



FORWARDING LETTER

TENDER NO. **SJG7545P16**

DATE: **17.06.2015**

INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM

Dear Sirs,

OIL invites Bids for the Procurement of 88.9mm (3½") OD Austenitic Stainless Steel, Seamless Line Pipes through its e-Procurement site under International Competitive Bidding - Single Stage TWO BID System. The bidding documents and other terms and conditions are available at Booklet No. MM/RP/GLOBAL/E01/2005. The prescribed Bid Forms for submission of bids are available in the tender document folder.

The general details of tender can be viewed by opening the RFx [Tender no.] under RFx and Auctions page. The details of items tendered can be found under Item tab and details can be found under Technical RFX.

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 1A**.

THE TENDER WILL BE GOVERNED BY:

- a) **%General Terms & Conditions+** for e-Procurement as per Booklet No. MM/RP/GLOBAL/E01/2005 for E-procurement (ICB Tenders). Special attention to the bidders is drawn to Section . E of the document.
- b) Technical specifications, Quantity and Notes for Line Pipe as per **ANNEXURE 1A**.
- 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** must be filled-up and submitted along with the technical bid.
- d) **The items covered by this tender do not qualify for NIL Customs Duty. Hence, OIL shall not issue Essentiality Certificate and Project Authority Certificate. Bidders are requested to take note of same while submitting their offer.**
- e) 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.
- f) 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).

- g) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL's website (**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.

SPECIAL NOTE:

- 1.0 Application showing full address/email address with Tender Fee (Non-refundable) of INR 4500.00 OR USD 100.00 in favour of **OIL INDIA LIMITED** and payable at **JODHPUR** is to be submitted to CHIEF MANAGER (M&C), Oil India Limited, Rajasthan Project, 2A, District Shopping Centre, Saraswati Nagar, Basni, Rajasthan (India)- 342005 only between 29.06.2015 and 25.08.2015 i.e. one week prior to the scheduled bid closing date. The envelope containing the application for participation should clearly indicate **REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO SJG7545P16+** for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, **USER_ID** and initial **PASSWORD** will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. 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 been also provided through OIL's web site www.oil-india.com.

Tender Fee may also be paid online upto one week prior to the bid closing date (or as amended in e-portal).

NOTE: PSUs and SSI units for the items they are registered with NSIC are provided **USER_ID** and **PASSWORD** Free of Cost (as per govt guidelines), however they have to apply to OIL's designated office to issue **USER_ID** and **PASSWORD** on or before 25.08.2015.

- 2.0 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, Rajasthan** on or before **15:00 Hrs (IST)** on the Bid Closing Date mentioned in the Tender.
- a) Original Bid Security.
 - b) Detailed Catalogue.
 - c) Any other document required to be submitted in original as per tender requirement.

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

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

- 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 15:00 Hrs (IST) on the bid closing date failing which the offer shall be rejected.
- 6.0 **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.
- 7.0 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> User - > Technical Bid 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 RFx Response.**
- 8.0 The **PRICE BID** must contain the price schedule and the bidder's commercial terms and conditions. **The prices of the items should be quoted in "Conditions Tab".**
- 9.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 10.0 Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both can not 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.
- 11.0 **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.

NOTE:

Bidders should submit their bids explicitly mentioning compliance / non compliance to all the NIT terms and conditions.

Yours faithfully,
OIL INDIA LIMITED

Sd/-

(KRISHNA MOHAN KUMAR)
DY. MATERIALS MANAGER
FOR HEAD-SERVICES
FOR EXECUTIVE DIRECTOR(RP)



ANNEXURE - I A

Tender No & Date : SJG7545P16 DATE: 17.06.2015

Tender Fee : INR 4500.00 OR USD 100.00

Bid Security Amount : INR 1,27,10,000.00 OR USD 1,96,400.00
(Or equivalent amount in any currency)

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Bid Closing on : 01.09.2015 at 11.00 Hrs. IST

Technical Bid Opening on : 01.09.2015 at 15.00 Hrs. IST
(For extended Bid Closing/Technical Bid Opening date,
please refer to the basic data of e-tender portal)

Bid Validity : Bid should be valid for 180 days from bid closing date.

Bid Bond Validity : Bid Bond should be valid up to 01.09.2016
**(Bid bond format has been changed. Please submit bid
bond as per revised format provided in MM/RP/GLOBAL/E0-
1/2005 failing which offer will be rejected)**

Performance Guarantee : Applicable @ 10% of ORDER VALUE

Integrity Pact : Applicable

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

AA. TECHNICAL SPECIFICATIONS WITH QUANTITY

SL. NO. & MATERIAL CODE	MATERIAL DESCRIPTION	QUANTITY	UNIT
10 ----- OC000683	STAINLESS STEEL, SEAMLESS LINE PIPE Materials Description: Austenitic Stainless Steel, Seamless Line Pipe, ASME SA-312, Grade TP 304L, 88.9mm(3½") OD, 7.62mm(0.3") Wall thickness, Schedule-80S, 15.30kg/mtr Nominal Weight, Bevel ended conforming to the following: a) Type of Pipe: Seamless b) Material Grade: ASTM SA 312-TP 304L closed grained	79,000	MTRS.

	<p>c) End Finish: Bevel Ends</p> <p>d) Length: Approximately 10-12 meters min/max. length</p> <p>e) Chemical Composition: As per table 1 of SA-312/SA-312M for TP304L Grade</p> <p>f) Working pressure: 211 Kg/Sq.cm.(3000 PSI)</p> <p>g) Hydraulic Test Pressure: 1.5 times of W.P.</p> <p>h) Test Report Requirement: The Manufacturer's Certificate, that material has been Manufactured, Sampled, Tested, Inspected in accordance with SA-312/ SA-312M, is required. The certificate shall include a report of Chemical Test Analysis, Mechanical Test, Product Analysis, Non-Destructive Test in accordance with specification ASTM A999/A999M-11 etc.</p> <p>i) Each length of pipe shall be legibly marked with manufacturer's name of brand specification number and grade.</p> <p>j) Identification mark as OILQ at both ends of each joint of pipe within a distance of one meter from the ends must be marked.</p> <p><u>Note: The item does not qualify for NIL Customs Duty.</u></p>		
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DELIVERY: Bidders to quote best delivery period. Maximum delivery period allowed is Six(06) months.

BB. STANDARD NOTES:

- 1) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the TECHNICAL UNPRICED BID and PRICED BID bid through electronic form in the OILQ e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The TECHNICAL UNPRICED BID is to be submitted as per Scope of Work & Technical Specification of the tender and PRICED BID as per the **Online Price Bid format**.
- 2) In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that TECHNICAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFX Response-> User - > Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFX Response-> User - > Technical Bid only. The PRICE BID must contain the price schedule and the bidder's commercial terms and conditions. The prices of the items should be quoted in Conditions Tab.
- 3) **Bid should be valid for 180 days from bid closing date, failing which offer shall be rejected.** Therefore, please ignore the minimum validity mentioned in the General Terms and Condition of Global Tender (MM/RP/GLOBAL/E-01/2005).
- 4) The original bid security (Amount is mentioned above and also in Rfx Parameters of the tender in OILQ e-portal) should reach us before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the Technical RFX Response-> User - > Technical Bid as per clause

9.8 of Section A General Terms and conditions for Global Tender (MM/RP/GLOBAL/E-01/2005). **The bid security shall be valid up to 01.09.2016. Please submit bid bond as per revised format.**

- 5) **Performance Security 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).
- 6) **PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE. THE TECHNICALLY ACCEPTABLE BIDDERS WILL BE INFORMED BEFORE OPENING OF THE "PRICED BID".**
- 7) 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.
- 8) 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.
- 9) All the Bids must be Digitally Signed using %Class 3+ digital certificate (*e-commerce application*) only 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, will be liable for rejection.
- 10) General terms and conditions of Global tender (MM/RP/GLOBAL/E-01/2005) is uploaded. Special attentions to Bidders are drawn to the Section E of above document.
- 11) **The Integrity Pact is applicable against this tender.** Therefore, please attach the Integrity Pact document duly signed along with your quotation as per BRC. The name of the OIL's Independent External Monitor at present is as under:

1. SHRI RAGHAW SHARAN PANDEY, IAS (Retd.),
e-Mail ID : rspandey_99@yahoo.com

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

Their email ids are also furnished in OIL's website, www.oil-india.com

- 12) 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.

CC. BID REJECTION / BID EVALUATION CRITERIA:

A) All BEC/BRC criteria stipulated in MM//RP/GLOBAL/E-01/2005 (for E-Procurement ICB Tender Section "D" and Clause No. 7.0 of Section "E") shall be applicable.

B). Standard Notes:

1.0 All the sections (A, B, C, D and E) of Global tender (document no. MM//RP/GLOBAL/E-01/2005) shall be applicable.

2.0 In case of Indigenous bidder, the evaluation of offers will be made on FOR Hamira, Jaisalmer basis considering Road Freight. Indigenous Bidder must indicate handling charge, if any. If any Indigenous Bidder does not indicate the handling charge, their offer will be liable for rejection.

3.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under 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.

4.0 Requirement is urgent. Bidders are requested to quote their best delivery.

5.0 Item shall be brand new, unused & of prime quality. Bidder shall warrant (in the event of order) that the product supplied will be free from all defects & fault in material, workmanship and manufacture and shall be in full conformity with ordered specification. This clause shall be valid for 12 months from the date of despatch/shipment. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expenses. Bidders must confirm the same in their quotation.

6.0 Foreign Bidders shall quote Material Value, FOB Charges upto port of shipment, Total FOB value, Third Party Inspection per meter (to be indicated separately), Ocean Freight Charges upto Kolkata & Mumbai, best possible delivery period, Payment terms, Port of shipment, Country of Origin, Indian Agent's Name as well as its Commission (if any), Nett & Gross weight of the consignment etc.

7.0 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.

8.0 The Port of unloading is Kolkata or Mumbai Port, India (for Foreign Bidder).

9.0 Indigenous Bidder shall quote Unit Material value, Packing /Forwarding Charges, Taxes & Duties, Transportation Charges considering Road Freight upto Thaiyat-Hamira (which is approx. 25 Km. from Jaisalmer town, Rajasthan), Delivery period, Payment terms, etc. Indigenous Bidder must indicate handling charge, if any.

10.0 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

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

D) 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.

E) 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.**

DD. GENERAL NOTES

1.0 SPECIFICATIONS:

1.1 Line pipes must be manufactured as per ASME SA-312 (Grade TP-304L) and shall conform to Specification A999/A999M, latest edition.

1.2 The pipes shall be brand new, unused and of prime quality and in 10-12 meters lengths. The pipes shall be free of scale & contaminating exogenous iron particles.

1.3 The offer must contain detailed description of the materials. Insufficient description will lead to rejection of the offer.

2.0 MILL INSPECTION/CERTIFICATION:

All line pipes must be manufactured, tested and certified in accordance with relevant ASME SA-312 Specifications (latest edition).

3.0 PHYSICAL/CHEMICAL TESTS:

The following tests shall be carried out on each heat of steel from which the pipes are manufactured as per ASME SA-312 and test results thereof shall be submitted to OIL.

- i) Chemical Analysis
- ii) Heat Analysis
- iii) Product Analysis
- iv) Recheck Analysis
- v) Mill Control Check Analysis
- vi) Tensile Tests
- vii) Yield Strength Test
- viii) Mill Control Tensile Test
- ix) Dimension and Weight Test including drift and straightness.

3.1 While conducting the above tests, if any one of them fails, retest of the same shall be carried out as per ASME SA-312.

3.2 Hydrostatic Test:

Each joint of pipe shall be tested hydrostatically to the recommended pressure at the mill in accordance with the ASME Specification A999/A999M.

3.3 Non-Destructive Test:

Non-destructive tests shall be carried out as specified in ASME Specification A999/A999M.

3.4 Bidders shall submit details of mill's inspection and QC method available along with the bid.

4.0 IDENTIFICATION MARK:

4.1 Marking is to be done each joint as per ASME Specification A999/A999M covering, manufacturer's mark/name, size, weight, grade, manufacturing process, heat treatment, test pressure, length, thread identification. Marking should be in metric unit.

4.2 Additionally, OIL logo, and the purchase order number shall be die-stamped or paint stenciled on each joint.

4.3 Bidder shall confirm the above (4.1 and 4.2) along with the bid.

5.0 THIRD PARTY INSPECTION:

5.1 Inspection by an independent third party to cover the following shall be required against all line pipes.

- 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 (10% or 10 Nos. whichever is more)
- vi) Witness NDT
- vii) Witness hydrostatic tests
- viii) Visual inspection for imperfections
- ix) Transverse defect identification
- x) Wall thickness measurement
- xi) End area defect identification
- xii) Inspection of end beveling/threading (pipe and coupling)
- xiii) Check and verify length of each joint
- xiv) Issue of certificate

Note: Proper Tally Sheet (in original) indicating length of each joint of line pipe with heat number of the joint should be furnished to OIL. The Tally Sheet should be duly signed and stamped by the Manufacturing Mill and will be endorsed (certified) by the third party inspection agency. A soft copy of above Tally Sheet in MS Excel format to be provided along with the dispatch document. Bidders to confirm the same while quoting.

5.2 Third Party Inspection should also cover the following:

Manufacturer will carry out Physical/Chemical/Mechanical/Hydrostatic, NDT Test etc. for raw material and finished pipes as per relevant ASME SA-312 Specification. (latest edition) for all the pipes i.e. 100% (Hundred percent). Third party will check & verify manufacturers test data, records, reports etc. of raw materials and finished tubes in respect of all the pipes i.e. 100% (Hundred percent). Over and above, checking and verification of records and reports, third party will carry out inspection for the following on percentage basis given below in his presence.

a) Raw material inspection for chemical composition and mechanical properties:

10% of number of heats and plates of raw materials will be tested at random by the third party. If the percentage of number of heats/plates for manufacture of a particular item is 5 (five) or less, then all the raw materials will be tested for chemical composition and mechanical properties as per relevant codes.

b) Finished Tube Inspection:

- i) Checking dimensions, wall thickness, quality, end beveling (for bevel ended pipes), threads of the pipe ends and coupling (for screwed and coupled pipes), surface imperfections etc. 5% of the tubes at random will be checked/tested by third party.
- ii) Checking chemical composition and mechanical property -5% of the tubes will be tested by the third party.

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

Transverse defect: Transverse tensile test shall be carried out from one end of 10% of the tubes at random. If a specimen from any length fails to conform to the tensile properties specified, that length should be rejected.

d) Hydraulic Testing: 10% of the tubes at random will be tested by third party.

5.3 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 & Gas clearance has to be obtained prior to engagement except for M/s. Lloyds, M/s. Bureau Varitas, M/s. Tuboscope, M/s. RITES, M/s. I.R.S and M/s. DNV).
- ii) All inclusive charges for third party inspection per meter (to be indicated separately).

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

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

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

- a) Twenty per cent ad valorem when imported during the period from 13th August, 2014 to 12th August, 2015 (both days inclusive).
- b) Ten per cent ad valorem when imported during the period from 13th August, 2015 to 12th August, 2016 (both days inclusive) and
- c) Five per cent ad valorem when imported during the period from 13th August, 2016 to 12th February, 2017.

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

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

when only foreign bids are involved and when both foreign and indigenous bidders are involved, would be as under:

- a) When only Foreign bids are involved:
Comparison of offers will be done on CIF Kolkata Port basis after loading the bids of the parties with applicable rate of safeguard duty, wherever applicable.
 - b) When both Foreign and Domestic (Indigenous) bids are involved:
The ex-works price of domestic bidder (inclusive of customs duty on imported raw materials and component etc. and applicable terminal excise duty on the finished products and Sales Tax) excluding inland transportation to destination and CIF landed price of foreign bidders (with customs duty as applicable on the bid closing date) with loading of applicable rate of safeguard duty excluding inland transportation to destination, will be compared.
- ii) In case an indigenous/Foreign supplier exempted from Safeguard Duty (i.e. from a developing country other than China) emerges L1 vis-à-vis a foreign bidder for whom Safeguard Duty is applicable due to loading of a particular rate of Safeguard Duty and if supplies from such indigenous/foreign suppliers are so effected that the lower slab of Safeguard Duty becomes applicable wherein price of foreign bidder (for whom Safeguard Duty is applicable) with lower rates of Safeguard Duty is found to be lower than the price of the indigenous/foreign supplier(who are exempted from Safeguard Duty), then OIL shall recover from such supplier, an amount equal to the difference in price between that of the foreign bidder (for whom Safeguard Duty is applicable) with lower applicable rate of Safeguard Duty and the price quoted by such indigenous/foreign supplier. This amount shall be recovered in addition to levy of applicable LD, if applicable.
- iii) In case an indigenous supplier/Foreign bidder exempted from Safeguard Duty (i.e. from a developing country other than China) emerges L1 vis-à-vis a foreign bidder for whom Safeguard Duty is applicable due to loading of a particular rate of Safeguard Duty and if supplies from such indigenous/ foreign suppliers are delayed beyond the Stipulated Delivery Period due to reasons attributable to the supplier and the material supplied is in the period of lower slab of Safeguard Duty wherein price of foreign bidder (for whom Safeguard Duty is applicable) with lower rates of Safeguard Duty is found to be lower, then OIL shall recover from such supplier, an amount equal to the difference in price between that of the foreign bidder (for whom Safeguard Duty is applicable) with lower applicable rate of Safeguard Duty and the price quoted by such supplier. This amount shall be recovered in addition to levy of applicable LD.
- iv) The item(s) covered under this tender shall be used by Oil India Ltd. in the PEL/ML areas renewed/issued after 01.04.1999 and hence Nil Customs Duty shall be applicable for this import. Safeguard duty, if applicable to any bidder, shall apply even if the goods are to be used in such PEL/ML areas.
- v) Indigenous bidders should also note that OIL will not be liable to reimburse any amount on account of imposition of Safeguard Duty by Customs Official at the time of actual import of the items (Seamless Pipes and Tubes) imported by them for execution of the order/contract awarded to them by OIL under Deemed Export.
- vi) Bidders shall mention the Country of Origin of the Seamless Pipes and Tubes quoted by them in their bids for the purpose of applicability of the Safeguard Duty. If any bidder does not mention the Country of Origin of the Seamless Pipes and Tubes quoted by them in their bids,

OIL shall reserve the right to load the applicable Safeguard Duty against such bids for evaluation of their offer without any further reference/clarification. It shall be binding on the bidders to accept such loading of their bids.

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