indian Agents on behalf of their foreign Principals will be rejected. Similarly, Bids received from unsolicited parties shall be rejected.
- 1.5 The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.
- 1.6 Any offer containing incorrect statement will be rejected
- 1.7 Bids without original Bid Security as per Para 9.0 of Section A (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 10.0 of Section A (wherever called for) shall be rejected.
- 1.8 Bids not submitted in compliance with Special methods of submitting system mentioned in Para 12.1 of Section A (whenever applicable) will be rejected.
- 1.9 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.
- 1.10 Bids submitted without all the cost details required vide Para 7.1 of Section A will be rejected.
- 1.11 Bids not submitted in compliance with Para 7.10.2 of Section A regarding submission of samples (whenever applicable) will be rejected.

## **2.0 BID EVALUATION CRITERIA :**

- 2.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.
- 2.2 Each item shall be normally evaluated independently unless otherwise stated.
- 2.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 2.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 2.5 For conversion of foreign currencies into Indian Rupees, B. C. selling (Market) rate declared by State Bank of India (SBI) one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3 (three) months, then B.C. selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion.

## **3.0 COMPARISON OF OFFERS :**

### **3.1 WHEN ONLY FOREIGN BIDDERS ARE INVOLVED :**

Comparison of offers will be done on CIF Kolkata Port basis.

### **3.2 WHEN BOTH FOREIGN AND DOMESTIC BIDDERS ARE INVOLVED:**

- 3.2.1 The ex-works price of domestic bidder (inclusive of customs duty on imported raw materials and component etc. and applicable terminal excise duty on the finished products and Sales Tax) excluding inland transportation to destination and CIF landed price of foreign bidders (with customs duty as applicable on the bid closing date) excluding inland transportation to destination will be compared. However, for contracts for supply cum installation / erection / site assembly, or turnkey projects where bidder's responsibility includes inland transportation, the evaluation will be inclusive of inland transportation.

### **3.2.2 Price Preference:**

For capital goods, the domestic manufacturers would be accorded a price preference to offset CST to the extent of 4% or actual whichever is less subject to 30% local content norms as stipulated for World Bank Funded project to the satisfaction of OIL.

3.2.3 When more than one domestic bidders fall within price preference range, inter-se-ranking will be done on FOR destination basis.

3.2.4 If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

### **3.3 WHEN ONLY DOMESTIC BIDDERS ARE INVOLVED OR WHEN MORE THAN ONE DOMESTIC BIDDERS ARE IN CONTENTION IN CASE OF MIXED RESPONSE:**

Comparison of offers will be done on FOR destination basis by road (except for full rake load Chemicals/Cement/Tubular consignment or any other item specifically mentioned to be transported by rail only).

3.4 Insurance and banking charges (in India) will be assumed as 1.5% of the FOB prices in case of foreign offers. Extra 1% will be loaded on offers stipulating confirmed L/C at buyer's account. In case of domestic bidders, extra @ 0.5 % shall be loaded on F.O.R. despatching point value towards insurance charges to arrive at F.O.R. destination price, towards insurance charges.

3.5 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.

**3.6 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.**



#### **4.0 PURCHASE PREFERENCE :**

OIL reserves the right to allow to the Central Public Sector Enterprises, purchase preference facilities as admissible under the existing policy. However, the provisions are subject to change as per Govt. Guidelines and the provisions ruling at the time of bid (price bid in case of two bid/stage system) opening will be applicable. Bidders are requested to take a note of the latest guidelines of the Govt. in this regard on their own and quote accordingly.

- 5.0 In case of any conflict between the Rejection/Evaluation criteria stipulated in this Section with that given in the Invitation for Bid against specific Tender, those mentioned in the Invitation for Bid against specific Tender will prevail.

### **SECTION - E**

#### **SPECIAL TERMS & CONDITIONS** **FOR TUBULARS**

#### **1.0 MANUFACTURING DETAILS :**

- 1.1 Bidders must specify categorically in their offer if the following jobs in respect of the casing offered by them would be carried out by themselves.

i) Manufacture of the Green pipe ii) Manufacture of the Mother pipe iii) Manufacture of Coupling Stock/blanks iv) Threading of item (ii) or (iii) and End finishing jobs.

In case any or all the above jobs would be carried out in their plant, they must forward valid API certificate(s) issued in their name for respective job(s) together with the offer.

- 1.2 In case some of the above jobs are not carried out in their plant but would be carried out in some other works, the bidders must submit API certificate(s) issued in the vendors' name for respective job(s). These certificates must be furnished along with the offer.

**1.3.** Bidders doing none of the above jobs would be treated as supply house/traders. As supply house /traders to bid, they however must fulfill the criteria laid down in General terms and conditions (refer para 1.2 of Section A) to be eligible for bidding.

**1.3.1** They (Supply Houses/Traders) must forward the following certificates alongwith the offer failing which the offer will be rejected.

i) A certificate from the final manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder.

ii) Valid API certificates of the mills doing the respective jobs.

**1.3.2** It may be noted that no change in manufacturing mill will be allowed after placement of order.

**1.4** Bidders must clearly indicate the country of origin.

## **2.0 QUANTITY TOLERANCE :**

Bidders should note that, in the event of order, quantity tolerance of +0%/-2% of order quantity will be applicable.

## **3.0 ANTI DUMPING DUTY CLAUSE :**

**3.1** Government of India has imposed Anti Dumping Duty in respect of Casing, Linepipe and Tubing etc., used in drilling of oil or gas of an external diameter not exceeding 244.5 mm or 9.5/8 inches originating in or exported from Austria, Czech Republic, Russia, Ukraine and Romania . In case the product is offered from any of the parties/countries listed by Government of India in the Anti dumping duty notification or any other parties/Countries on whose product the Government of India may impose Anti Dumping Duties at any stage, the successful bidder will be required to undertake to pay the applicable Anti Dumping duties. In case of the foreign bidders, the amount involved in respect of Anti Dumping duty will have to be remitted to OIL within 15 days of receipt of the notice from OIL, whereas in case of indigenous bidders they should note that OIL will not be liable to reimburse any amount on account of Anti Dumping duty for the materials imported by them for execution of the contract.

**3.2** The bidders are required to categorically confirm that the goods offered will not originate/ be shipped from any of the above named countries or any of such countries on whose products Government of India may impose Anti Dumping duties at any stage and if so, the applicable Anti Dumping duty will be borne by them as mentioned above. In the event such a categoric confirmation is not made in the offer, the offer will be summarily rejected.

#### **4.0 PRICE BREAK-UP :**

**4.1** Foreign Bidders must furnish price details giving break up as under :

- i) Firm unit Ex-Works price of the quoted items and Currency.
- ii) Firm FOB/FCA component stating the port of Embarkation .
- iii) Firm Fright (ocean/air) upto Kolkata as required in the price schedule .
- iv) Third Party Inspection charges per metre.
- v) Any other Price component as applicable to the Tender.

**4.1.1** Foreign bidders are required to quote "Firm FOB" and "Firm C&F" price showing break up. Evaluation of foreign offers will be made considering "Firm C&F" price. Bidders not quoting "Firm FOB" and "Firm C&F" price will be rejected.

**4.1.2** In the event of order on foreign party, order may be placed on FOB or C&F terms at the discretion of OIL. Initially, order may be placed on FOB terms with an option to change to C&F terms for the quoted C&F value. It will be obligatory on the part of the bidder to agree to above terms.

**4.2** Indigenous bidders are to quote the following :

- i) Firm unit Ex-Works price of the quoted items and Currency.
- ii) Firm Packing and forwarding component stating the place of despatch.
- iii) Firm Freight as required in the price schedule stating nearest operating Rail head (despatching point)
- iv) Third Party Inspection charges per meter v) Duties, Taxes, if any.
- vi) Import content, if any ( Statement like "maximum import content" shall not be entertained and import content must be quantified clearly)
- vii) Any other Price component as applicable to the Tender.

#### **5.0 PLACEMENT OF ORDER :**

**5.1** In case of foreign bidders, order will be placed on FOB or C&F basis at the discretion of OIL. In case of indigenous bidder, order will normally be placed on FOR nearest Rail head basis, freight to pay by Rail for full rake load consignment. In case of small consignment (less than rake load) orders will normally be placed on Ex-works basis in which case goods are to be dispatched through our nominated carriers on freight to pay basis in which case loading at the dispatching point is to be done by suppliers without any additional charge. If suppliers make any request for change of mode of transportation from Rail to Road for full rake load consignment for any reason, OIL may consider allowing transportation by road subject to suppliers' agreement to bear the excess freight, if any.

**5.2** Notwithstanding above, OIL reserves the right to place orders on any terms at its discretion.

**6.0 SPECIFICATIONS :**

**6.1** The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.

**7.0 BID REJECTION CRITERIA :**

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following will have to be categorically confirmed in the bid without which the same will be considered as non-responsive and summarily rejected :-

- i) The tubular will bear API monogram.
- ii) The tubular will be brand new and of recent manufacture.
- iii) Certificate from the final manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder as per Para 1.3.1 ( applicable for Supply houses )
- iv) The goods offered will not originate in or exported from any of the countries as detailed in Para 3.0 (Anti dumping duty clause) above and if so the Anti Dumping Duty will be borne by the bidder.
- v) 'Firm FOB' and 'Firm C&F' price in case of foreign bidders.

- 8.0** For other terms and conditions, please refer to Section A to D. Terms and conditions incorporated above would prevail over the General Terms and conditions in case of any contradiction.

\*\*\*\*\*

**ANNEXURE - I**

**BID SUBMISSION PROFORMA**

**Tender No :**

**Oil**

**India Limited**

Dear Sirs,

I / We have understood and compiled with the “ Instructions to Bidders” at “Bid evaluation / Rejection Criteria” and the “General Terms and Conditions” for supply and have thoroughly examined and compiled with the specifications, drawings and / or pattern stipulated hereto and / are fully aware of the nature of the material required and my / our offer is to supply materials strictly in accordance with the requirements.

**Yours faithfully,**

**(SIGNATURE OF BIDDER)**

**ADDRESS :**

**DATED :**

**TELEPHONE NO :**

**FAX NO :**

**EMIAL ADDRESS :**

MM/RP/GLOBAL/E-01/2005 (42)

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

**ANNEXURE - II A**

**Price Schedule Proforma**

(Prices are to be quoted as per online format)

**ANNEXURE - II B**

**Price Schedule Proforma**

(Prices are to be quoted as per online format)

**ANNEXURE - III**

**PROFORMA EXCEPTION / DEVIATION**

**EXCEPTION / DEVIATION PERFORMA**

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement

:

- (a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

| Clause No. of Bidding Document | Full compliance/ not agreed | Exception/ deviations taken by the Bidders | Remark |
|--------------------------------|-----------------------------|--|--------|
|                                |                             |  |        |
|                                |                             |  |        |
|                                |                             |  |        |

**Signature of the Bidder**

**Name :**

**Seal of the company**

**ANNEXURE - IV**

**CHECK LIST**

MM/RPGLOBAL/E-01/2005

(45)



THE CHECK LIST MUST BE DULY FILLED UP COMPLETELY AND TO BE SUBMITTED ALONG WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE CROSS THE BOX WHICHEVER IS APPLICABLE.

**TECHNICAL**

**(Applicable to both Foreign Bidders and Indigenous Bidders)**

1.0 Whether necessary literature/catalogue of the equipment as well as spare parts thereof has been attached with the offer?

☐ Yes ☐ No ☐

2.0 Whether the product quoted is API approved and bears API monogram ? (if applicable)

☐ Yes ☐ No ☐ Not applicable ☐

3.0 Whether required sample asked in bidding document has been submitted along with the offer ?

☐ Yes ☐ No ☐ Not applicable ☐

4.0 If the sample has been asked for and the bidder is exempted from submission of sample, then whether exemption letter has been enclosed with the offer ?

☐ Yes ☐ No ☐ Not applicable ☐

5.0 Whether the materials being offered fully conform to the required technical specifications ?

Yes ☐ No ☐

6.0 If not, whether you have separately highlighted the deviation?

☐ Yes ☐ No ☐

## **COMMERCIAL**

### **(A) Applicable to both Foreign Bidders and Indegenous Bidders**

1.1 Whether requisite tender fee has been paid ?

☐ Yes ☐ No ☐ Not applicable ☐

1.2 If so, furnish the following :-

(i) Value

(ii) Mode of payment: ☐ Cheque/ Draft ☐ Cash ☐

2.1 Whether Original Bid Security has been forwarded (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

2.2 If so furnish the following:-

(i) Name of the Bank

(ii) Value (iii) Number

(iv) Date of issue

(v) Period of validity of the Bank Draft/Bank Guarantee/Letter of Credit.

(The validity of Bank Draft should not be less than 180 days).

3.0 In case the Bidder is a supply house, whether authorisation from the manufacturer, authorising him to bid, has been enclosed with the offer ?

☐ Yes ☐ No ☐ Not applicable ☐

4.0 Have you offered firm price?

☐ Yes ☐ No ☐

5.0 Have you specified currency of the quoted price?

☐ Yes ☐ No ☐

6.0 Whether the period of validity of the offer is as required in bidding document?

☐ Yes ☐ No ☐

7.0 Have you indicate firm delivery ?

8.0 Whether ☐ Yes ☐ No ☐ Original Bid Security has been forwarded in original (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

9.0 Whether confirmation regarding submission of performance Security has been furnished (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

10.0 Whether confirmation regarding Gurantee/ warranty has been furnished ?

☐ Yes ☐ No ☐

11.0 Whether Gross Weight / Volume of consignment has been furnished ?

☐ Yes ☐ No ☐

12.0 Whether the cost of Third party Inspection charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

13.0 Whether the cost of Installation/ erection / Commissioning at Site charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

14.0. Whether the cost of training of OIL personnel included in the prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

15.0 Has the statement incorporating the exceptions/deviations as per the proforma at Annexure – III, been prepared and enclosed with the offer?

☐ Yes ☐ No ☐

16.0 Has the bidder's past supplies proforma (Annexure – V) been carefully filled and enclosed with the offer ?

☐ Yes ☐ No

17.0. In case Antidumping Duty is applicable, whether confirmation to bear the Antidumping duty by the Bidder has been made in the Bid.

☐ Yes ☐ No ☐ Not applicable

18.0. If the Bidder is seeking business with OIL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past alongwith their performance report ?

☐ Yes ☐ No

19.0 Whether required sample asked in bidding document has been submitted alongwith the offer ?

☐ Yes ☐ No ☐ Not applicable

20.0. Confirm that all documents required in unpriced techno-commercial bid without prices are placed in unpriced folder.

☐ Yes ☐ No

21.0. Confirm that bid and all documents are signed using valid digital signatures issued by acceptable Certifying Authority (CA) as per Indian IT Act 2000.

☐ Yes ☐ No

**(B) Applicable to Foreign Bidders Only :**

22.0 Whether firm FOB/FCA price (Port of Shipment) has been quoted by foreign bidders?

☐ Yes ☐ No

23.0 In case of Air shipment, have you indicated FCA charges up to Gateway airport?

☐ Yes ☐ No ☐ Not applicable

24.0 Whether firm C&F prices (Calcutta Port) has been quoted by foreign bidders?

☐ Yes ☐ No ☐

25.0 Have you indicated details of Indian Agent specifying Name & address of the agent in India?

☐ Yes ☐ No ☐ Not applicable ☐

26.0 Whether amount of agency commission payable in non-convertible Indian currency consequent to this tender has been indicated?

☐ Yes ☐ No ☐ Not applicable ☐

27.0 Whether the agency commission is included in the price or payable extra has been highlighted?

☐ Yes ☐ No ☐ Not applicable ☐

28.0 If the Indian agent is to receive annual retainer fee, the details about the quantum has been furnished?

☐ Yes ☐ No ☐ Not applicable ☐

29.0 Has the country of origin of the items being offered, indicated ?

☐ Yes ☐ No ☐ Not applicable ☐

**(C) Applicable to Indigenous Bidders Only :**

30.0 Whether firm Ex-works and FOR destination prices have been quoted by indigenous bidders

☐ Yes ☐ No ☐

31.0 Have you indicated import content in your offer ?

☐ Yes ☐ No ☐

32.0 If the tendered item qualifies for Deemed Export Benefit, whether the Bidder has quoted their price after taking into account various incentives and concessions granted to them under Deemed Export Benefits Scheme?

☐ Yes ☐ No ☐ Not applicable ☐

33.0 Whether a copy of latest income tax clearance certificate has been enclosed ?

☐ Yes ☐ No ☐ Not applicable ☐

34.0 Whether details of your registration under Sale Tax/Central Sales Tax have been indicated in the offer?

☐ Yes ☐ No ☐

Offer Ref .. ..... Dated . ..... OIL's

Tender No. .. ..... Signed ... ..

For & on behalf of ... .....Designation . .....

## **ANNEXURE - V**

### **PROFORMA OF BIDDER'S PAST SUPPLIES**

| SL.NO | NAME &<br>ADDRESS OF<br>CLIENT | ORDER<br>NO. &<br>DATE | DESCRIPTION<br>DETAILS | TOTAL<br>QUANTITY<br>SUPPLIED<br>SUCCESSFULLY | TOTAL<br>QUANTITY<br>SUPPLIED<br>SUCCESSFULLY |
|-------|--------------------------------|------------------------|------------------------|---|---|
|       |                                |                        |                        |   |   |
|       |                                |                        |                        |   |   |
|       |                                |                        |                        |   |   |

-----  
-  
NOTE :- CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS  
PROFORMA

Signature of the Bidder

\_\_\_\_\_

Name\_ \_\_\_\_\_

\_\_\_\_\_

Seal of the Company

\_\_\_\_\_

**ANNEXURE - VI**

PERFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date

To,

The  
Oil India Ltd.,

(India)

Dear Sir,

Subject : **Tender No.**      **due on**

For \_\_\_\_\_ Mr \_\_\_\_\_ has been authorised  
to be present at the time of opening of above tender due on \_\_\_\_\_ at \_\_\_\_\_ on  
my/our behalf.

Yours faithfully

Signature of Bidder

Name: \_\_\_\_\_ Designation : \_\_\_\_\_  
For & on behalf of :

**Copy to:** Mr \_\_\_\_\_ for information and for production before the \_\_\_\_\_ (MM) \_\_\_\_\_ at the  
time of opening of bids.





**BID SECURITY FORM**

TO, OIL INDIA LIMITED  
Rajasthan Project  
2A, Saraswati Nagar, District Shopping  
Centre, Basni, Jodhpur- 342005  
RAJASTHAN (INDIA)

Whereas ..... (hereinafter called 'the Bidder') has submitted their Bid No. .... dated..... against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR, INDIA (hereinafter called the Purchaser), a tender No..... for the supply of .....

..... ( hereinafter called 'the Bid') KNOW ALL MEN by these presents

That we .....of .....  
having our registered office at .....  
(hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of .....  
for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this .....day of .....

**THE CONDITIONS of this obligation are :**

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder, or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity :
  - a) fails or refuses to accept the order ; or
  - b) fails or refuses to furnish the performance securityor
3. If the Bidder furnishes fraudulent document/information in their bid.

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

This guarantee will remain in force up to and including \_\_\_\_\_ ( *Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B.Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

*Signature& Seal of the Bank*

**PERFORMANCE SECURITY FORM**

TO,

OIL INDIA LIMITED

Rajasthan Project

2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-

342005 RAJASTHAN (INDIA)

WHEREAS.....  
(Name of the Seller)

(herein after called 'the Seller') has undertaken, in pursuance of Order No.  
.....dated...../...../..... to supply.....  
.....(description of Goods and Services)  
hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee :

THEREFORE we hereby affirm that we are Guarantors on responsible to you, on behalf of the seller, upto a total of..... (Amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of .....  
(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the ..... day of ..... ..

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B.Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

**Signature & Seal of the gurantors**

Date .....

.....

Witness

**FOREIGN CORRESPONDENT OF SBI**

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

- |     |             |                             |         |
|-----|-------------|-----------------------------|---------|
| 30. | Switzerland | Union Bank of Switzerland   |         |
| 31. | UK          | SBI, London                 |         |
| 32. | USA         | SBI, New York/ Los Angeles/ | Chicago |

## **ANNEXURE - IX B**

### **FOREIGN CORRESPONDENT OF ALLAHABAD BANK**

| <u>COUNTRY</u>  | <u>NAME OF BANK</u>              |
|-----------------|----------------------------------|
| 1. Australia    | Australia And New Zealand Bank   |
| 2. Austria      | Osterreichische Lander Bank A.G. |
| 3. Belgium      | Generale Bank                    |
| 4. Canada       | The Royal Bank of Canada         |
| 5. Denmark      | Copenhagen Handels Bank A.G.     |
| 6. France       | Credit Lyonnais                  |
| 7. Germany      | Deutsche Bank A.G.               |
| 8. Italy        | Credito Italiano                 |
| 9. Japan        | The Fuji Bank Limited            |
| 10. Netherlands | Amsterdam-Rotterdam Bank N.V.    |
| 11. Singapore   | SBI, Singapore                   |
| 12. Sweden      | Skandinaviska Enskilda Bankan    |
| 13. Switzerland | Union Bank of Switzerland        |
| 14. U.K.        | Barclays Bank PLC, London        |
|                 | Standard Chartered Bank, London  |
| 15. USA         | American Express Bank, New York  |
|                 | Citi Bank N.A. ,New York         |

## **ANNEXURE - X**

### **LIST OF GATEWAY AIRPORTS**

| <u>COUNTRY</u>         | <u>GATE WAY AIRPORT</u> |
|------------------------|-------------------------|
| 1. U.S.A. (EAST COAST) | NEWYORK                 |

|                        |   |
|------------------------|---|
| 2. U.S.A. (WEST COAST) | SFO / LAX   |
| 3. U.K.                | LONDON  |
| 4. FRANCE              | ROISSY  |
| 5. GERMANY             | FRANKFURT   |
| 6. CANADA              | TORONTO/MONTREAL/<br>EDMONTON/CALGARY/<br>VANCOUVER |
| 7. BELGIUM             | BRUSSELS  |
| 8. AUSTRALIA           | SYDNEY/MELBOURNE/<br>BRISBANE/PERTH                 |
| 9. DENMARK             | COPENHAGEN  |
| 10. NETHERLANDS        | AMSTERDAM   |
| 11. AUSTRIA            | VIENNA  |
| 12. SWITZERLAND        | ZURICH  |
| 13. SWEDEN             | STOCKHOLM   |
| 14. ITALY              | MILAN   |
| 15. HONG KONG          | HONG KONG   |
| 16. TAIWAN             | TAIPEI  |
| 17. JAPAN              | OSAKA / TOKYO                                       |
| 18. CHINA              | SHANGHAI  |
| 19. U.A.E.             | DUBAI   |
| 20. NORWAY             | OSLO  |
| 21. SINGAPORE          | CHANGI  |

## **ANNEXURE - XI**

### **DECLARATION CERTIFICATE BY THE THIRD PARTY INSPECTOR**

TO WHOM IT MAY CONCERN

This is to certify that following material and quantity offered to us for  
inspection by M/s \_\_\_\_\_ has been inspected by us as per scope  
of inspection mentioned in Oil India Limited's order no. \_\_\_\_\_  
dated \_\_\_\_\_ and passed by us for despatch.

Material :

Quantity passed :

Certificate No. : issued  
by us.

Date :

\_\_\_\_\_  
Signature of Third Party Inspector

Seal



**Amendment to General Terms and Conditions for Global  
Tender (MM/RP/GLOBAL/E-01/2005)**

**SECTION – A**

**A. Clause 2.4 of Section-A of General Terms and Condition of Global Tender (MM/GLOBAL/E-01/2005)**

**has been amended as under:**

**2.4 CANCELLATION OF TENDER - REFUND OF TENDER FEE**

In the event, a particular tender is cancelled the tender fee will not be refunded.

**B. Clause as para 7.1.8 of Section-A of General terms and Condition for Global Tender**

**(MM/RPGLOBAL/E01/2005) has been added as under:**

7.1.8 Bidder should submit copies of original documents defining the constitution or legal status, place of registration,

and principal place of business; written power of the signatory of the Bid to commit the Bidder.

**C. Clause 7.6 of Section-A of General Terms and Condition of Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:**

**7.6 DISCOUNT**

Prices should be quoted net of discount by the Bidders. However, discount of any type, if indicated separately, will be taken into account for evaluation. Conditional discount will not be considered for evaluation purpose.

**D. Clause as para 7.15.1 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E-01/2005) has been added as under:**

**7.15.1 WITHDRAWAL OF OFFER BY BIDDER**

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years.

**E. Clause as para 7.18 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E01/2005) has been added as under:**

**7.18 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT**

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

**F. Clause as para 7.19 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E01/2005) has been added as under:**

**7.19 BACKING OUT BY BIDDER AFTER ISSUE OF LETTER OF AWARD**

(LOA) In case the Bidder does not accept the LOA/Purchase Order issued within validity of their offer, the Bid Security (wherever applicable) shall be forfeited and the firm shall be debarred for 2(two) years.

**G. Clause 9.1.1 of Section-A of General Terms and Condition of Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:**

9.1.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT or an equivalent amount in freely convertible currency and shall be in the prescribed format (Annexure VII) as Bank Guarantee((BG) or a Bank Draft/Cashier Cheque or an irrevocable Letter of Credit (L/C) from any of the following Banks :

- a) Any Scheduled Indian Bank or
- b) Any Indian branch of a foreign Bank or
- c) Any reputed foreign Bank having correspondent bank in India

**Note :** In case of submission of demand draft/cashier cheque towards bid security by bidder, OIL shall encash demand draft/cashier cheque. In case of draft / cashier cheque in foreign currency, the encashed amount in Indian Rupees will only be refundable after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realization and the date of refund will be to bidder's account. However, the return of bid security will be governed by the terms and conditions of NIT.

**Amendment to General Terms and Conditions for Global  
Tender (MM/RP/GLOBAL/E-01/2005)**

- H. Clause 9.1.2 of Section-A of General Terms and Condition of Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:**
- 9.1.2 The Bank Guarantee / LC shall remain valid for the period indicated in the specific tender and shall be enforceable at Jodhpur/Delhi/Kolkata. **Clause 9.7 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:**e The Bid Security will be forfeited:
- I.**
- 9.8 **a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder**
- OR**
- b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.
- OR**
- c) If a bidder furnishes fraudulent document/information in their bid
- J. Clause 10.3 of Section-A of General Terms and Condition of Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:**
- 10.3 The Performance Security shall be denominated in the currency of the contract or in the equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the order date shall be in the form of a Bank Guarantee or irrevocable Letter of Credit from: a) Any Scheduled Indian Bank or  
b) Any Indian branch of a foreign Bank or  
c) Any reputed foreign Bank having correspondent bank in India and the Bank Guarantee shall be encashable in India.
- K. Clause as para 13.3 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E01/2005) has been added as under:**
- 13.3 In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- L. Clause 16.0 of Section-A of General Terms and Condition of Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:**
- 16.0 Timely submission of tenders is the responsibility of the bidder. Bidders are advised in their own interest to ensure that bid is uploaded in system well before the closing date and time of the bid.
- M. Clause as para 34.0 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E01/2005) has been added as under:**
- 34.0 SET-OFF:
- 34.1 Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

**SECTION – ‘C’**

- A. Clause as para 10.1.3 of Section-C of General terms and Condition for Global Tender (MM/RP/GLOBAL/01/2005) has been added as under:**

- 10.1.3 Bidders to note that OIL is presently having a road transportation contract for transportation of its goods from various places in India. Under the terms of the Contract, the transporter is required to lift the materials against any orders from the works of the suppliers if the gross weight of the consignment is more than 3 MT. However, if the gross weight of the consignment is less than 3 MT, it will be the responsibility of the supplier to deliver the goods to the office of the transporter located nearer to the supplier's works.

**Amendment to General Terms and Conditions for Global  
Tender (MM/RP/GLOBAL/E-01/2005)**

Bidders also to note that for small and sundry consignment having total gross weight less than 3 MT, the gross weight of each individual box should not exceed 300 KG for ease of handling.

Bidders to take note of the above while quoting their prices. Bidders however, to quote their own prices towards transportation of the goods from the point of despatch to THAIYAT-HAMIRA , Jaisalmer or Jodhpur or as asked for in tender for the purpose of evaluation of their bids. Bidders may contact OIL to know about the name of the contractor as well as its offices in the place of the bidder(s). Presently, M/s Western Carriers have been engaged by OIL as its transporter for carrying its goods to HAIYAT-HAMIRA , Jaisalmer or Jodhpur or as asked for in tender

OIL, however, reserves the right to transport the goods through its transporter. In the event OIL decides to transport the goods through its transporter, supplier must comply with the above instructions, wherever applicable and it will be obligatory on the part of the supplier to supply the goods complying to the norms specified. Any extra expenditure due to non-compliance of the above shall be to the account of the supplier.

**SECTION – ‘D’**

**A. Clauses as para 1.13 of Section-D of General terms and Condition for Global Tender (MM/RP/ GLOBAL/E-01/2005) has been added as under:**

- 1.13 Offers received without Integrity Pact (wherever applicable) duly signed by the authorised signatory of the bidder will be rejected.

**B. Clauses as para 4.1 of Section-D of General terms and Condition for Global Tender (MM/RP/ GLOBAL/E01/2005) has been added as under:**

- 4.1 OIL reserves the right to allow Small Scale Sectors registered with NSIC purchase preference facility as admissible as per existing Government Policy. The bidders are requested to check the latest position on the subject on their own and OIL does not accept any liability whatsoever, on this account.

**SECTION – ‘E’**

**A. Clauses in para 1.0 of Section-E of General terms and Condition for Global Tender (MM/RP/GLOBAL/E01/2005) for Special Terms & Conditions for Tubulars have been amended as under:**

**1.0 MANUFACTURING DETAILS**

- 1.1 Bidders must specify categorically in their offer if the following jobs in respect of the Casing / Tubing / Tubular offered by them would be carried out by themselves.
- i) Manufacture of the Green pipe (Unprocessed Plain End Pipe)
  - ii) Manufacture of the Mother/Processed pipe iii)
  - Manufacture of Coupling Stock/blanks iv) Manufacture of Coupling
  - v) Threading of item (ii) or (iii) and End finishing jobs.
- In case any or all the above jobs would be carried out in their plant, they must forward valid API certificate(s) issued in their name for respective job(s) together with the offer.
- 1.2 In case some of the above jobs are not carried out in their plant but would be carried out in some other works, the bidders must submit API certificate(s) issued in the vendors' name for respective job(s). These certificates must be furnished along with the offer.
- 1.3 Bidders doing none of the above jobs would be treated as supply house/traders. As supply house /traders to bid, they however must fulfil the criteria laid down in General terms and conditions (refer para 1.2 of Section A) to be eligible for bidding.
- 1.3.1 They (Supply Houses/Traders) must forward the following certificates along with the offer failing which the offer will be rejected.
- i) A certificate from the manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder.
  - ii) Valid API certificates from the manufacturer of Threaded and coupled API Casing / Tubing / Tubular.
- 1.3.2 It may be noted that no change in manufacturing mill will be allowed after placement of order. Bidder must confirm the same in their bid.

**Amendment to General Terms and Conditions for Global  
Tender (MM/RP/GLOBAL/E-01/2005)**

- 1.4 Bidders must clearly indicate the country of origin.
- 1.5 **Manufacturer's / Processor's / Threader's Experience:** Manufacturer / Processor / Threader of the offered item(s) should satisfy the following clauses along with documentary evidence which should be enclosed along with the techno-commercial bid:
- 1.5.a Minimum 5 (five) years of experience of manufacturing / processing / threading and ultimately supplying similar material (same or higher grade and same or higher outer diameter) to companies which are in the business of exploration and production of hydrocarbons. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid. Copies of API-5CT for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid.
- 1.5.b Should have manufactured / processed / threaded and ultimately supplied similar material (same or higher grade and same or higher outer diameter) at least 50% of tendered quantity of each item to companies which are in the business of exploration and production of hydrocarbons during the last 5 (five) Years. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.
- 1.5.c **Domestic manufacturer / processor** who have satisfactorily executed development orders placed by OIL for similar material (same or higher grade and same or higher outer diameter) would be considered as established sources for supply. Documents for satisfying BRC clause 1.5.a & 1.5.b above are not required to be submitted. However, the domestic manufacturer / processor should indicate the details of OIL's Purchase Order(s) executed by them and submit respective documentary evidence in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence. Such domestic manufacturers / processors should have valid API-5CT certificate for last 5 (five) years (i.e. continuous without having any break in between) and should be submitted along with the techno-commercial bid.
- 1.5.d Documentary evidence in respect of 1.5.a & 1.5.b above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the technocommercial bid.
- 1.5.e In case **bidder is a manufacturer** then he should have valid API-5CT certificate for last 5 (five) years (i.e. continuous without having any break in between) for manufacturing Threaded and Coupled API Casing / Tubing / Tubular and documentary evidence thereof should be submitted along with the techno-commercial bid. For this purpose the period reckoned shall be the period prior to the date of opening of the technocommercial bid.
- 1.5.f In case the bidder is **sole selling agent / distributor / dealer / supply house** of any API approved manufacturer, then bidder must furnish the following documents. Such bidder can offer the desired product only from API approved manufacturer having all the required authorization to manufacture Threaded and Coupled API Casing / Tubing / Tubular. (Bids from Sole selling agents / distributors / dealers / supply houses for processor or Threader will not be accepted.):
- i) Back-up authority cum Warranty letter in original on manufacturer's letter head, valid at the time of bidding which should remain valid during the entire execution period of the order, from the concerned manufacturer guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder and also authorized them to market their products.
  - ii) Copies of valid API-5CT certificate of manufacturer for the last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of the techno-commercial bid.
  - iii) Bidder should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom their Manufacturer has supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) years along with documentary evidence to satisfy above clause 1.5. For this purpose the period reckoned shall be the period prior to the date of opening of the technocommercial bid.

**Amendment to General Terms and Conditions for Global  
Tender (MM/RP/GLOBAL/E-01/2005)**

- iv) Documentary evidence in respect of (iii) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.
- 1.5.h In case the bidder is **API approved Processors / Threaders** who intend to purchase plain end pipes and coupling stock from other manufacturers and do heat treatment / threading - end finishing and testing should indicate the sources from where they intend to purchase plain end pipes and coupling stock and should also submit the following documents:
- i).a Copy of valid API-5CT certificate in favour of manufacturer of green pipes, coupling blank/ stock must be submitted with the bid.
- i).b Copy of valid API-5CT certificate in favour of manufacturer of coupling for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid in case the processor/ threader should purchase the coupling from other mills.
- ii) Copy of valid API-5CT certificate in favour of processor / threader to do heat treatment / threading – end finishing and testing of Casing / Tubing / Tubular for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid.
- iii) a. **Processors** must purchase the green pipes, coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid API-5CT certificates.
- iii) b. **Threaders** must purchase processed mother pipes & Coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid API-5CT certificates for last 5 (five) years (i.e. continuous without having any break in between) along with the techno commercial bid. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.
- iv) **Processors / Threaders** should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom they have supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) Years along with documentary evidence to satisfy above clause 1.5. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.
- v) Documentary evidence in respect of (iv) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.
- 1.5.i Documents in any language other than English should be got translated in English and the copy of the original version English translation should be got verified from any one of the following)
- i) Official of Indian Embassy / High Commission / Consulate General situated in the country where language has been translated. ii) Official of Embassy / High Commission / Consulate General of the country where language has been translated, in India.

**Note –**

1. Manufacturer/ manufacturing mentioned above mean Manufacturer/ manufacturing of Plain end Green Pipe, Coupling Stock through processing and threading to finished Threaded or Coupled Casing / Tubing / Tubular.
2. No change in API mill(s) other than those indicated in the techno-commercial bid will be allowed after placement of order.

**B. Clauses in para 7.0 (iii) of Section-E (BID REJECTION CRITERIA) of General terms and Condition for Global Tender (MM/RP/GLOBAL/E-01/2005) have been amended as under:**

Bidder should satisfy the clauses stipulated in Para 1.0 under Section – E of General terms and Condition for Global Tender (MM/RP/GLOBAL/E-01/2005).

**Amendment to General Terms and Conditions for Global  
Tender (MM/RP/GLOBAL/E-01/2005)**

**ANNEXURE - VII**

**A. Clauses in “THE CONDITIONS of this obligation are:” of ANNEXURE – VII of General terms and Condition for Global Tender (MM/ RP/GLOBAL/E-01/2005) has been added as under:**

**THE CONDITIONS of this obligation are:**

3. If the Bidder furnishes fraudulent document/information in their bid.

**B. The last para of ANNEXURE – VII of General terms and Condition for Global Tender (MM/RP GLOBAL/E01/2005) has been amended as under:**

This guarantee will remain in force up to and including \_\_\_\_\_ ( *Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

**SECTION A, SECTION C & SECTION D**

**The following New Clause of General terms and Condition for Global Tender (MM/RP/ GLOBAL/01/2005) has been added:**

**Public Procurement Policy for Micro and Small Enterprises (MSEs)**

Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1<sup>st</sup> April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises.

The Public Procurement Policy shall apply to Micro and Small Enterprises registered with:

- (i) District Industries Centers or
- (ii) Khadi and Village Industries Commission or
- (iii) Khadi and Village Industries Board or
- (iv) Coir Board or
- (v) National Small Industries Corporation or
- (vi) Directorate of Handicrafts and Handloom or
- (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises

**2.0 Classification of Micro, Small and Medium Enterprises(MSME) for supply of Goods :**

In the case of the enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, as:

- (a) A Micro enterprise, where the investment in plant and machinery does not exceed twenty five lakh rupees.
- (b) A Small enterprise, where the investment in plant and machinery is more than twenty five lakh rupees but does not exceed five crore rupees.
- (c) A Medium enterprise, where the investment in plant and machinery is more than five crore rupees but does not exceed ten crore rupees.

**2.1 The MSEs owned by SC/ST entrepreneurs shall mean:**

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

**Amendment to General Terms and Conditions for Global  
Tender (MM/RP/GLOBAL/E-01/2005)**

3.0 Benefits to Micro and Small Enterprises :

i) Exemption from payment of Tender Fee :

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

ii) Exemption from submission of Earnest Money/Bid Security :

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

4.0 Documents Required to be submitted by MSEs : Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

5.0 Performance Security : Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

6.0 Purchase Preference to Micro and Small Enterprises:

Purchase preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME :

In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply 100% of tendered value at the L1 price.

A target of 4% out of 100% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs.

In case of more than one such MSE qualifying for 15% purchase preference, the 100% supply shall be shared equally amongst such MSEs. However, in the opinion of OIL if tendered items are non-splitable or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

-----X Dec-2015 X-----

## **AMENDMENT DTD. 25.04.2016 TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS (MM/ GLOBAL/E 017/2005 JULY2012)**

:6102.30.71 morf evitceffe eb ot deussi si tnemdnemA gniwolloF

- a) Clause no. 7.7 in Section –A, “Change in Quantity” stands amended as under:  
*“OIL reserves the right to increase / decrease the quantity up to +/-20% at the time of placement of order. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates.”*
- b) Clause no. 7.15 (Section – A), “Validity of Bids” stands amended as under:  
*“Validity of the bid shall be at least up to the validity mentioned in the tender document. If nothing is mentioned by the bidder in their offer, it will be presumed that the offer is valid as asked for in the tender document. Bids with lesser validity shall be rejected straightway.”*
- c) Clause no. 9.0 (Section – A), “Bid security” stands amended as under:
- “9.0 BID SECURITY:  
(Note : This Clause is applicable only in case of tenders wherever specifically mentioned)*
- 9.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 9.8.*
- 9.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the “Forwarding Letter/Covering Letter” of the bid document or an equivalent amount in other freely convertible currency and shall be in any one of the following forms:*
- (a) A Bank Guarantee or Confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-III. Bank Guarantee/ Letter of Credit issued from any of the following Banks only will be accepted:*
- i) Any scheduled Bank incorporated in India or*  
*ii) Any branch of an International/Foreign Bank located in India and registered with Reserve Bank of India as schedule foreign bank or*  
*iii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India or*



- iv) *A confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-IV/Proforma-F duly confirmed by Indian Scheduled Bank, will be acceptable from foreign bidders or*
- v) *Bank Guarantee issued from Banks of Indian origin situated in the country of the Foreign bidder.*

*Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the bidder.*

*The Bank Guarantee/LC shall be valid for 90 days beyond the validity of the bids specified in the Bid Document.*

*Bank Guarantee/Letter of Credit with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee/Letter of Credit will be liable for rejection.*

- (b) *A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Duliagan, Assam.*

*(Note : In case of submission of Demand Draft/Cashier Cheque towards Bid Security by bidder, OIL shall encash the Demand Draft/Cashier Cheque. In case of Demand Draft/Cashier Cheque in foreign currency, the encashed amount in Indian Rupees will only be refunded after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realisation and the date of refund will be to bidder's account. However, the return of Bid Security will be governed by the terms and conditions of the Bid Document.)*

- (c) *Online direct deposit of Bid Security amount in OIL's bank account through e-procurement portal in case of e-tender.*

*(Note : In case of online submission of Bid Security by bidder, , the amount will only be refunded only after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realisation and the date of refund will be to bidder's account. However, the return of Bid Security will be governed by the terms and conditions of the Bid Document.)*

- 9.3 Any bid not accompanied by a proper Bid Security in Original secured in accordance with sub-clause 9.2 above shall be rejected outright by the Company as non-responsive without any further reference.
- 9.4 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.
- 9.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 9.6 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- 9.7 The Bank Guarantees should be enforceable at all branches of the issuing Bank within India and preferably at Duliajan, Assam.
- 9.8 The Bid Security shall be forfeited:
- i) If a bidder withdraws their Bid during the period of bid validity specified by the bidder or any extension thereof agreed to by the bidder, and/or
  - ii) If the bidder having been notified of the acceptance of their bid by Company during the validity period of the bid including extension agreed to by the bidder:
    - a) Fails or refuses to accept the LOI/LOA/Order/Contract and/or
    - b) Fails or refuses to furnish Performance Securityand/or
  - iii) If a bidder furnishes fraudulent document/information in their bid and subsequent clarification against the tender/Purchase order/Contract.
- 9.9 The scan copy of the original Bid Security in the form of either Bank Guarantee or LC or Cashier Cheque or Bank Draft shall be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of DGM (Materials), Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach DGM (Materials) on or before 13.00 Hrs(IST) on the Bid

*Closing date or any other date and time specifically mentioned in the tender failing which the bid shall be rejected outright.*

- 9.10 Unsuccessful Bidder's Bid Security will be returned within 30 days after finalization of the tender. However, in case of Two Bid tenders, Bid Security of the technically rejected bidders shall be returned after the priced bid opening of the acceptable bids.*
- 9.11 Successful Bidder's Bid Security will be returned upon Bidder's furnishing the valid and proper Performance Security to OIL. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 10.3 & 10.4 below is furnished.*
- 9.12 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.*
- 9.13 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.*
- 9.14 If it is found that a bidder has furnished fraudulent document/ information, the Bid Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.*
- 9.15 In case a bidder does not accept the LOI/Purchase Order/LOA issued within the validity of their offer, the Bid Security(if applicable) shall be forfeited and the party shall be debarred for a period of 2(two) years.*
- 9.16 EXEMPTION FROM SUBMISSION OF BID SECURITY:*
- 9.16.1 Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security. Bidders registered with DGS&D and MSE units(and not their dealers/distributors) which are themselves registered with District Industry Center or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or any other*

*body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item(s)/services for which tender has been invited and provided they submit offer for their own products/services. However, the valid registration certificate issued by the authorities as above and indicating the category of item/services and the monetary limit for which they are registered must be submitted by the bidders along with their bids(Technical) without which the bidders will not be entitled for the exemption.”*

d) Clause no. 10.0 (Section – A), “Performance security” stands amended as under:

**“10.0 PERFORMANCE SECURITY:**

*(Note : This clause is applicable only in case of tenders/Purchase Orders/Contracts wherever specifically mentioned)*

*10.1 The successful bidder shall furnish to Company the Performance Security in the form enclosed (Annexure VIII) herewith within 30 days of receipt of the formal purchase order by the successful bidder failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.*

*10.2 The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the LOI/Purchase Order. The amount of Performance Security in case of Procurement of Goods shall be 10% of order value (unless specified otherwise).*

*10.3 The Performance Security shall be denominated in the currency of the Purchase Order or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the Purchase order date and shall be in any one of the following forms :*

*(a) A Bank Guarantee or Confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-III. Bank Guarantee/LC issued from any of the following Banks only will be accepted:*

- i) Any scheduled Bank incorporated in India or*
- ii) Any branch of an International/Foreign Bank located in India and registered with Reserve Bank of India as schedule foreign bank or*
- iii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India or*

- iv) *A confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-IV duly confirmed by Indian Nationalised/Scheduled Bank, will be acceptable from foreign bidders or*
- v) *Bank Guarantee issued from Banks of Indian origin situated in the country of the Foreign bidder.*

*Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.*

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

- (b) *A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Duliajan, Assam.*

*(Note : In case of submission of Demand Draft/Cashier Cheque towards Performance Security by the seller, OIL shall encash the Demand Draft/Cashier Cheque. In case of Demand Draft/ Cashier Cheque in foreign currency, the encashed amount in Indian Rupees will only be refunded after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realisation and the date of refund will be to bidder's account. However, the return of Performance Security will be governed by the terms and conditions of the Bid Document/Purchase Order/Contract.)*

- 10.4 *The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement. The Performance Security will be discharged by Company not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension of the Warranty period of the Purchase Order/Contract, Bank Guarantee should be extended by the Seller/Contractor by the equivalent period.*
- 10.5 *The Performance Security shall be payable to Company as compensation for any loss resulting from Supplier's/Contractor's failure to fulfil its obligations under the order/Contract.*
- 10.6 *The Performance Security will not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.*

- 10.7 *The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.*
- 10.8 *Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.*
- 10.9 *In the event of Seller's/Bidder's failure to discharge their obligations under the order/Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.*
- 10.10 *In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.*
- 10.11 *The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.*
- 10.12 *The supplier/contractor will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller/contractor's cost.*
- 10.13 *If it is found that a bidder/Seller/Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced."*
- e) Clause no. 20.0 (Section – A), "Purchaser's Right to Accept Any Bid and to Reject Any or All Bids" stands amended as under:

*“20.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL’s action.”*

f) Clause no. 1.2 (Section – D) stands amended as under:

*“Validity of the bid shall be at least up to the validity mentioned in the tender document. Bids with lesser validity shall be rejected straightway.”*

g) Clause no. 13.3 of K in Section – A under Amendment to General Terms and Conditions **stands deleted**.

h) Clause no. 1.13 of A in Section – D under Amendment to General Terms and Conditions stands amended as under:

*“Offer shall be rejected straightaway without seeking clarification in case the party refuses to sign Integrity Pact.”*

i) The following clause is added under Section – D (BID REJECTION CRITERIA & BID EVALUATION CRITERIA)

*1.14 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be liable for rejection:*

- i. Guarantee of Material clause*
- ii. Force Majeure Clause*
- iii. Arbitration Clause*
- iv. Acceptance of Jurisdiction and Applicable Law clause*
- v. Liquidated damage and penalty clause*
- vi. Integrity Pact clause*
- vii. Delivery Period clause*

--xx March, 2016xx--

## **AMENDMENT TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS (MM/GLOBAL/E - 01/2005 - JULY2012)**

The Clause No. 3.0 in the Section-E(Special Terms & Conditions for Tubulars) of "General Terms And Conditions For Global Tender"(MM/GLOBAL/E-01/2005-July2012) on 'Anti-Dumping Duty' stands deleted. In its place, the following new Anti-Dumping Duty shall be applicable :"

### **Anti-Dumping Duty :**

i) Government of India vide Notification No. 18/2016-Customs(ADD) dated 17.05.2016 has imposed Anti-Dumping Duty in respect of Seamless Pipes & Tubes, of an external diameter not exceeding 355.6 mm or 14" OD originating in, or exported from the People's Republic of China and imported into India. In case the product offered is exported by from any of the parties from People's Republic of China or originating from People's Republic of China and imported into India, the Anti-Dumping Duty shall be applicable.

The Anti-Dumping Duty on shall be at a rate which is equivalent to difference between the landed value of the subject goods and the amount mentioned in the corresponding entry in column(9) of the table furnished vide aforementioned Notification provided the landed value is less than the value specified in column(9) and in the currency and as per unit of measurement as specified in the above Notification.

The Anti-Dumping Duty so calculated as per the above Notification shall be loaded on the CIF Landed value of such Foreign bidders(with Customs Duty as applicable on the Bid Closing Date of the Tender) excluding inland transportation to destination, on whom the Anti-Dumping Duty is applicable. The evaluation of the offers will be done after loading the offers as above. Foreign bidders are required to indicate the gross/nett weight of the goods offered by them originating in, or exported from the People's Republic of China and imported into India, in MT in their Technical Bids for the purpose of calculation of the Anti-Dumping Duty amount.

In case of the indigenous bidders, they should note that OIL will not be liable to reimburse any amount on account of Anti-Dumping duty for the materials imported by them from People's Republic of China for execution of the contract and any Anti-Dumping Duty payable against import by them from People's Republic of China shall be to their account. Indigenous bidders are required to categorically confirm acceptance of the same in their Technical bids failing which offers will be liable for rejection.

ii) All bidders must categorically mention the country of origin of the products offered by them in their offers. In the event categorical mention



of country of origin of their offered products is not made in their offer, the offer will be summarily rejected.

iii) The anti-dumping duty imposed under this Notification shall be effective for a period not exceeding six months (unless revoked, superseded or amended earlier) from the date of publication of the Notification in the Official Gazette and shall be paid in Indian currency.

Bidders to refer to Ministry of Finance, Govt. of India's Notification No. 18/2016-Customs(ADD) dated 17.05.2016 for detailed guidelines in this regard."

**NOTE: PERFORMA OF BID SECURITY FORM AND PERFORMANCE SECURITY FORM HAS BEEN CHANGED AND NEW FORMAT HAS BEEN ADDED VIDE ANNEXURE VII & ANNEXURE VIII RESPECTIVELY. EARLIER FORMAT STANDS DELETED.**

AMENDMENT TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS  
(MM/GLOBAL/E-01/2005-JULY2012)

Clause No. 5.1 (sea shipment) of Section B-Special Terms and conditions for Foreign Bidders only has been amended for incorporating additional clauses 5.1.1, 5.1.2 & 5.1.3 as under:

5.1.1 OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the party in their offer. In case the order is converted to C&F Kolkata port, the Performance Security amount, if applicable, shall also be enhanced considering the quoted ocean freight charges.

5.1.2 Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single window facility having office of local agent in India at Kolkata and offer 14 days free detention time of containers at discharging port.

5.1.3 Bidder should note that in case of C&F order for Tubulars, the same to be supplied in break bulk condition under deck and not through Container load.

Bidder should take note of the above in regard to shipment of the goods in the event of placement of order on them and shall quote the ocean freight charges in their bids and shall categorically confirm acceptance to the above in their offers/Technical bids.

## **ADDENDUM TO THE GENERAL TERM & CONDITION**

- 1.0 As per present Import Policy (Reference Customs Notification No. 12/2012 Cus dated 17.03.2012, Sl. No. 356, as amended from time to time), applicable customs duty is “Nil” for import of specified goods for use in areas under PEL/ML issued or renewed after 1.4.99 on nomination basis.

The item(s) covered by this tender qualifies for above concessional Customs Duty.

- 2.0 Deemed Export benefits (Applicable only for Domestic Bidders).

- 2.1 As per Export, Import policy in vogue, supplies of goods to any project or purpose in respect of which the Ministry of Finance, by a Notification, permits the import of such goods at Zero Customs Duty (Para 8.2(f) of EXIM Policy) is eligible for Deemed Export, provided the goods are manufactured in India. Further, as per Para 8.4.5 of Handbook of Procedures, the benefits of Deemed Export under para 8.2(f) of the policy shall be applicable in respect of items, import of which is allowed by the Department of Revenue at Zero Customs Duty subject to fulfilment of conditions specified under Customs Notification no. 12/2012, as amended from time to time.

- 2.2 The benefits available under Deemed Export are as under:

- a) Advance Licence for intermediate Supply/Deemed Export/DFRC for Intermediate supplies.
- b) Deemed Export draw back
- c) Exemption from Terminal Excise Duty.

Further, as per Notification no. 12/2012-Central Excise dated 17.03.2012 (Sl. No. 336, Excise Duty is “Nil” for the tendered item(s) since the goods are exempted from the duties of Customs.

- 2.3 In case of domestic bidders, the Terminal Excise Duty being exempted (Under Deemed Export Benefits) will not be paid by OIL and bidders are to quote their prices according. OIL will provide necessary documents as per the Government Policy.
- 2.4 The domestic bidders will quote net price after taking into account the above Deemed Export benefits as applicable and bids will be evaluated accordingly. The bidders are requested to check the latest position on the subject on their own and OIL shall not accept any liability, whatsoever, on this account.

Performa for Irrevocable Letter of Credit

(Advising Bank)  
State Bank of India

-----  
-----  
(India)

To,  
(Beneficiary)  
Oil India Ltd.

-----  
----- (India)

Irrevocable and confirmed Letter of Credit No. ....

Amount : US\$

Validity of this Irrevocable : .....(in India)  
Letter of Credit (90 days beyond validity of offer)

Dear Sir,

You are hereby authorised to draw on ..... (Name of Applicant with full address) for a sum not exceeding ..... Available by your demand letter (draft) on them at sight drawn for ..... US\$ accompanied by a certificate by Oil India Ltd., with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):

- a) If the bidder withdraws their bid during the period of bid validity specified by the bidder, or
- b) If the bidder, having been notified of the acceptance of their bid by the purchaser during the period of bid validity :
  - i) Fails or refuses to accept the order, or
  - ii) Fails or refuses to furnish the performance security, or
- c) If the bidder furnishes fraudulent document/information in their bid.

2. This Irrevocable Letter of Credit has been established towards Bid Security against Tender No. .... for .....(item).

3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.

4. This credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.

5. Please obtain reimbursement as under:

-----  
-----

6. All foreign as well as Indian bank charges will be on the account of M/s ..... (Applicant).

Counter Signature

For .....  
Authorised Signature  
(Original Bank)