



COVERING LETTER

GeM Availability Report Ref: GEM/GARPTS/21062022/DZ3N1O7OS2EK

INVITATION TO e-BID UNDER SINGLE STAGE COMPOSITE BID SYSTEM

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL) is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Navratna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away. Rajasthan Field of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. OIL has also strategically diversified into Renewable Energy Business and O&M activities. The Field Office of OIL at Jodhpur is well connected by Road, Rail & Air.

2.0 OIL invites Bids for the **supply of Rock Bit, 26", IADC 1-3-1** from competent and experienced bidders through OIL's e -procurement site. One complete set of Bid Document for above is uploaded in OIL's e -procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e -procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No.	: SJG0658L23 Dated 21.06.2022
Type of Tender	: International Competitive Bidding (ICB)
Type of Bidding	: SINGLE STAGE COMPOSITE BID SYSTEM
Bid Closing Date & Time	: 12.07.2022, 11:00 AM, IST
Technical Bid Opening Date & Time	: 12.07.2022, 03:00 PM, IST
Price Bid Opening Date & Time	: 12.07.2022, 03:00 PM, IST
Bid Security Amount	: Not applicable (<i>However, Bid Security Declaration to be submitted as per Proforma-1</i>)
Bid Security Validity	: Not applicable
Bid Submission Mode	: Bids must be uploaded online in OIL's E-procurement portal
Bid Opening Place	: Office of GM (C&P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan

Bid Validity	: Bid should be valid for 90 days from actual bid opening date.
Performance Guarantee	: Applicable @ 3% of Order value

Integrity Pact	:	Applicable
MSE Purchase Preference	:	Applicable
PPLC Purchase Preference	:	Applicable
Restrictions on procurement from a bidder of a country which shares a land border with India	:	Applicable
Contact Details	:	A. D. Singh Manager (C&P) E -MAIL: amar_singh@oilindia.in PHN: 0291-2729473 Mobile: 09678027596
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E -MAIL: erp_mm@oilindia.in
Bids to be addressed to	:	GM (C&P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan

THE TENDER WILL BE GOVERNED BY FOLLOWING ANNEXURES & PROFORMA:

Annexure - IA	:	Technical specifications & Quantity of the items and Special Notes Related to Technical specifications
Annexure - IB	:	Standard Notes to Bidders
Annexure - D	:	Commercial Check List
Annexure - G	:	Price Bid Format/Price Schedule (Attached in 'Notes & Attachments' in e-portal)
Appendix - A1	:	Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Bidders are advised to refer notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, if any.
Appendix - A3	:	Restrictions on procurement from a bidder of a country which shares a land border with India.

General Terms & Conditions	:	General Terms & Conditions" for e-Procurement as per Booklet No. MM-RP-GLOBAL-E-01-2005 for E-procurement (ICB Tenders).
General terms and conditions of Purchase order	:	General terms and conditions of Purchase order, March , 2021
Proforma - 1	:	Format for Bid Security Declaration
Proforma - 2	:	Format for Performance Security
Proforma - 3	:	Format for undertaking towards submission of authentic information/ documents
Proforma - 4	:	Format for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India
Proforma - 5	:	Format for Integrity Pact
Proforma - 8	:	Form 10F
Proforma - 9	:	Format for No Business Connection or Permanent Establishment Certificate
Proforma - 10	:	Statement of Compliance

3.0 OIL looks forward to your active participation in the Tender.

Yours faithfully,

OIL INDIA LIMITED

Sd/-
(A. D. SINGH)
Manager (C&P)
For General Manager (C&P)

TECHNICAL SPECIFICATIONS & QUANTITY OF THE ITEMS AND SPECIAL NOTES RELATED TO TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS AND PARAMETERS	QUANTITY
ITEM NO. 10 (Material Code-05030849) ROCK BIT, MEDIUM SOFT FORMATION, JET CIRCULATION, TRI-CONE, NON-SEALED BEARING, MILLED TOOTH TYPE. MAKER'S TYPE DESIGNATION - I.A.D.C : 1-3-1 Bit Size : 660.4 mm. (26") Pin Size : API Regular 219.075 mm. (8.5/8") Bits to be supplied with the nozzles of following sizes: Nozzles Size : a) 20/32-3 set b) 22/32- 3 set c) 24/32-4 set (1 set= 3 nos. nozzles)	08 NOS.
NOTES FOR ABOVE ITEM:	
1.0 Bidders to confirm/forward the following with the quotation: A) Confirmation access to API approved gauges (source of gauge) if not owned by the manufacturer/dealer. B) Photocopy of the API Authorisation Certificate to monogram as per API Specification 7. C) Heat Treatment facilities availability. D) Literature/Catalogue of the products offered. E) Bits will be monogrammed as per API Spec. 7	
2.0 Bidder To Provide Valid API certificate & technical literature and catalogue along with the quotation.	
SPECIAL NOTES FOR BIDDERS:	
1) Delivery: Time is the essence of the contract. Items are very urgently required. Therefore, bidder should categorically mention their best delivery period. However, delivery schedule should not be more than Four (04) months , FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within Four (04) months after receipt of formal order (in case of indigenous bidder) in any case. The Date of clean Bill of Lading copy (in case of foreign bidder) and Date of clean Consignment Note date (in case of indigenous bidder) shall be considered as delivery date. Bidder must comply the above schedule and confirm in their Techno-Commercial bid.	

STANDARD NOTES TO BIDDERS

- 1) The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to “General Terms & Conditions” for e-Procurement. However, if any of the clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the clauses in the “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
- 2) General Terms And Conditions Of Purchase Order Has Been Revised In MARCH,2021. If any of any Clauses of the booklet MM-RP-GLOBAL-E-01-2005 for E-procurement (ICB Tenders) contradict with General Terms And Conditions Of Purchase Order, March-2021; those in the General Terms And Conditions Of Purchase Order, March-2021 shall prevail.
- 3) 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 **GM (C&P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan** on or before the Bid Closing Date mentioned in the Tender.
- a) Original Bid Security (Not Applicable)
- b) Any other document required to be submitted in original as per tender requirement.

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. 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.

- 4) 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.
- 5) Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 6) 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 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th 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 information are available on the e-tender website www.oil-india.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection. All the bidders are requested to go through the following documents available on the login Page of the OIL's E-tender Portal before uploading their bid.
 - a) Guidelines to Bidders for participating in OIL.
 - c) Vendor User Manual
 - e) Instruction to bidders
- 7) Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

- 8) 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.
- 9) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- 10) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 11) The tender is invited under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "TECHNO-COMMERCIAL UNPRICED BID" is to be submitted as per Scope of Work & Technical Specification of the tender. Upload the same in the Technical RFx Response-> User -> Technical Bid. 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 and "PRICED BID" as per the Price Bid format under "NOTES & ATTACHMENT" tab.
- 12) In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID" should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User -> Technical Bid. **No price should be given in above Technical Rfx.** 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 as per the price bid format under the "NOTES & ATTACHMENT"**
- 13) **ONLINE VIEWING OF PRICE BY BIDDERS:** For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.
- 14) The prices must be strictly submitted as per the price bid format only uploaded under tab "Notes & Attachment". The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.
- 15) Bid Security is not applicable against this tender. However, all the bidders are required to submit "Bid Security Declaration, as per **Proforma-1** accepting that if they withdraw or modify their bids within the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the NIT, they will be suspended for period of 02 years. This suspension of 02 years shall be automatic without conducting any enquiry.

16) The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas and hence Nil Custom Duty during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for invoice valuing INR 1.00 Lakh and above or as applicable) against Essentiality Certificate wherever applicable, as per Notification No.3/2017 - Integrated/ Central Tax (Rate) dated 28th June, 2017/Deemed Export Benefit. However, bidders are requested to quote actual rate of GST with HSN Code. In the event of order, OIL will issue Essentiality Certificate (EC), where concessional rate of GST @5% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account. Details of Deemed Export are furnished vide Addendum to Booklet No. MM-RP-GLOBAL-E-01-2005 enclosed. In the event of the order, the successful bidder shall submit proforma/commercial invoice on or **before 30 days of Delivery/Dispatch date** stipulated in the order for processing Essentiality Certificate (EC) application.

17) **Bid should be valid for minimum 90 days from actual bid opening date, failing which offer shall be rejected.**

18) **PERFORMANCE SECURITY:** Performance Security @3% of order value is applicable against this tender. Please refer clause 10.0 of Section A of General Terms and conditions for ICB Tender (MM-RP-GLOBAL-E-01-2005). The format of Performance Bank Guarantee has been revised, the new format has been uploaded as per **Proforma-2**. Bidders are requested to ignore any old Performance Bank Guarantee with them.

Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Performance Bank Guarantee to OIL's order/contract issuing office.

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

- (i) "MT 760 / MT 760 COV for issuance of bank guarantee
- (ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message / intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003".

19) **AMENDMENT OF TENDER DOCUMENTS:** At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). The Corrigendum(s)/ Addendum(s) will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the e-tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders. Revision, clarification, addendum, corrigendum, time extension etc to the tender will be hosted on OIL website only. No separate notification shall be issued. Bidders are requested to visit OIL website regularly to keep themselves updated.

20) Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

21) Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.

22) Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

23) 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 OIL, failing which the offer will be summarily rejected. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.

- 24) To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 25) A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BRC/BEC.
- 26) Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/specifications of all major components, systems with Make & Model, etc. Generalised response like - 'As per NIT Specifications/Technical Leaflet', 'Noted', 'Accepted' or in any similar fashion is not acceptable.
- 27) **INTEGRITY PACT:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Proforma – 5** 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. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

OIL's Independent External Monitors at present are as under:

1. Shri Shri Sutanu Behuria, IAS (Retd.);
E-mail: sutanu2911@gmail.com
2. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.com
3. Shri Om Prakash Singh, IPS (Retd.);
E-mail: ops2020@rediffmail.com

b) In case of joint venture, all the partners of Joint venture should sign the Integrity Pact.

c) In event of any dispute between Management and contractor relating to those contract where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in time bound manner. If required, organization may adopt any mediation rules for this purpose. In case dispute remain unresolved even after mediation by the panel of IEM's, organization may take further action as per the terms and condition of the contract.

- 28) Bidder upload completely filled up Technical & Commercial Check List (**Annexure – D**).
- 29) **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. In this regard, bidders to categorically fill up undertaking as per format provided vide **Proforma – 3** and submit the same along with their bid.
- 30) **COUNTRY OF ORIGIN:** Shall mean the place where the goods/products is/are manufactured or supplied from or the services are rendered.
- a. Bidders shall indicate Country of Origin item-wise. In case of mixed country of origin, percentage distribution of contents with respect to each country of origin must be stated.
 - b. In case of imported items, the successful bidder shall submit "Certificate of Origin" issued only by "Chambers of Commerce" along with the shipping document.
- 31) **GOODS & SERVICES TAX(GST):**
1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - a) GST - means any tax imposed on the supply of goods and/or services under GST Law.

- b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
- c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes 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, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. When Input tax credit is available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
 8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non- compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
- 31.1) In case there is a requirement to obtain registration by the bidder under the Indian laws (including but not limited to GST) for carrying out the transaction proposed under the tender/contract, bidder shall be the sole responsible person for obtaining such registration. Further, any cost associated with obtaining any such registration or complying with Indian laws (including but not limited to GST) shall be borne by the bidder solely. Any additional

tax burden (including interest and penalty etc.) arising out of non-compliance of this requirement by the bidder will be to the bidder's account.

- 31.2) In no case OIL shall bear any additional liability for the arrangement between bidder and its suppliers/sub-vendors for complying with 'local content'.

- 32) **PUBLIC PROCUREMENT POLICY AND PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:** 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. Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished in "General Terms & Conditions" for e-Procurement as per Booklet No. MM-RP-GLOBAL-E-01-2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement. Bidders are requested to take note of the same and to submit their offers accordingly.

a) Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit following documents for availing the benefits applicable to MSEs:

- i. Udyam Registration No. with Udyam Registration certificate

Note: 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/ Woman Entrepreneurs should also be enclosed.

b) For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

- 33) **PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):** Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. 27011/44/2015-ONG-II/FP dated 25.04.2017 and Ref. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 and its amendment issued from time to time. Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished as **APPENDIX – A1** of the tender document. PP-LC Policy (including its latest modifications/amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this tender. Bidders are requested to go through the policy and take note of the following while submitting their offer.

1. Certification and Verification

Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

(i) At bidding stage:

a) Price Break-up: The bidder shall provide the percentage of local content in the bid.

b) The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract. In cases of procurement for a value **in excess of Rs 10 crores**, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

(ii) After Contract Award:

The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract. In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

2. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, 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.

3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/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.

4. 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.

5. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

34) POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP):

Policy for providing preference to domestically manufactured Iron and Steel products in govt. procurement, notified vide Gazette of India No 324 dated 29.05.2019 read with clarifications, if any issued by MoS on the policy shall be applicable for this tender. Vide Gazette Notification No. S-13026/1 /2020- IDD dated 31.12.2020, Ministry of Steel has issued certain amendment to the aforesaid policy. A copy of the said Gazette notification is also enclosed as **APPENDIX – A2**. Bidders are requested to take note of the same and to submit their offers accordingly, wherever applicable. Bidders are required to confirm acceptance to the conditions of this policy. Bidders who comply with all the provisions specified in Government Gazette Notification and any amendments thereafter and submit all the undertakings and documents applicable under policy to avail purchase preferences as per the policy.

35) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

Banning Policy dated 6th January, 2017 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/ contractor/ supplier/ vendor/ service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/ or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/ performance security/ cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

- a) Backing out by bidder within bid validity
- b) Backing out by successful bidder after issue of LOA/ Order/ Contract
- c) Non/ Poor performance and order/ contract execution default

The bidders who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/ award. If the bidding documents were issued inadvertently/ downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/ evaluation/ Award of Work.

36) OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES:

In case a Startup (defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification)/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

- a) Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
- b) Certificate of incorporation.
- c) Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

37) TAX RESIDENCY CERTIFICATE CLAUSE: In accordance with Income Tax Act, 1961 Foreign bidders shall undertake in their Technical bid that in the event of placement of order on them, they shall submit below documents within 15 days from the date of issue of Purchase order. The documents are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- a) Tax Residency Certificate (TRC)
- b) Form No. 10 F (Proforma - 8)
- c) No Business Connection or Permanent Establishment Certificate (Proforma – 9)

Payment to Foreign supplier shall be released only after receipt of the above documents. Any delay in submission of Tax Residency Certificate (TRC), Form No. 10 F and/or PE certificate within specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the Foreign Supplier.

In addition to above particulars, the Foreign supplier should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the foreign supplier shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

However, in pure supply cases where installation and commissioning is not involved, the non-resident supplier shall, at its option, submit either TRC and Form 10F OR the authorized signatory of the non- resident supplier shall furnish following declaration, along with the bid in the firm Letterhead:

"I (full name of the authorized signatory) in my capacity as (designation of the authorized signatory) of (full name of the non-resident supplier) do hereby confirm that (full name of the non-resident supplier) does not have a business connection in India in terms of the Indian Income-tax Act, 1961, that no tax liability accrues to it in India, and should any tax liability arises in India, the same shall be to its account."

38) TAX COLLECTIBLE AT SOURCE (TCS):

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a) TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And
- b) Total supply of goods to OIL in FY (As applicable) exceeds Rs. 50 Lakh and
- c) TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d) TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

39) RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Clause on applicability of above restriction is furnished as **APPENDIX – A3** of the tender document. Bidders are requested to take note of the clauses and submit their offers accordingly, wherever applicable.

“Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or works, only if the bidder is registered with the competent authority”

Bidders must submit duly sealed & signed undertaking as per format provided vide, **“PROFORMA-4”** along with the technical bid.

COMMERCIAL CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl#	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Composite Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether Bid Security Declaration submitted?	Yes / No
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 90 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of NIT Payment Terms	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule ?	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
10.0	Whether all BRC/BEC clauses accepted ?	Yes / No
11.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
11.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No
12.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
12.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
12.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance) ?	Yes / No
12.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	Yes / No
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	

13.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	
13.1	For Indian Bidders – Whether road transportation charges up to Destination quoted?	Yes / No
13.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
13.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
13.4	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
14.0	Whether duly filled Technical & Commercial Check list as per format provided vide Annexure-D submitted?	Yes / No
15.0	Whether duly filled Bid Price Bid as per format provided vide Annexure-G uploaded under <i>Notes & Attachment Tab</i> ?	Yes / No
16.0	Whether benefits/Purchase preferences as per MSE policy sought? Whether all the documents and undertaking as per MSE policy submitted?	Yes / No
17.0	Whether benefits/Purchase preferences as per PP-LC policy sought? Whether % local content as per PP-LC policy declared in the bid? Whether all the documents and undertaking as per PP-LC policy submitted?	Yes / No
18.0	Whether all the Proformas (as listed in NIT) dully filled, sealed & signed submitted?	Yes / No

TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Offer reference & Date	
02	Name, Address, Phone No & E-mail of Bidder	
03	Bank details of Bidder	
04	Name of Manufacturer	
05	Bid validity	
08	Payment Terms	
09	Guarantee/Warranty Terms	
10	Delivery Period	
11	Country of Origin	
12	Port of Despatch / Despatching Station	
13	Confirm submission of Bid Security Declaration as per Proforma-1	
14	Confirm acceptance of PBG clause and format enclosed as per Proforma-2	
15	Confirm submission of undertaking as per Proforma-3 towards submission of authentic information/documents	
16	Confirm submission of undertaking as per Proforma-4 towards compliance of restrictions on procurement from a bidder of a country which shares a land border with India	
17	Confirm submission of Integrity pact as per Proforma-5 , if required as per NIT	
18	Confirm submission of Form 10F as per Proforma-8 , as applicable	
19	Confirm submission of No Business Connection or Permanent Establishment Certificate as per Proforma-9 , as applicable	
20	Confirm submission of Statement of Compliance as per Proforma-10 .	
21	Confirmation regarding mentioning of Eight Digit HSN Code for each item in Price Bid Format	
22	% of Local content as per PP-LC policy	
23	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	

Signature_____

Name

Designation

Price Bid Format/Price Schedule**TENDER NO. *********(i) Price Bid Format (SUMMARY) for FOREIGN BIDDERS:**

Name of Bidder:				Currency:	
Sl. No	Particulars	Qty	UOM	Unit Price	Total Price
A1	Material cost including Nozzle prices & Center Jets prices, if any	08	NOS.		
A	Total Material Cost, A1				
B	Packing & FOB Charges				
C	Total FOB Port of Shipment Value, A+B				
D	Ocean Freight Charges upto Kolkata, India				
E	Insurance Charges @0.5% of C				
F	Banking Charges @1% of C in case of payment through LC/SD (if confirmed LC at buyer's account is required, 1.5% of C will be loaded)				
G	Total CIF Kolkata Value, C+D+E+F				
H	IGST @5% of G				
I	Total CIF+GST Kolkata Value, G+H				
J	Total Value in words:				
K	Import Content				
L	% Local Content as per PP-LC Policy				
M	Tentative Gross Weight of the Consignment				
N	Tentative Dimensions/Volume of the Consignment				
O	Name of Manufacturer				
P	Port of Despatch				
Q	Country of Origin				
R	HSN code for Each item unit (8 digit)				

Price Bid Format/Price Schedule**TENDER NO.** *******(ii) Price Bid Format (SUMMARY) for INDIGENOUS BIDDERS:**

Name of Bidder:				Currency:	
Sl. No	Particulars	Qty	UOM	Unit Price	Total Price
A1	Material cost including Nozzle prices & Center Jets prices, if any	08	NOS.		
A	Total Material Cost, A1				
B	Packing & Forwarding Charges				
C	Total Ex-Works Value, A+B				
D	GST@5% of C against Essentiality Certificate				
E	FOR Despatching Station Value, C+D				
F	Freight charges upto Destination including GST				
G	Insurance charges@0.5% of E upto Destination including GST				
H	Total FOR Destination Value, E+F+G				
I	Total Value in words:				
J	Import Content, if any				
K	% Local Content as per PP-LC Policy				
L	Tentative Gross Weight				
M	Tentative Dimensions/Volume of the Consignment				
N	Name of Manufacturer				
O	Place of Despatch				
P	Country of Origin				
Q	HSN code for Each item unit (8 digit)				

Comparison of Offers:**1.0 When only foreign bidders are involved:**

Comparison will be done on Total value vide **Sl. No. (i) I.**

2.0 When both foreign & Domestic bidders are involved:

The Total Value of domestic bidder as worked out as per **Srl. No. (ii) H excluding F & G** and Total Value of the foreign bidder worked out as per **Sl. No. (i) I** will be compared.

Note: 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.

3.0 When only domestic bidders are involved:

Comparison will be done on Total value vide **Srl. No. (ii) H** of Domestic bidder.

Note:

1. ALL THE TENDERED ITEMS ARE REQUIRED TO BE PROCURED FROM THE SAME SOURCE FOR THE REASON OF COMPATABILITY AND SMOOTH OPERATIONS. EVALUATION SHALL BE DONE ACCORDINGLY.

2. Domestic bidders must quote inland freight charges up to **Hamira, Jaisalmer (Rajasthan)**. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

3. The items covered under this enquiry shall be used by OIL in the PEL/ML areas and hence, applicable Customs Duty for import of goods shall be ZERO. However, GST@ %5 shall be applicable. GST@ 5% shall be applicable for Indigenous bidders also under deemed export benefit.

4. Other clauses shall be applicable as per MM-RP-GLOBAL-E-01-2005 & Modified Terms & Conditions of the PO and Goods & Service Tax clauses as per GST CLAUSE uploaded in Tender.

5. If any of the Clauses of this tender document contradict the Clauses of the booklet MM-RP-GLOBAL-E-01-2005 for E-procurement (ICB Tenders) elsewhere; those in the Modified Terms & Conditions of the PO shall prevail and tender document shall prevail.

6. Bidders to quote the 8 digit HSN/SAC code for all the offered items and services. In case the same is not quoted by bidder, any liability arising due to non-declaration of the correct 8 digit HSN/SAC code shall be to the bidder's account.

7. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

8. BIDDERS TO QUOTE AND UPLOAD THE PRICE BID SEPARATELY UNDER THE TAB "NOTES & ATTACHMENT".

FORMAT OF BID SECURITY DECLARATION

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

**To,
The GM-C&P (RF)
Contracts & Purchase Dept.,
Oil India Limited, Rajasthan Field, Jodhpur**

Ref: Tender No:.....

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. (Name of Bidder) have submitted our offer/bid no.....

We, M/s.....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
 - (i) fail or refuse to execute the Contract/Order, if required, or
 - (ii) fail or refuse to furnish the Contract/Order Performance Security, in accordance provisions of tender document.
 - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

We undertake to unconditionally abide by the above declaration.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORM OF PERFORMING BANK GUARANTEE

To:

M/s. Oil India Limited

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

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

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

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

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

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

**Format of undertaking by Bidders towards submission of authentic information/documents
(To be typed on the letter head of the bidder)**

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
The HOD-(C&P)
C&P Deptt,
OIL, JODHPUR

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

PROFORMA - 4

Format for Undertaking by Bidders towards compliance of office memorandum
F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued
by Department of Expenditure, Ministry of Finance, Govt. of India
(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Tender No. _____ **Dated** _____

OIL INDIA LIMITED

Dear Sirs,

“We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

MODIFIED IP DOCUMENT DATED 06.09.2021**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 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 Organization "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:

- (i) 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.
- (ii) 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.
- (iii) 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 the Chief Vigilance Officers 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.

- (i) 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.
 - (ii) 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 cartelization in the bidding process.
 - (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) 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.
 - (iv) 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.
 - (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. **Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.**

Section 4 -Compensation for Damages

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

Section 5 -Previous transgression

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/ 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

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. **However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.**

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. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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.

9. **In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.**

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. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

.....A. D. SINGH..... For the Principal Date : Place :	 For the Bidder/Contractor Witness 1: Witness 2:
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FORM NO. 10F

[See sub-rule (1) of rule 21AB]

**Information to be provided under sub-section (5) of section 90 or
sub-section (5) of section 90A of the Income-tax Act, 1961**

I, *son/daughter of Shri in the capacity of
(designation) do provide the following information, relevant to the previous year *in my
case/in the case of for the purposes of sub-section (5) of *section 90/section 90A:—

Sl. No.	Nature of information	:	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number or Aadhaar Number of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number or Aadhaar Number

Verification

I do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the day of

.....
Signature of the person providing the information

Place:

Notes :

1. *Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

NO BUSINESS CONNECTION OR PERMANENT ESTABLISHMENT CERTIFICATE

(On the official Letter Head of the Bidder)

To

Date:

Oil India Limited, Rajasthan Field, Jodhpur

Sir,

**Sub: No Business Connection or Permanent Establishment declaration for
FY.....**

This is to certify that (Name of the bidder/contractor) is a company incorporated in(country). We are resident of(country) and the services have been rendered in (country). We do not have any business connection in India as per the provision of Section 9 of the Indian Income Tax Act 1961 or any Permanent Establishment as defined in Article 5 of the India and..... (country) DTAA.

We hereby certify that we will notify OIL in case of any change in the status as certified above.

We also affirm that we shall hold you indemnified, if in future, anything is found contrary to the above and your company faces any issues or demand under Indian Income Tax Act due to any wrong or misstatement by us.

For

Authorised Signatory

(Note – Please refer definition of the Business Connection and Permanent Establishment in the relevant DTAA)

Definition of Business Connection:

"Business connection" as defined in Section 9 of the Income Tax Act shall include any business activity carried out through a person who, acting on behalf of the non-resident,—

- (a) Has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident, unless his activities are limited to the purchase of goods or merchandise for the non-resident; or*
- (b) Has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or*
- (c) Habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:*

Provided that such business connection shall not include any business activity carried out through a broker, general commission agent or any other agent having an independent status, if such broker, general commission agent or any other agent having an independent status is acting in the ordinary course of his business:

Provided further that where such broker, general commission agent or any other agent works mainly or wholly on behalf of a non-resident (hereafter in this proviso referred to as the principal non-resident) or on behalf of such non-resident and other non-residents which are controlled by the principal non-resident or have a controlling interest in the principal non-resident or are subject to the same common control as the principal non-resident, he shall not be deemed to be a broker, general commission agent or an agent of an independent status.

PROFORMA – STATEMENT OF COMPLIANCE

Tender No. : *** & DATE:*******

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

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory).

Name of the Bidder_____

NOTE: OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Provisions 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 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, if any,

This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Bidders are advised to refer notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid.

Bidders seeking Purchase Preference under PP-LC Policy shall be required to meet / exceed the target of Local Content (LC) as per the policy notification (Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 and notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 including the latest amendment thereto, if any).

At the bidding stage, the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format of the policy document and submit / upload (in the e-procurement portal in case of e-tender) along with their price. **A copy of the same declaring the Local Component Percentage as per the policy should be uploaded alongwith techno-commercial unpriced bid without mentioning any price in techno-commercial bid.**

If the tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources, the entire procurement value shall be awarded to the lowest techno-commercially qualified Class-I bidder, subject to matching with valid Class-II/NL bidder L1 rates. Else, the entire tender quantity shall be awarded to valid Class-II/NL Bidder, as applicable as per the policy.

In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.

Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

The bidder, who has been awarded the contract/Order after availing Purchase Preference linked with Local Content, shall have to submit additional Bank Guarantee (**format attached at Proforma-L**) equivalent to the amount of Performance Security against the tender.

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.

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

WITNESS NO.2

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

(Signature)
Full name, designation and address
(in legible letters)
With Bank Attorney as per power of
Attorney No. _____
Dated _____

**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH
SHARES A LAND BORDER WITH INDIA**

- 1.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, “**PROFORMA - 4**” along with the technical bid.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- III. “Bidder from a country which shares a land border with India “for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

- IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty- five per cent of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
7. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



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

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 State Bank Of India (SBI) /Allahabad Bank for opening of Letter of Credit
Annexure X	:	List of Gateway Airports
Annexure XI	:	Declaration Certificate

- 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 Freight (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 :

<u>Category</u>	<u>Length</u>	<u>Width</u>	<u>Height</u>	<u>Capacity</u>
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 ofDesignation

ANNEXURE - V

PROFORMA OF BIDDER'S PAST SUPPLIES

SL.NO	NAME & ADDRESS OF CLIENT	ORDER NO. & DATE	DESCRIPTION DETAILS	TOTAL QUANTITY SUPPLIED SUCCESSFULLY	TOTAL QUANTITY SUPPLIED 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) 's tender No..... for the supply of

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

That weof

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 thisday 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 guarantors

Date

.....

Witness

FOREIGN CORRESPONDENT OF SBI

	<u>COUNTRY</u>	<u>NAME OF BANK</u>
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	Oesterreichische 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

COUNTRY	GATE WAY AIRPORT
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/ EDMONTON/CALGARY/ VANCOUVER
7. BELGIUM	BRUSSELS
8. AUSTRALIA	SYDNEY/MELBOURNE/ 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
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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.

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- 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 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.

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)**

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- 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 Duliajan, 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)

OIL INDIA LIMITED
(A Government of India Enterprise)



**GENERAL TERMS AND CONDITIONS OF
PURCHASE ORDER**

APPLICABLE TO BOTH INDIGENOUS AND
FOREIGN ORDERS

March , 2021

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1.0 DEFINITIONS & INTERPRETATIONS:

The following words and expressions mentioned in the Purchase Order/Contract shall have the meaning hereby assigned to them, except where the PO/Contract requires otherwise by context:

- 1.1 **Applicable Taxes:** Shall mean all statutory taxes, duties, cess, fees imposed upon the ordered item(s).
- 1.1 **Bidder:** Shall mean an individual or a Firm or any other Legal Entity or combination of Legal Entities, incorporated in India or abroad who has made proposal / submitted bid with objective of concluding a contract with the Purchaser. The term Bidder includes successor and permitted assigns of the bidding entity.
- 1.2 **Bid:** Shall mean the proposal along with supporting documents submitted by the bidder for consideration by the Purchaser.
- 1.3 **Purchaser:** Shall mean Oil India Limited (OIL) a Public Sector Undertaking, incorporated under Company's Act 1956 having its office at Jodhpur Rajasthan, India. The term Purchaser includes successor and permitted assigns of OIL.
- 1.4 **Consultant (if engaged):** Shall mean the person or persons, firm or company or corporation who are the consulting engineer to the Purchaser.
- 1.5 **Drawings:** Shall mean and include engineering drawing, sketches showing plans, section and elevation in respect of purchase order together with modification and revision thereof.
- 1.6 **Specification:** Shall mean and includes all technical specifications, description, statements of technical data, performance characteristics, standards (Indian as well as International) as applicable and as specified in the purchase order.
- 1.7 **Purchase Order:** Shall mean the written order/contract document issued by the Purchaser in acceptance of the Proposal/Bid submitted by the Bidder and all attachments/documents referred to, together with all terms and conditions thereof including all subsequent amendments thereto.
- 1.8 **Purchase Order Price:** Shall mean the price payable by the Purchaser to the Seller with respect to the purchase order/contract for full and proper performance of its contractual obligations.
- 1.9 **Seller:** Shall mean the person, firm or company or corporation; with whom the purchase order / contract is entered into by the Purchaser for the supply of equipment, materials, stores and services. The term Seller includes its successor and permitted assigns.
- 1.10 **Domestic Bidder/Supplier/Seller:** Contractor, manufacturer, supplier, distributor and/or consultant of items that are delivered or manufactured or fabricated items/equipment within India only.

- 1.11 **Foreign Bidder/Supplier/Seller:** Contractor, manufacturer, supplier, distributor and/or consultant of items that are delivered or manufactured or fabricated items/equipment outside India.
- 1.12 **“Imported Material(s)”** mean(s) the materials to be fabricated, manufactured or procured by the Vendor outside India for shipment to India under the Purchase Order.
- 1.13 **“Indigenous Material(s)”** mean(s) materials to be fabricated, manufactured or procured by the Vendor within India for supply under the Purchase Order.
- 1.14 **Goods:** Shall mean the articles, materials, equipment, design and drawings, data, documents and other property to be supplied by the Seller to complete the purchase order/contract.
- 1.15 **Delivery:** In case of domestic/indigenous suppliers, the delivery shall mean the date of despatch document (viz., LR/GR/RR/Airway Bill etc.) or the date of arrival of ordered items at destination as specified in the purchase order. In case of overseas/foreign suppliers, the delivery term specified in the purchase order shall be interpreted as per INCOTERM 2020.
- 1.16 **Service:** Shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligation of the Seller covered under the purchase order/contract.
- 1.17 **Site:** Shall mean the place or the premises at which the goods and / or services have to be supplied, erected and commissioned.
- 1.18 **Completion Date:** Shall mean the date on which all the contractual obligations of the Seller are fulfilled. In case of supply involving installation and commissioning, completion date shall mean the date on which the goods are successfully commissioned by the Seller and accepted by the Purchaser.
- 1.19 **Inspector:** Shall mean a representative of the purchaser / consultant or a third party appointed by the Purchaser / consultant to inspect goods, equipment, stage-wise as well as final before dispatch at the Seller’s works and on receipt at site as per terms of the purchase order.
- 1.20 **Test:** Shall mean such process to be carried out by the Seller as prescribed in the purchase order/contract or considered necessary by the Purchaser to ascertain quality, workmanship, performance and efficiency of the equipment or part thereof.
- 1.21 **Test on Completion:** Shall mean such test as mentioned in the purchase order/contract to be performed by the Seller before the equipment is taken over by the Purchaser.
- 1.22 **Language:** Shall mean the language in use for communication, instruction, drawings, notes, bids etc. and the same shall be English only.
- 1.23 **Day:** Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the respective location.

- 1.24 **Working day:** Means any day which is not declared to be holiday by the purchaser.
- 1.25 **Metric System:** The units of measurement should be in metric system.
- 1.26 **Gross Negligence:** Means an act or failure to act (whether sole, joint or concurrent) by a party that was intended to cause, or which was undertaken with reckless disregard of, or wanton indifference to, the harmful consequences such party knew or should have known such act or failure would have had on the safety or property of another person, but shall not include any error of judgment or mistake made by such party in the exercise in good faith of any function, authority or discretion conferred on the party under this agreement. .
- 1.27 **Willful Misconduct:** Means intentional disregard of good and prudent standards of performance or proper conduct under the contract with knowledge that it is likely result in any injury to any person or persons or loss or damage of property of the Purchaser or Third Party.

1.28 **Confirmation of Order:**

A) On acceptance of the offer, Seller shall be communicated through e-mail on placement of Firm Order. The Seller must communicate the acceptance of the Purchase Order within two weeks or within such time, as specified in the Purchase Order, from the date of receipt of the same. The acceptance of the Purchase Order by the Seller shall form the concluded contract.

B) The Purchaser reserves the right to cancel the order if the Supplier does not confirm acceptance of the order (confirmation) in writing within two weeks of receipt or within such time, as specified in the Purchase Order. Refer Proforma-A for order acceptance.

C) Any amendments or additions or alterations to the order shall only be effective if the Purchaser confirms such in writing. No verbal agreements amending the terms of this order are valid unless both the Purchaser and the Supplier duly confirm them in writing. However, in the event such amendment is made based on the request of the Supplier, no separate confirmation is required from the Supplier and the amendment is deemed to have confirmation from the Supplier, unless the Supplier within one week of receipt of amendment order, contested the amendment in writing.

2.0 COUNTRY OF ORIGIN:

- 2.1 Shall mean the place where the goods/products is/are manufactured or supplied from or the services are rendered.
- 2.2 Bidders shall indicate Country of Origin item-wise. In case of mixed country of origin, percentage distribution of contents with respect to each country of origin must be stated.

3.0 BIDDER TO ADHERE:

The bidder shall be deemed to have examined the complete Bid Document including technical specifications, terms & conditions, all attachments & annexure thereto and taken due cognizance of the contents to their full satisfaction prior to submitting Bid. Any lack of information shall not relieve the

Seller in any way of its responsibility to fulfil obligations under the purchase order/contract in entirety.

4.0 APPLICATION:

- 4.1 These General Conditions of Purchase (GPC) shall apply to the extent that they are not superseded by other provision of the purchase order / contract.
- 4.2 In the event that terms and conditions stipulated in General Purchase Condition (GPC) deviates from the terms and conditions stipulated in other part of the purchase order/contract, the later shall prevail.
- 4.3 In the Purchase Order, the terms “Bid”, “Tender” & “Offer” are synonymous; as well as their derivatives like “Bidder”, “Tenderer”, “Supplier”, “Seller” & “Contractor” etc.
- 4.4 Save where the context otherwise requires, words imparting singular number shall include the plural & vice-versa and words imparting neutral gender shall include feminine or masculine gender & vice-versa.

5.0 EFFECTIVE DATE OF CONTRACT/ ORDER:

Unless otherwise specified in the contrary, the date of LOA will be the start of the Contract/Order for all practical purposes.

6.0 SCOPE OF PURCHASE ORDER:

- 6.1 The scope of purchase order/contract shall be as defined in the purchase order/contract specifications, drawings, standards referred to and/or annexed therewith.
- 6.2 The completeness of the equipment will be the responsibility of the Seller. Any item, fittings and accessories which may not be mentioned specifically in the specification or drawing but are necessary for the satisfactory functioning of the equipment, the Seller shall supply the same without any extra cost to the Purchaser.
- 6.3 The Seller shall follow the best industrial practice for manufacturing of equipment or material, notwithstanding any omission in the specification. The intention of this document is that the Seller shall in all respect design, engineer, manufacture and finish the materials/ equipment with good workmanship and supply the same with full satisfaction of the Purchaser.
- 6.4 The goods/equipment supplied under the purchase order/contract shall conform to the standard(s) mentioned in the technical specification or such other standard, which ensure quality. When no standard is mentioned, goods shall be manufactured in accordance with appropriate standard issued by the concerned institution, as may be applicable.
- 6.5 The Seller shall pack, protect, mark and arrange for despatch / shipment of equipment / materials as per instructions given in the purchase order/contract.

7.0 PERFORMANCE SECURITY:

Unless otherwise specified, the Seller shall furnish Performance Security to Purchaser in the form of a Bank Guarantee/Letter of Credit/ Demand Draft within 30 days of notification of purchase order/contract for the value and validity as per terms of Purchase order/ contract. Performance Security shall be strictly as per the format prescribed vide **PROFORMA-B** to this document.

- 7.1 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.
- 7.2 In case of overseas suppliers, the Performance Security can be accepted from any scheduled bank in India or from an International Bank having its branch in India registered with the Reserve Bank of India.
- 7.3 Performance Security issued by any foreign Bank which is not a scheduled Bank in India can also be accepted, provided the same is counter-guaranteed by any Branch situated in India of any scheduled Bank incorporated in India.
- 7.4 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.
- 7.5 Purchaser reserves the right to cancel the order and forfeit the corresponding Bid Security, in case of failure on the part of Seller to submit Performance Security as above.
- 7.6 The amount of Performance Security and the date of expiry of the Performance Security shall be as specified in the LOA/Purchase Order. Unless specified otherwise, the amount of Performance Security in case of Procurement of Goods shall be 10% of order value (excluding taxes & duties).
- 7.7 In case of bidder qualified under PPLC clause, additional PBG @10% is mandatory.
- 7.8 The Performance Security shall be in the denomination of the currency of Purchase Order or in equivalent US Dollars converted at the B.C. Selling Rate of State Bank of India, Kolkata main branch on the date of Purchase Order.
- 7.9 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.
- 7.10 Bank Guarantee/Letter of Credit with condition other than those mentioned in OIL's prescribed format shall not be accepted.
- 7.11 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, Code Nos. of the authorized signatory with full name and designation and Branch Code.
- 7.12 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the

Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2017.

- 7.13 The Performance Security specified above must be valid for three (3) months beyond the Warranty Period (if any) indicated in the Purchase Order/Contract agreement. The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.
- 7.14 The Performance 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 Performance Security.
- 7.15 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2017
- 7.16 In case, the Performance Security in the form of a Bank Guarantee/ Letter of Credit 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 banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2017. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

8.0 CONFIDENTIAL INFORMATION:

The Seller shall treat all designs, drawings, specifications, data or information supplied by OIL (whether written or verbal) as confidential and shall use its best endeavours 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 Seller's possession.

9.0 PATENT AND OTHER RIGHTS:

- 9.1 The 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 Seller.

- 9.2 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 Seller thereof as soon as possible and 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 therefrom. Notwithstanding above, OIL reserves the right to initiate action against the seller.

10.0 ASSIGNMENT:

- 10.1 The Seller shall not transfer or assign 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 Seller of any of his obligations, which might have arisen before such permission was given.
- 10.2 The Seller shall not sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted subletting shall not relieve the Seller of any of his obligations under the contract/purchase order and shall be wholly responsible for compliance of the terms of the Contract/Purchase Order.

11.0 TERMS OF PAYMENT:

A FOR DOMESTIC ORDERS:

- 11.1 Payment will normally be made against completed supply bills only
- 11.2 In case of payment through bank, the amount indicated in the order will be made against despatch and other documents, as mentioned in para 29.3 (II). routed through Purchaser's banker subject to adjustment of liquidated damages, if any, as per clause no. 32 below and balance will be made on receipt and acceptance of the goods.
- 11.3 Seller should instruct the bankers to send a copy of complete set of despatch documents including the invoice along with the intimation from the Bank. Seller's instruction to the banker must be clear in respect of the foregoing and all documents must be complete and correct failing which if payment is delayed and if the transporter charges demurrages or returns the materials to the place of origin, OIL shall not be held responsible for the same.
- 11.4 The Bills should be addressed to CGM-F&A (A/P), Oil India Limited.
- 11.5 In case of negotiation of documents through bank one set of the copies of the documents must be sent in advance to CGM-F&A (A/P) in order to release the documents in time.
- 11.6 All banking charges will be to Seller's account.

B FOR FOREIGN ORDERS:

- 11.7 Payment shall be made through Sight Draft (Cash against Documents)/ Letter of Credit or any other mode as specified in the order.

- 11.8 In case of Payment on sight Draft (Cash against Documents), all documents listed in para 28.1 (A) below must be drawn directly in favour of "OIL INDIA LIMITED" and sent to Purchaser's banker. Invoice should bear indication of Sellers banker's name, address, account No., ABA No., routing No. etc. for the purpose of arranging remittance. Additionally, documents listed in para 28.1 (B) to 28.1 (D) below are to be sent to the respective addresses. The documents are to be presented to the Purchaser's Bank either directly or through Seller's Bank as advised in the main order.
- 11.9 In case of payment through L/C, an irrevocable Letter of Credit shall be established by Purchaser's Kolkata office (on receipt of acceptance of the order by them) who will advise the Seller the details thereof. Please contact Purchaser's Kolkata office [address in para 28.1 (B) below] for any amendment to the terms/ extension of L/C, if necessary, in future, with a copy to the Purchaser at Rajasthan.
- 11.10 In addition to above payment, Indian Agent's commission as indicated in the main order will be paid to Seller's agent in India named therein in equivalent Indian Rupees after clearance of goods through customs and after installation & commissioning where installation & commissioning is involved. Bills shall be submitted by the Indian agent (Bank's name & A/c No. to be indicated in the Bill) to Purchaser's Kolkata office who will settle the same after deduction of dues, if any, payable by them or their Principals to the Purchaser.

12.0 PRICES:

All the rates/prices mentioned in the purchase order shall remain firm throughout the delivery/shipment of the goods/performance of the services. Price escalation on any score whatsoever will NOT be entertained.

13.0 TAXES, DUTIES & LEVIES:

13.1 DOMESTIC SUPPLIER:

- (a) Domestic Seller shall be responsible for all taxes/duties/ licence fee etc. incurred until the delivery of goods to the Purchaser. However, GST (Goods & Service Tax) as applicable on the finished product shall be reimbursed by the Purchaser.
- (b) GST at applicable rate (s) shall be payable for the supplies to be made against this purchase order/ contract. However, supplier is required to take note of the Anti-Profiteering clause provisioned in GST and raise/submit supply invoice(s) incorporating the following details:
- (i) OIL-Provisional GSTIN:**
 - (ii) GST Registration Details of Supplier:**
 - (iii) Item-wise HSN Code:**
 - (iv) Applicable Rate of GST:**
 - (v) Total amount of benefit passed on to OIL due to reduction in rate of Tax (if so) or from Input Tax Credit by way of commensurate reduction in Prices under Anti Profiteering clause:**

In addition to above, the Supplier must submit an undertaking to OIL certifying that the benefit accrued to them on account of reduction in tax rate(s) or from

Input Tax Credit has been entirely passed on to OIL under anti-profiteering provision of GST Act, 2017

- (c) For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (i) “GST” means any tax imposed on the supply of goods and/or services under GST Law.
 - (ii) “Cess” means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (iii) “GST Law” means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- (d) Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the Vendor/Supplier/Contractor must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the Vendor/Supplier/Contractor to ensure that the intended benefits of GST have been passed on to OIL.
- (e) Vendor/Supplier/Contractor agrees to do all things but not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/ debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and also for claiming input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- (f) In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all such claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Vendor/Supplier/Contractor.
- (g) In case of ICB tender, wherever OIL issues Project Authority Certificate to domestic Seller for availing duty-free import of raw material and component, any variation in the custom duty within the contractual completion period of the purchase order/contract shall be to Purchaser’s account on CIF value of import declared by the Seller in its Bid.
- (h) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Seller’s account.

- (i) Income Tax on the value of the Services rendered by the 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.
- (j) Tax deduction certificate shall be issued by Purchaser for the Tax deducted at source as per provision of Act.
- (k) Tax Collectible at Source (TCS) applicable under the Income Tax Law and charged by the Supplier shall also be payable by OIL along with consideration for procurement of goods/ materials/ equipment. If TCS is collected by the Supplier, a TCS certificate shall be issued by the Supplier to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (1H) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- b. Total supply of goods to OIL in FY exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of Income tax Act, 1961.

- (l) GST TDS shall be applicable for as per the provisions of the CGST Act 2017

13.2 FOREIGN SUPPLIER:

- a) All taxes, duties and levies imposed outside India shall be the responsibility of the Seller and charges thereof are included in the item rates and shall be to the Seller's account.
- b) All taxes, duties and levies imposed inside India on the ordered materials/goods shall be borne by the Purchaser. However, taxes, levies as may be payable in India on services, if included any in the order/contract, including the installation & Commissioning, training etc. shall be to Seller's account.
- c) Income Tax on the value of the Services rendered by the 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.

- d) Tax deduction certificate shall be issued by Purchaser for the Tax deducted at source as per provisions of Act.
- e) As per Income Tax Act, 1961 Foreign bidders should submit (along with their technical bid) following particulars, which are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):
- (i) Whether the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependent Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by OIL and if, yes, address of the Fixed Place PE or name & address of the Dependent Agent?
 - (ii) Whether by carrying on activities in relation to its engagement by OIL, the non-resident constitutes an Installation/Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence?
 - (iii) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by OIL are attributable to such PE?
 - (iv) If the remittances to be made to the non-resident under his engagement by OIL are attributable to a PE which it has in India, what quantum of the profits resulting to the non-resident from his engagement by OIL, can be said to be attributable to the role played by the PE, and the basis of arriving at such quantum?
 - (v) If no part of the remittances to be made to the non-resident under his engagement by OIL is attributable to a PE which it has in India, what are the reasons for the same?
 - (vi) Non-resident's complete address (not necessarily in India), e-mail address. phone number with International Dialling code.
 - (vii) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), what is that PAN?
 - (viii) Country of tax residence of the non-resident supported by a TRC issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory.
 - (ix) In accordance with Rule 21AB of the Income-tax Rules, 1962, along with the TRC, the non-resident shall also furnish the requisite information in the prescribed "Form 10F" which is enclosed as PROFORMA - D.
 - (x) A declaration as to the country which can be regarded as the non-resident's principal place of business. This could be the same as his country of tax residence or different depending on facts.
 - (xi) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

- f) In view of above and in accordance with Income Tax Act, 1961 Foreign bidders shall undertake in their Technical bid that in the event of placement of order on them, they shall submit below documents within 15 days from the date of issue of Purchase order. The documents are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):
- Tax Residency Certificate (TRC)
 - Form No. 10F (PROFORMA - D)
 - No Business Connection or Permanent Establishment Certificate (PROFORMA - E)
- g) Payment to Foreign supplier shall be released only after receipt of the above documents. Any delay in submission of Tax Residency Certificate (TRC), Form No. 10F (PROFORMA - D) and/or PE Certificate (PROFORMA - E) within the specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it would otherwise have been deducted. Such increased tax liability shall be recovered from the Foreign Supplier.
- h) In addition to above particulars, the Foreign supplier should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the Foreign supplier shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

14.0 CHANGE IN LAW:

- 14.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date and which results in increase in rate of taxes and duties on the supply of goods/services to PURCHASER under the PURCHASE ORDER (other than personnel and Corporate taxes), the SUPPLIER shall be indemnified for any such increased taxes and duties by the PURCHASER subject to the production of documentary proof to the satisfaction of the PURCHASER to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by PURCHASER.
- 14.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date and which results in any decrease in the rate of taxes and duties on the supply of goods/services to PURCHASER, (other than personnel and Corporate taxes), the SUPPLIER shall pass on the benefits of such reduced cost, taxes or duties to the PURCHASER, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

- 14.3 All taxes & duties (except where otherwise expressly provided in the Purchase Order) as may be levied / imposed in consequences of execution of the Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the tender closing date, shall be to SUPPLIER's account. Any increase / decrease in the rate of such duties, taxes after the tender closing date, but within the contractual completion/ mobilization date as stipulated in the PURCHASE ORDER will be to the account of PURCHASER.
- 14.4 Any increase in the rate of taxes & duties after the delivery completion/ mobilization date or during the extended period will be to the SUPPLIER's account, where delay in completion /mobilization period is attributable to the SUPPLIER. However, any decrease in the rate of taxes and duties after the delivery completion/ mobilization date will be to PURCHASER's account.
- 14.5 The Order Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the SUPPLIER in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, PURCHASER will have no liability to reimburse/pay to the SUPPLIER the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, PURCHASER will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 14.6 Notwithstanding the provision contained in clause 14.1 to 14.4 above, the Purchaser shall not bear any liability in respect of:
- (i) Personal taxes on the personnel deployed by Purchaser, his sub-contractor, Agents etc.
 - (ii) Corporate taxes and Fringe benefit tax in respect of Supplier and all of their sub-contractors, agents etc.
 - (iii) Other taxes & duties including Customs Duty, and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the Supplier.
 - (iv) Any liability on the Seller, which was accrued under the old law or contract, which the Contractor is obligated to pay either to the Purshaser or to the Government Authority.
- 14.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of goods/services to PURCHASER and not applicable on taxes and duties on input (goods and services).
- 14.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

15.0 TRANSFER OF TITLE AND RISK OF LOSS:

15.1 For Indigenous Material(s):

The transfer of property and risk in Indigenous Material(s) shall be deemed to take place as follows:

- a) For despatch on FOB Despatch Station basis: On handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to OIL.
- b) For delivery on DDP Destination basis: On receipt of the Material(s) by OIL at the destination station.

15.2 For Imported Material(s):

The transfer of property and risks in Imported Material(s) shall be deemed to take place as follows:

- a) For FOB / FCA deliveries: On handing over the Material(s) to the carrier and issue of clean Bill of Lading/Airway Bill (except for freight to pay) and its transmission to OIL.
- b) For CIF/C&F deliveries: Transfer of title and risk of loss passes to OIL when delivered on board the ship by vendor who pays the transportation cost upto the destination port or to the designated destination airport (as per INCOTERMS).

16.0 LIMITATION OF LIABILITY:

Notwithstanding any other provisions except only in cases of wilful misconduct and/or criminal acts;

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts and/or criminal negligence, neither the SELLER nor the PURCHASER shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the SELLER to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the purchase order/contract, the aggregate liability of the Seller in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Seller, or to any obligation of the Seller to indemnify the Purchaser with respect to Intellectual Property Rights or liquidated damage or Performance Bank Guarantee.
- c) Purchaser shall indemnify and keep indemnified Seller harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.
- d) The consideration or object of the purchase order/contract/agreement must remain lawful all the time till completion of successful execution. Consideration or object of the purchase order/contract/agreement is lawful unless -
 - it is forbidden by law; or
 - is of such nature that, if permitted, it would defeat the provisions of any law; or
 - is fraudulent; or involves or implies, injury to the person or property of another;
 or

- the Court regards it as immoral, or opposed to public policy;

In each of these cases, the consideration or object is said to be unlawful and such purchase order/contract/agreement of which the consideration or object is unlawful is void and cannot be enforced.

17.0 INDEMNITY AGREEMENT:

- 17.1 Except as provided hereof, Seller agrees to protect, defend, indemnify and hold Purchaser harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Seller's employees, agents, sellers and sub-sellers or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 17.2 Except as provided hereof, Purchaser agrees to protect, defend, indemnify and hold Seller harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Purchaser's employees, agents, sellers and sub-sellers or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

18.0 TRANSIT INSURANCE:

- 18.1 All goods supplied under the purchase order shall be fully insured in the freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 18.2 The Seller shall ensure that in effecting despatch of materials, the primary responsibility of the shipper/carriers/transporter for safe movement is always retained so that the Purchaser's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each shipment/consignment.
- 18.3 Against Purchase Orders placed on overseas/foreign Supplier, where shipment is on FOB/FCA or CFR basis, marine insurance shall be the responsibility of the Purchaser. The Supplier/Seller shall send OIL information of the proposed shipment/consignment well in advance by e-mail/courier to enable OIL to take necessary action for the marine/air/transit insurance of the shipment/consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk. However, in case the delivery is on CIF/CIP terms, the marine insurance is to be arranged and paid for by the Seller naming the Purchaser as beneficiary.
- 18.4 Against Purchase Orders placed on domestic/indigenous Suppliers, where delivery is on FOB Despatch Station basis, the transit insurance from FOB point onwards shall be arranged and borne by the Purchaser. The Supplier/Seller shall send OIL information of the proposed shipment/consignment in OIL's web site

www.oil-india.com (Under Vendor Category > Transit Declaration. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk. However, in case of delivery on DDP Destination basis, transit insurance shall be arranged and paid by the Seller naming the Purchaser as the beneficiary.

- 18.5 Purchase orders against which the transit/marine insurance is to be arranged by OIL, the Seller/Supplier must comply the following, failing which the entire risk & responsibility pertaining to the shipment/consignment shall be to Seller's account:
- (a) Overseas/Foreign Supplier: The Seller shall notify OIL's Shipping Office at Kolkata, India in advance per e-mail/courier all information on the proposed shipment/consignment for Purchaser to take necessary action for the marine/air/transit insurance.
 - (b) Shipment must be made under deck In the event of Seller's inability to ship the material under deck, Purchasers prior concurrence must be obtained for shipping consignment over deck and all details must be faxed to Purchaser and the port consignee for arranging insurance accordingly.
 - (c) Domestic/Indigenous Supplier: Seller shall notify the despatch details to Purchaser immediately and update the consignment details in OIL's website www.oil-india.com (Under for Vendor -> Transit Declaration).
- 18.6 Seller must notify the shipment/despatch details to Purchaser immediately.

19.0 PROGRESS REPORT:

- 19.1 In consistent with the agreed terms, upon demand from Purchaser, upon receipt of purchase order, the Seller shall submit a time schedule for all key events during the execution of the order, so as to monitor the progress.
- 19.2 Based on the above time schedule the Seller shall furnish a monthly report on the progress of the order to the Purchaser. Without assuming any obligations, Purchaser may review the progress from time to time and advise the seller to take necessary corrective action to improve and to have a catch-up programme any time, if found not satisfactory.
- 19.3 Notwithstanding the above, if Seller fails to catch up and does not make satisfactory progress, Purchaser can notify the Seller in writing for take necessary action to make it good. If the Seller does not comply with the notice, the Purchaser shall be at liberty to take over the job and get it done by alternative source at the risk and cost of Seller.

20.0 LANGUAGE:

All related documents as well as subsequent correspondences between the Seller and the Purchaser shall be in English language only.

21.0 REPEAT ORDER:

Purchaser reserves the right to place repeat order or extend the ordered quantity against any/all items within the currency of the purchase order up to 50% of the

original ordered quantity on same terms & conditions and rate(s) not exceeding the original ordered rate(s).

22.0 SUB-CONTRACTS / ASSIGNMENT:

- 22.1 Subcontracting/assigning to third parties shall not take place either in whole or in part without the prior written consent of the Purchaser, which the Purchaser may grant or deny as per its discretion and violation of same shall entitle the Purchaser to cancel this order in whole or in part and claim damages.
- 22.2 Purchase Order shall be issued in the name of bidder only and no request for issuance of the Purchase Order to a third party shall be entertained.

23.0 TIME IS THE ESSENCE OF PURCHASE ORDER/CONTRACT:

The time and the date of delivery/completion as stipulated in the contract/purchase order shall be deemed to be the essence of the contract/purchase order.

24.0 DELIVERY:

24.1 For Foreign Bidders only:

In case of Imported Material, the foreign Supplier shall make shipment only after prior approval of the OIL's Shipping Office at Kolkata, email: oilcalsh@oilindia.in . Demurrage, if any, on account of not obtaining approval from OIL, prior to shipment, will be seller accounts.

Prior to shipment, Supplier is required to furnish Commercial Invoice for OIL to complete import formalities. Also, the supplier shall arrange to obtain shipment clearance prior to shipment of materials from Head-Kolkata Branch, Oil India Limited, 15A, Hemanta Basu Sarani, Kolkata-700001, E-Mail: oilcalsh@oilindia.in. The supplier shall affect shipment only on receipt of shipment clearance from OIL, failing which all related liabilities shall be to supplier's account.

- 24.1.1 Delivery shall be deemed to have been made in case of FOB/FCA purchase order/contract, when the goods have been loaded on board of the designated vessel or aircraft at the designated port or place of shipment, securely packed and unless otherwise determined, shall be deemed to be the date of the relative Bill of Lading or Airway Bill. The date of Bill of Lading (excluding the freight forwarder nomination time) shall be considered as the date of delivery for overseas/foreign Sellers.

- 24.1.2 However, in case of CFR/CIF/CIP purchase order/contract, the date of IGM (Import General Manifesto) shall be considered as the date of delivery for overseas/foreign Sellers.

24.2 For Indian Bidders only:

Requisite Certificate for claiming concessional GST, wherever applicable shall be obtained by OIL from competent authority after receipt of supplier's invoice.

Suppliers are requested not to dispatch ordered materials without receiving such Certificates from OIL, failing which liabilities, if any, shall be to supplier's account. In case of indigenous purchase order on domestic Supplier, delivery shall be deemed to have been completed based on the order terms as under:

- (a) FOB Despatching Station basis: The date of LR/ GR/ RR/ Airway Bill/Courier Dockets (as applicable) shall be considered as the date of delivery.
- (b) DDP Destination basis: The date of receipt of goods at designated site/destination by the Purchaser or its authorised Consultant/Representative shall be considered as the date of delivery.
- (c) All FOC (Free of Cost) items or Warranty replacement items must be supplied on DDP (Delivery Duty Paid) up to Destination basis without any cost to OIL.

25.0 INGREDIENTS DISCLOSURE:

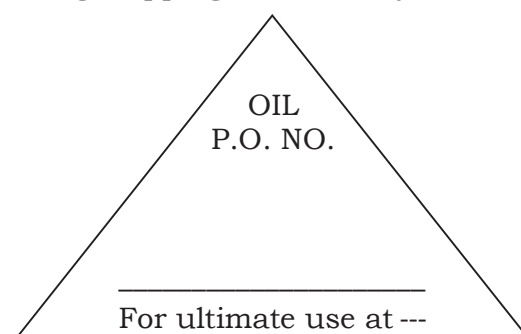
- (a) If any of the items ordered constitute or contain "hazardous or toxic chemicals" or "hazardous substances" or flammable or hazardous "petroleum products" or "dangerous goods" as defined by International Air Transport Association (IATA) or State or local law, rule or regulation, Seller shall provide at the time of delivery all required notices and information and approval from OIL before shipment. Seller agrees to maintain such information current and shall provide Buyer with any amended, altered or revised information on a timely basis. Seller warrants that the goods supplied under this Agreement do not contain any substance whose use is prohibited under International Air Transport Association (IATA) or State or local law, rule or regulation.
- (b) Prior to and with the shipment of the goods purchased, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate placarding and labels on goods, containers, packing and vehicles used for shipment) of any "hazardous substance" which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise Buyer and third parties, including transportation carriers and Buyer's employees, as to the degree of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use, recycling or disposal of the goods.

26.0 PACKING & MARKING OF GOODS/EQUIPMENT:

- 26.1 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 overseas Suppliers, the packing should be sea-worthy/air-worthy.
- 26.2 Machined steel and iron parts are to be heavily greased/varnished as prevention against rust.
- 26.3 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 should be suitably covered with tape/cap to prevent ingress of water.

- 26.4 Boxes/ Packing cases containing electrical/ electronic equipment are to be waterproof lined.
- 26.5 All items must have their respective identification marks painted/ embossed on them.
- 26.6 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.
- 26.7 Items prone for pilfering should be packed in boxes and not in bags.
- 26.8 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 noncompliance with the above Para Nos. 24.1 to 24.4 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.
- 26.9 Items that can be packed in bundles must be secured with strong wires or bands near each end and at regular intervals along the length to prevent splaying and ensure rigidity. Bundles must be suitably tagged using labels which are securely fastened by the ties clearly stencilled with mark, number and port mark.
- 26.10 Bundles or pieces must be adequately painted and marked as per item specifications.
- 26.11 In case of tubular, the weight of each bundle should not exceed 2 MT.
- 26.12 All spares are to be labelled with purchaser's order number and item number in addition to seller's part number, if any.
- 26.13 Electrical equipment must be suitable for use in humid and tropical climate and be specially treated / finished to prevent deterioration / corrosion. Insulation is to be non-hygroscopic and preferably vacuum dried and pressure impregnated.
- 26.14 Each box/crate/pallet/piece should be clearly marked on atleast two sides with OIL's Purchase order number, consignee name and address, consignment note number, package number and total number of packages.
- 26.15 Shipping Mark in case of foreign order to be despatched by sea/air:

Please put the following shipping mark clearly on each package / piece:



In addition to the shipping mark as shown above, packages must be marked on two sides with net and gross weights in kilograms and measurements in centimetres and country of origin. For pieces over 1 MT these dimensions must be marked on all sides to facilitate identification in case of shipping marks becoming obliterated.

All packages, wherever possible, should have a label placed inside bearing a clear impression of the external, mark, number and port mark.

26.16 Shipment confirmation by overseas/foreign Suppliers:

The foreign Seller shall advise the Purchaser by email or fax immediately after the shipment is effected with details of name of shipping line and vessel/airline and flight number, date of shipment, port of shipment, number and date of Bill of Lading/AWB, terms of delivery, number of packages, weight and volume of consignment and brief description of goods.

26.17 Road Despatch by domestic Suppliers:

26.17.1 In the event of an order other than DDP Destination terms on indigenous Seller, the materials shall be despatched through OIL's approved transporter/carrier (which will be specified in the order) on "Door Delivery" basis.

26.17.2 For orders placed on DDP Destination basis on indigenous Seller, the materials shall be despatched through reputed Bank approved transporters/carriers 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 Seller.

26.18 Rail Despatch by domestic Suppliers:

In case of Rail despatch, the indigenous Seller shall be fully responsible for arranging the required railway wagons/rake. Tubular consignment will be despatched preferably in open type wagons. In case of despatch by other wagons, prior approval of OIL is to be taken. Height of the wagons should not exceed 4.6 metres.

26.19 Weight and Size Limitation of Packages:

Category	Length (Mtrs.)	Width (Mtrs.)	Height (Mtrs.)	Capacity (MT)
Truck	5.185	1.98	1.98	9
Normal Trailer	10.98	2.44	2.44	18
Semi Low Bed Trailer	10.98	3.05	3.05	20
Low Bed Trailer	6.71	3.05	3.81	18

Above dimensional restrictions must not be violated without prior approval from the Purchaser. The finished packing should be in the form of a box under the limited dimensions.

27.0 TRANSPORTATION:

27.1 OVERSEAS/FOREIGN SUPPLIER:

- a) Where the Seller is required to undertake delivery of goods on FOB terms, documentation, handling & inland transportation upto putting the ordered goods on the board at port of loading shall be arranged and paid by the Seller. The total order value includes all such costs/FOB charges etc. For the orders issued on FOB/FCA terms, OIL reserves the right to convert the order from FOB/FCA Port of export to C&F Kolkata term considering the ocean/air freight quoted by Seller in their offer. In such case, seller shall submit enhanced performance security amount considering the quoted ocean freight charges as notified by OIL.
- b) Where the Seller is required to undertake the delivery of goods on CFR or CIF basis, documentation, handling & transportation of goods upto the port of discharge in the country of destination, as specified in the purchase order, shall be arranged and paid by the Seller. The total order value includes all such associated costs upto the port of discharge in the country of destination.
- c) In case of air-shipment of sundry consignments (gross weight upto 100Kg), OIL may nominate its Air-cargo Consolidation Service Provider to receive such duly packed consignments at their warehouse nearer to the gateway airport from various Sellers for arranging onward air-shipment upto the destination airport in India on consolidation basis. Seller, in consultation with the nominated air-cargo consolidation Service Provider, shall arrange for and bear all costs associated with preparation of documents, handling & inland transportation of such consignments upto the warehouse/gateway airport against purchase orders placed on FOB/FCA (by air) terms.
- d) All shipments of material and containerised cargo shall be made by suitable vessels certified for seaworthiness and complying with National/ International safety regulations and age (vintage) of the vessel being less than 25 years.

27.2 DOMESTIC/INDIGENOUS SUPPLIER:

- a) Where the Seller is required to undertake delivery of goods on FOB despatch station basis, the cost of handling & loading of goods on the carrier of Purchaser's nominated transporter/rail shall be arranged and paid by the Seller. The total order value includes all such associated costs.
- b) Where the Seller is required to undertake delivery of goods on DDP destination basis, handling & transportation of goods upto the designated site of the Purchaser, as specified in the purchase order, shall be arranged and paid by the Seller. The total order value includes all such associated costs.

27.3 Both Indian bidder and Foreign bidder must note that no trans-shipment en route is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL. No charges shall be payable for such transshipment and consequent handling/storage of the goods.

28.0 DOCUMENTATION (FOR OVERSEAS/ FOREIGN SUPPLIERS):

28.1 This is a very important requirement. Seller is required to strictly follow this requirement and shall forward the document, as mentioned below, by air mail / courier immediately after the shipment is made:

	<u>Addressee</u>	<u>List of Documents</u>	<u>No. of copies</u>
(A)	To Purchaser's Banker through whom the L/C is established:	i) Clear negotiable Bill of Lading (Complete set)/ AWB duly signed and without any overwriting ii) Negotiable Copy of Invoice iii) Certificate of Origin copy iv) Declaration of Third-Party Inspection (TPI) Agency as per Proforma C in original, whenever involved	-1 -1 -1 -1
(B)	To Head (Kolkata Office) Oil India Limited 15A, Hemanta Basu Sarani Kolkata-700 001 Fax No. (91) 33-22101390/ 22202596	i) Copy of non-negotiable Bill of Lading/ AWB ii) Copy of non-negotiable invoice signed as in original in all pages iii) Certificate of Origin iv) Packing List v) Catalogues/ Literature, wherever applicable vi) Safety data sheet sets (in case of chemicals) vii) Tax Residency Certificate viii) Form No 10F (PROFORMA - D). ix) No Business Connection or Permanent Establishment Certificate (PROFORMA - E).	-3 -5 -3 -2 -1 -2 -1 -1 -1
(C)	To concerned purchase official, Oil India Limited (To be incorporated sphere wise)	i) Copy of non-negotiable Bill of Lading / AWB ii) Copy of non-negotiable invoice iii) Test / Inspection / TPI Certificate, If any (Original +Copy) iv) Literature / Catalogue, if applicable v) Packing List	-1 -1 -2 -1 -1
(D)	To concerned finance official, Oil India Limited (To be incorporated sphere wise)	i) Copy of non-negotiable invoice ii) Bill of Lading/AWB/ House AWB	-1 -1

Note: Literature/ catalogue is not required in case of spares (unless otherwise stated in the main order)

28.2 The Seller shall be responsible for making available the shipping documents as mentioned above to the Purchaser's bankers and to Purchaser's Kolkata office within seven (7) days (3 days in case of shipment from ports nearby Kolkata port like Singapore) prior to the listed arrival of the vessel at Kolkata port. For air

consignments, documents should be received within seven (7) days from date of dispatch. If the documents are not made available as requested, it will not be possible for Purchaser to clear the consignments through Customs at the discharging port in time and the same will accrue demurrage. Such demurrage and other expenses incurred by Purchaser due to late submission of documents (both negotiable and non-negotiable) or submission of incorrect documents by the Seller will be recoverable fully from the Seller/their Indian agent.

29.0 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):

- 29.1 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.
- 29.2 Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.
- 29.3 Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

(I) WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY:

A)	To concerned finance official Oil India Limited	i) ii) iii) iv) v) vi) vii) viii) ix)	Bill in original + one copy Copy of the C-Note/RR Copy of Mill Inspection Certificate, if any Copy of Third-Party Inspection Certificate, if any. Copy of Delivery Challan TPI Declaration as per Proforma C enclosed. (Original) Copy of Tax Invoice Copy of packing list. Documentary evidence of payment of Customs Duty, if any
B)	To concerned receiving official Oil India Limited	i) ii) iii) iv) v) vi) vii) viii)	Clear Consignee copy of RR/C-Note-Original+1 copy Copy of Tax Invoice Delivery Challan (Original) Packing list (Original) Mill inspection certificate, if any (Original) Third Party Inspection certificate, if any (Original) TPI Declaration as per Proforma C Enclosed-One Copy Warranty Certificate (Original)
C)	To concerned purchase official Oil India Limited		One set consisting copies of all the documents as mentioned in (B) above

Note: Where payment term is after receipt and acceptance of materials, the complete set of documents meant for Chief General Manager (A/P) as indicated in para 29.3 (I) (A) should be submitted to Dy. General Manager Materials (Receiving).

(II) WHEREVER DOCUMENTS TO BE NEGOTIATED THROUGH BANK:

(A)	To purchaser's Bankers (SBI/UBI/UCO/CANARA/ALLAHABAD BANK): One complete set of documents comprising of following + One extra set Above documents should be sent to Banker with clear instructions to them that the extra set of copies of above documents must be sent to Chief General Manager (A/P), OIL along with the intimation from Bank.	i) Clear Consignee copy of C-Note/ RR-Original ii) Bill – Original iii) Mill Inspection Certificate, if any – 1 copy iv) Third Party Inspection certificate, if any – 1 copy v) Declaration by Third Party Inspector – 1 copy vi) Delivery Challan – 1 copy vii) Tax Invoice-Original viii) Packing List – 1 copy ix) Warranty Certificate – 1 copy x) Documentary evidence of payment of Customs Duty, if any
(B)	To concerned finance official Oil India Limited	i) Bill (Original + One Copy) ii) Copy of the C-Note/RR iii) Copy of Mill inspection certificate, if any iv) Copy of Third-Party inspection certificate, if any v) Copy of delivery Challan vi) Declaration by Third Party Inspector as per Proforma C enclosed. (Original) vii) Copy of Tax Invoice viii) Copy of packing list. ix) Copy of warranty certificate x) Documentary evidence of payment of customs duty, if any
(C)	To concerned receiving official Oil India Limited	i) Clear Consignee copy of RR / C-Note-Original +1 copy ii) Copy of Tax Invoice iii) Delivery Challan (Original) iv) Packing list (Original) v) Mill inspection certificate, if any (Original) vi) Third Party Inspection certificate, if any (Original) vii) Copy of declaration by third party inspector as per Proforma C enclosed viii) Warranty Certificate (Original)
(D)	To concerned purchase official Oil India Limited	One set consisting of copies of the documents as mentioned in (B) above

30.0 WARRANTY / GUARANTEE:

Goods, materials or plant (s) to be supplied 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, if any, on receipt by the Purchaser shall be made good of immediately by the Seller through Free of Charge (FOC) replacement on DDP 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.

NATURE OF ITEMS	PERIOD OF WARRANTY/GUARANTEE (unless specified in the purchase order/contract)
For consumables like Cement, Chemicals, Tubular etc.	12 months from the date of despatch/shipment {In case of repair / replacement, Vendor shall extend the warranty of such part further for a period of 12 (Twelve) months from the date of supply of repaired/replaced material}
For Capital Items	18 months from the date of despatch/shipment or 12 months from the date of commissioning, whichever is earlier {In case of repair / replacement, Vendor shall extend the warranty of such part further for a period of 18 months from the date of despatch/ shipment or 12 months from the date of commissioning, whichever is earlier.}
For other items	18 months from the date of despatch/shipment or 12 months from the date of commissioning, whichever is earlier

31.0 INSPECTION AND TEST:

- 31.1 The Purchaser reserves the right to inspect and/or to test the goods/ equipment through its inspector as mentioned in para 1.19 to confirm that goods being supplied are in conformity to the order specifications.
- 31.2 The required inspection/ test and place where such inspection/ test is to be conducted shall be as specifically mentioned under the Technical Specifications/Special Conditions of Purchase Order/ Contract.
- 31.3 The Seller shall notify the Purchaser giving the date for inspection of the materials after its readiness so that purchaser may depute its inspector. The Purchaser shall communicate to the Seller the detail of inspector being deputed. In case of third-party inspection, the Seller shall notify the third-party inspection agency as provided in the purchase order/contract and shall also simultaneously inform the Purchaser and co-ordinate the inspection/testing of materials through the designated third-party inspection agency. In all such cases, the Seller shall give sufficient notice period as mentioned in the purchase order so as to mobilize the inspector.

- 31.4 The inspection/test may be conducted at Seller's works or at the final destination. When the inspection is carried out at Seller's, all facilities for inspection/testing including man-power, equipment etc. shall be provided by the Seller without any extra cost to the Purchaser.
- 31.5 Should any goods after inspection fails to conform to the specification, the Purchaser can reject such materials and the Seller shall have to replace such rejected materials/components complying with the required specifications without any extra cost to Purchaser.
- 31.6 Purchaser having inspected goods at Seller's works and cleared for despatch does not waive the right of the Seller/Purchaser to inspect the materials at final destination after arriving at Purchaser's site.
- 31.7 As may be necessary or specified in the purchase order, pre-despatch inspection may also be carried out by a team of officials from the relevant discipline of OIL.
- 31.8 Any and all expenses incurred in connection with test, preparation of report and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at Seller's expense.
- 31.9 Arrangement for any inspection/ Certification required by Indian statutory authority shall be to Seller's account.
- 31.10 Nothing mentioned at sub-clauses under 30.0, shall in any way relieve the Seller from any warranty or other obligations under the purchase order/contract.

32.0 PRICE REDUCTION SCHEDULE FOR DELAY IN DELIVERY:

- 32.1 Subject to Force Majeure clause, if the Seller fails to deliver any or all ordered goods or to perform the service within the time period as specified in the purchase order, the Purchaser shall, without prejudice to other remedial measures under the purchase order, deduct from the purchase order price, a sum calculated (Liquidated damage) on the basis of the purchase order price, including subsequent modifications.
- 32.2 Deductions shall apply as per following formula:
In case of delay attributable to seller in delivery of ordered goods or delay in completion as per order terms, price reduction @ 0.5% per week of delay 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 % of the total supply order value (excluding site work). GST and other charges on account of deduction will be required to be paid by supplier/seller.
- 32.3 In case of package items (ordered as a complete system), the price adjustment shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved).

In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables etc.), price adjustment clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.

- 32.4 In case of delay in delivery on the part of Seller, the invoice / document value shall be reduced as above and payment shall be released accordingly by the Purchaser.
- 32.5 In the event the invoice value is not reduced appropriately for the delay by the Seller, the Purchaser reserves the right to deduct the amount so calculated, from any amount falling due to the Seller or by recovery against the performance guarantee.
- 32.6 Both Seller and Purchaser agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the Purchaser would have suffered on account of delay/ breach on the part of the Seller and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding.

33.0 FORCE MAJEURE:

- 33.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the purchase order the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.
- 33.2 The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the SELLER's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by SELLER's fault; declared epidemic/pandemic or disaster; acts and regulations of respective Govt. of the two parties, namely the PURCHASER and the SELLER and civil commotions, lockout not attributable to the SELLER
- 33.3 Upon occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party by a registered letter duly certified by the statutory authorities immediately but not later than seven (7) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 33.4 Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts. The extension of time shall be the sole remedy of the Seller for any delay under this clause and the Seller shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Seller hereby waives and disclaims any and all contrary rights.
- 33.5 If the force majeure conditions persist for a period exceeding two (2) months, the Purchaser reserves the right to cancel the purchase order in full or in part.

34.0 TERMINATION OF PURCHASE ORDER:

34.1 Termination for Non-performance:

34.1.1 The Purchaser without prejudice to any other remedy for breach of purchase order, by giving a written notice for non-performance to the Seller, may terminate the purchase order in whole or in part for following reasons:

- i. In case a specified delivery schedule is not adhered to or the progress of the manufacturer or supply of the item is not satisfactory and is not in accordance with the progress schedule, or
- ii. In case Seller fails to deliver any or all part of the goods within the time period specified in the purchase order, or
- iii. If the Seller fails to perform any other obligation under the purchase order, and
- iv. If the Seller, in the either of the above condition, does not cure his failure within a stipulated period of 30 days (or such a longer period may authorize by the Purchaser in writing) after receipt of notice of non-performance from the Purchaser.
- v. In case Seller fails to deliver any or all part of the goods as per specifications, stipulated in the Purchase Order.

34.1.2 In the event the Purchaser terminates the purchase order in whole or in part, pursuant to clause 34.1.1, the Purchaser may procure, in the manner as deemed fit, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the purchase order to the extent not terminated. In such situation, Purchaser at its option shall forfeit the performance security without further any notice to the Seller.

34.1.3 In case of termination of the purchase order, due to reason mentioned at para 34.1.1, the vendor shall be put on holiday as per the provision of Banning Policy, 2017 of the Purchaser.

34.2 Termination on account of Death:

If the Seller is an individual or a proprietary concern and the individual or the proprietor dies or if the Seller is a partnership concern and one of the partner dies then unless, the Purchaser is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing purchase order, the Purchaser is entitled to cancel the purchase order for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Seller and/or to the surviving partners of the Seller's firm on account of the cancellation of purchase order. The decision of the Purchaser in such assessment shall be final & binding on the parties. In the event of such cancellation, the Purchaser shall not hold the estate of the deceased Seller and/or the surviving partners of Seller's firm liable for any damages for non-completion of the purchase order.

34.3 Termination in case of Liquidation/Bankruptcy/Insolvency:

34.3.1 In the event that the Seller, at any time during the term of the purchase order, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Purchaser shall, by a notice in writing have the right to terminate the purchase order and all the rights & privileges of the Seller hereunder shall stand terminated forthwith.

34.3.2 However, Purchaser shall be at liberty to give the Receiver or Liquidator or other person, the option of carrying out the purchase order subject to his providing a guarantee upto an amount to be agreed upon by Purchaser for due and faithful performance of the purchase order.

34.4 Termination for Convenience:

34.4.1 The Purchaser may, by written notice sent to the Seller, terminate the purchase order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the purchase order is terminated and the date upon which such termination becomes effective.

34.4.2 The goods that are complete and ready for shipment within 30 days after the Seller's receipt of notice of termination shall be purchased by the Purchaser at the purchase order terms and prices. For the remaining goods the Purchaser may opt:

- (a) to have any portion completed and delivered at the purchase order terms and prices, and/or
- (b) to cancel the remainder and pay to the Seller an agreed amount for partially completed goods and for materials and parts previously procured by the Seller.

34.5 Termination due to change of ownership and Assignment:

In case the SUPPLIER's rights and /or obligations under the Purchase Order and/or the SELLER's rights, title and interest to the equipment/ material, are transferred or assigned without the PURCHASER's written consent, the PURCHASER may at its option, terminate this Purchase Order. PURCHASER shall not be however under any obligation to accord consent to the SUPPLIER for change of ownership & assignment of the contract.

34.6 Notwithstanding any provisions herein to the contrary, the Purchase Order may be terminated at any time by the SELLER on giving 07(Seven) days written notice to the SELLER due to any other reason not covered under the above Article from 34.1 to 34.5 and in the event of such termination the PURCHASER shall not be liable to pay any cost or damage to the SELLER except for payment for the goods, already delivered as per the Purchase Order upto the date of termination.

34.7 On termination of the Purchase Order, without prejudice to any other right or remedy available to OIL under the Purchase Order, in the event of OIL suffering any loss on account of delayed delivery or non-delivery or inferior quality of the material, OIL reserves the right to claim and recover damages from the Vendor in respect thereof.

34.8 Termination for submission of fraudulent documents:

If any information given by a bidder is found to be incorrect in any particular considered by OIL to be relevant for the evaluation of the bid/ tender, or is found by OIL to misrepresent or conceal facts, or if any of the documents submitted by the bidder in support of or relevant to the bid/ tender is found by OIL to be forged, false or fabricated, OIL shall reject the bid, and without prejudice to any other right(s) of action or remedy available to OIL, OIL shall forfeit the Earnest Money given by the bidder list as per the provision of Banning Policy, 2017 of OIL. If prior to the discovery of the incorrect information, misrepresentation or forged, false or fabricated document (s), the bid has resulted in a Purchase Order/Contract, the Purchase Order/Contract shall be liable to be terminated by OIL. In such situation the performance security / EMD shall be forfeited.

34.9 Banning Policy dated 6th January, 2017 as uploaded in OIL's website will be applicable against the order/contract to deal with any agency (contractor/supplier/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

- a) BACKING OUT BY SUPPLIER AFTER ISSUE OF LOA/ORDER/CONTRACT
- b) NON/POOR PERFORMANCE /UNSATISFACTORY PERFORMANCE AND ORDER/CONTRACT EXECUTION DEFAULT

35.0 General Health, Safety & Environment (HSE) Guidelines:

(Applicable in case of the Purchase Orders involving Fabrication, Installation and Commissioning at Purchaser's site)

35.1 It will be solely the SELLER's responsibility to fulfill and to comply all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.)

35.2 It will be entirely the responsibility of the Supplier/ his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/ Safety Officer/ Engineer/ Official/ Supervisor/ Junior Engineer for safe operation.

35.3 Any compensation arising out of the job carried out by the SELLER whether related to pollution, Safety or Health will be paid by the Seller only.

- 35.4 Any compensation arising due to accident of the Seller's personnel while carrying out the job, will be payable by the Seller.
- 35.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Purchaser shall have the right to direct the Seller to cease work until the non-compliance is corrected.

36.0 APPLICABLE LAW AND JURISDICTION OF COURT:

- 36.1 The Contract/Purchase Order shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of the Commercial Courts situated in Dibrugarh(or the Place where the contract is executed) and Principal Bench of Gauhati High Court(or the High Court under whose territorial jurisdiction, the place falls, where the contract is executed).
- 36.2 The Contract/Purchase Order including all matter connected with this Contract/Purchase Order, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

37.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

37.1 ARBITRATION (APPLICABLE FOR SUPPLIER/CONTRACTOR OTHER THAN PSU/GOVT. DEPARTMENTS AND MSMEs):

- 37.1.1 Except as otherwise provided elsewhere in the purchase order, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the purchase order/contract or breach thereof which parties are unable to settle mutually or through mutually appointed Outside Expert Committee (OEC), the same shall be referred to Arbitration as provided hereunder:
- 37.1.2 A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

37.1.3 The number of arbitrators and the appointing authority shall be as under:

Claim Amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.5.00 Crore	Not Applicable	Not Applicable
Above Rs.5.00 Crore and Upto Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	Three Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the Presiding Arbitrator, by the two Arbitrators.

37.1.4 The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

37.1.5 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.

37.1.6 Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

37.1.7 If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

37.1.8 Each party shall be responsible to decide for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for planning for travel/ stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

37.1.9 In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

37.1.10 The Arbitration shall be held at the place from where the contract /purchase order has been awarded. However, parties to the contract / purchase order can agree for Venue of Arbitration, different from the place of arbitration within India for the convenience of all concerned.

37.1.11 The fees to arbitrator(s) shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996. The fees to the arbitrator(s) and secretarial expenses shall be paid in following manner:

- (i) 20% of the fees on submission of Statement of Claim and Counter Claim by the Claimant and Respondent respectively
- (ii) 20% of the fees on completion of pleadings
- (iv) 20% of the fees on commencement of the hearing
- (v) 40% of the Fees on conclusion of hearing and before passing of final award.

However, subject to agreement by the Parties, the arbitrator(s) may determine a lump sum amount to be paid towards arbitrator's fees and secretarial expenses by the parties on commencement of the proceedings, which is to be adjusted against first instalment of payment, as prescribed in sl.(ii) above.

37.1.12 The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

37.1.13 Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

37.1.14 It is agreed and undertaken by the Parties that irrespective of country of origin of the SELLER, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

37.2 ARBITRATION (APPLICABLE IN CASE OF PURCHASE ORDER AWARDED ON CPSE AND GOVT. DEPARTMENTS/ ORGANIZATIONS):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

The Committee of Secretaries at the First level (tier) shall finalise its decision within 3 months after having received the reference/notice in writing regarding the dispute from the concerned aggrieved party.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause.

37.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Purchase Order, efforts shall be made to resolve the dispute(s) amicably by

mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006

38.0 RESOLUTION OF DISPUTES THROUGH CONCILIATION BY OUTSIDE EXPERT COMMITTEE (OEC):

(Not applicable in cases valuing less than Rs 25 lakhs)

- 38.1 If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the purchase order/contract or breach thereof which parties are unable to settle mutually, subject to consent of the Seller, the Purchaser at its discretion may first refer to conciliation through Outside Expert Committee (OEC) to be constituted by CMD, OIL as provided hereunder.
- 38.2 The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- 38.3 CMD, OIL shall nominate three outside Experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- 38.4 Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- 38.5 The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- 38.6 The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- 38.7 OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same or may accept part of the recommendation. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- 38.8 Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such

modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

38.9 OIL will share all other guidelines regarding reconciliation through OEC with the supplier when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

38.10 All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

38.11 If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract / purchase order.

38.12 It is expected to conclude a case by OEC within 8-10 weeks. The place of conciliation shall be Guwahati for all purchase orders issued from the Field HQ, Duliajan and Pipeline HQ, Guwahati, whereas, New Delhi shall be the Place of Conciliation for all other Purchase Orders issued by other spheres of OIL.

38.13 Solicitation or any attempt to bring influence of any kind on either OEC Members or PURCHASER is completely prohibited in conciliation proceedings and PURCHASER reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the SELLER or its representatives.

39.0 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration or OEC:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the Bidder / Seller and/or with any other person involved or connected or dealing with bid / contract / bidder / Supplier.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder / Supplier.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

40.0 SET-OFF:

Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under this or any other purchase order 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 purchase order or under any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

41.0 DISPOSAL OF REJECTED MATERIALS AT PURCHASER'S SITE:

In case any material is rejected by the Purchaser after receipt at site, the Seller shall be informed about the same including the reasons for rejection. Seller shall also be advised about the location where the rejected materials are lying at risk and cost of the Seller. The Seller shall also be advised to remove or dispose of the materials within four (4) weeks from the date of notice, failing which the Purchaser will be entitled to dispose-off the materials at risk and cost of the Seller.

42.0 ERRING / DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, Seller, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

43.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between SUPPLIER and PURCHASER that PURCHASER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that PURCHASER is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ Supplier expressly agrees, acknowledges and understands that Purchaser is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ SUPPLIER hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of the Purchase Order and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under the Purchase Order.

44.0 WAIVERS:

It is fully understood and agreed that none of the terms and conditions of this agreement shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

45.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

PROFORMA-A

PURCHASE ORDER ACCEPTANCE

To
M/s. Oil India Limited,

Sub: Purchase Order No.

Dear Sir,

Having examined the Item Specification, Rates, Terms & Conditions, Notes of the Purchase Order, General Purchase Condition and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned accept to perform/execute the above Purchase Order in conformity with the said conditions of Purchase Order.

We undertake, to execute the purchase order as per the delivery schedule of the order.

We will also submit PBG (If applicable) as per the order terms for the execution

Dated this _____ day of _____ 20__.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Seller:

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
MATERIALS DEPARTMENT

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

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

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

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

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Witness: _____

Address: _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

- (a) The Bank Guarantee issued by the bank must be routed through SFMS platform
- (b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

PROFORMA-C

Declaration Certificate

By

Third Party Inspector

(OIL Approved)

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 purchase order no..... Dated of OIL INDIA LTD and cleared by us for despatch to the Purchaser.

Material:

Quantity Passed:

Certificate No.:

Issued by us.

Signature of Third Party
Seal

FORM NO. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I _____ *son/daughter of Shri _____ in the capacity of _____ (designation) do provide the following information, relevant to the previous year _____ *in my case/ in the case of _____ for the purposes of sub-section (5) of *section 90/section 90A:

Sl. No.	Nature of information	:	Details#
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number or Aadhaar Number of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of _____ (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number or Aadhaar Number

Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the _____ day of _____

Signature of the person providing the information

Place: _____

Notes:

1. *Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

(On the official Letter Head of the Bidder)

No Business Connection or Permanent Establishment Certificate

To
Oil India Limited Rajasthan, India

Date

Sir,

Sub: No Business Connection or Permanent Establishment declaration for FY
.....

This is to certify that (Name of the bidder/contractor) is a company incorporated in (country). We are resident of (country) and the services have been rendered in (country). We do not have any business connection in India as per the provision of Section 9 of the Indian Income Tax Act 1961 or any Permanent Establishment as defined in Article 5 of the India and (country) DTAA.

We hereby certify that we will notify OIL in case of any change in the status as certified above.

We also affirm that we shall hold you indemnified, if in future, anything is found contrary to the above and your company faces any issues or demand under Indian income tax Act due to any wrong or misstatement by us.

For

Authorised Signatory

(Note-Please refer definition of the Business Connection on reverse and Permanent Establishment in the relevant DTAA)

"Business connection" as defined in Section 9 of the Income Tax Act shall include any business activity carried out through a person who, acting on behalf of the non - resident,

- (a) has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident, unless his activities are limited to the purchase of goods or merchandise for the non-resident; or
- (b) has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or
- (c) habitually secures orders in India, mainly or wholly for the non -resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non -resident:

Provided that such business connection shall not include any business, activity carried out through a broker, general commission agent or any other agent having an independent status, if such broker, general commission agent or any other agent having an independent status is acting in the ordinary course of his business:

Provided further that where such broker, general commission agent or any other agent works mainly or wholly on behalf of a non-resident (hereafter in this proviso referred to as the principal non -resident) or on behalf of such non- resident and other non-residents which are controlled by the principal non - resident or have a controlling interest in the principal non-resident or are subject to the same common control as the principal non -resident, he shall not be deemed to be a broker, general commission agent or an agent of an independent status
