

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan – 786602, Assam, India
Website: www.oil-india.com

Corrigendum No. 7 to IFB No. CPG4307P21

**Procurement of Assorted Line Pipes and Bends for Gas Distribution Pipeline
and Crude Oil Dispatch (COD) Pipeline of Oil India Limited**

1.0 This Corrigendum is issued to notify that Terms, conditions, specifications and stipulations of the Bidding Document shall stand modified to the extent indicated here below under column “Modified Clause” of **Annexure- I**.

2.0 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 is attached as **Annexure- II**

3.0 All other terms and conditions of the tender remain unaltered.

4.0 All the prospective bidders are requested to regularly visit OIL’s website: www.oil-india.com and e-procurement portal <https://etender.srm.oilindia.in/irj/portal> for further announcements/latest information related to this tender.

5.0 Bidder to submit this Corrigendum No. 07 along with **Annexure-I and Annexure- II** duly signed & stamped in all pages as token of acceptance and shall upload this document in the un-priced folder of the e- bid.

**STATEMENT SHOWING EXISTING VIS-À-VIS MODIFIED PROVISIONS OF TERMS & CONDITIONS, SPECIFICATIONS
IN VARIOUS SECTIONS OF BIDDING DOCUMENT**

SL No.	RFQ Section	CLAUSE NO.	Type	EXISTING PROVISION	MODIFIED PROVISIONS
1	PART - 1 INSTRUCTIONS TO BIDDERS Page 34 of 174 Volume- I and Corrigendum No. 5	Clause No. 22.6	Clarification	<p>22.6 FALL CLAUSE: 22.6.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Dept. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.</p> <p>22.6.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Dept. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.</p> <p>The above stipulation will, however, not apply to:</p>	The contents of the clause 22.6 stands deleted

				<p>a) Exports by the Contractor/Supplier or b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement</p> <p>22.6.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order: - "I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the OIL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Dept. of Central Govt. or any Dept. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the OIL under the order." Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) of sub-para 22.6.2 above, of which details shall be furnished by the supplier.</p>	
2	PART - 1 INSTRUCTIONS TO BIDDERS	Clause No. 36	Addition	No Provision Exists	36.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23 rd 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. 23 rd 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

					<p>take note of the following clauses and submit their offers accordingly wherever applicable.</p> <p>Bidders must submit duly sealed & signed undertaking as per format provided vide, "Annexure-II" along with the technical bid.</p> <p>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.</p> <p><u>Validity of Registration:</u></p> <p>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.</p> <p>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.</p>
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					<p>III. “Bidder from a county which shares a land border with India “for the purpose of this Order means: -</p> <ol style="list-style-type: none"> 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. <p>IV. The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> 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 - <ol style="list-style-type: none"> a. “Controlling ownership interest” means ownership of or entitlement to more than
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					<p>twenty-five per cent of shares or capital or profits of the company;</p> <p>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;</p> <p>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 of entitlement to more than fifteen percent of capital or profits of the partnership.</p> <p>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;</p> <p>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;</p>
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					<p>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.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>VI. 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.</p>
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Annexure-II

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

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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 Authorised 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.