

#### OIL INDIA LIMITED

(A Government of India Enterprises)
KG Basin Project, D.No. 11-4-7, 3<sup>rd</sup> Floor
Nookalamma Temple Street, Ramaraopet
Kakinada-533004,
Andhra Pradesh (India)

TEL. NO: (91-884) 2302176 FAX NO: (91-884) 2352383 Email: kgbasin@oilindia.in

DATE: 27.09.2017

TENDER NO. SEG5900L18

# FORWARDING LETTER

Dear Sirs,

OIL invites Bids for supply of **Drill Bits** for its operations in KG Basin through **E-Procurement Portal**. The details of the tender are as under:

- 1. Details of items with specifications & quantities: Refer **Annexure-I.**
- 2. General terms and Conditions of the tender are as per attached document No. MM/GLOBAL/E-01/2005 and its Addendum.
- 3. The prescribed Bid Forms for submission of bids are available in the tender document folder. Technical Checklist and Commercial Checklist vide Annexure IV must be filled-up and submitted along with the technical bid.

4. Type of Bidding : Single Stage - Composite Bid System

5. Bid security : **INR 58,300.00 OR USD 900.00** (Valid

till 120 days from Bid Closing Date)

6. Performance Security : Applicable @ 10 % of order Value.

(Bidder to confirm submission of Performance Guarantee while quoting)

7. Bid Closing / Opening Date & : 10.10.2017(11.00HRS;IST)/

Time

10.10.2017 (15.00 HRS;IST)

8. Bid Validity : Bid should be valid for **90 days** from

Bid Closing date.

9. Bid Opening Place : Oil India Limited, KG Basin Project,

Door No. 11-4-7 (3<sup>rd</sup> Floor), Nookalamma Temple Street, Ramaraopeta, Kakinada-533004,

Andhra Pradesh, India

#### **Special Notes:**

- 1.0 The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/GLOBAL/E-01/2005 for Eprocurement (ICB Tenders).
- 2.0 Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except Earnest money/Bid Security deposited vide Bank Guarantee which is to be submitted manually in sealed envelope super scribed with tender no. and due date at the office of Executive Director (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.

Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office on or before the scheduled date of opening of tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

A scanned copy of this document should also be uploaded online along with the un-priced Techno-commercial bid documents.

Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the Executive Director (KGB & BEP),in presence of the authorized representatives of the bidders.

If the digital signature used for signing is not of "Class -3" wit Organizations name, the bid will be rejected.

Bids without Bid Security in the manner specified above will be summarily rejected.

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.

- 3.0To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.
- 4.0The tender is invited under **SINGLE STAGE-COMPOSITE BID SYSTEM.** The bidders shall have to submit both the "TECHNO-COMMERCIAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Techno-commercial Bid should be as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the **RFx Information-> Technical Attachments.** The "TECHNO-COMMERCIAL

UNPRICED BID" shall contain all techno-commercial details. Details of prices as per Bid format/priced bid can be uploaded as Attachment in the attachment link under "Notes and Attachments".

The Price Bid rates to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under "Notes & Attachments" of OIL's e-Tender portal. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Offer not complying with above submission procedure will be rejected

Notes and Attachments → Only Price Details Should Be Uploaded

Technical attachments → All technical bid documents

Please do refer "NEW INSTRUCTION TO BIDDER FOR SUBMISSION" for the above two points and also please refer "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal.

- 5.0Bidders must ensure that their bid is uploaded in the system before the tender closing date and time failing which the offer shall be rejected.
- 6.0To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 7.0 Attention about GST: Please ignore the details given about the taxes, duties & levies in anywhere in Tender documents which is not applicable now after implementation of GST with effect from 01.07.2017. Others all terms and condition remains same. Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-E** for compliance
  - Oil India Ltd., KG Basin Project's GST provisional ID No.: 37AAACO2352C1ZW.
- 8.0 Against Bid Security/EMD/Performance Bank Guarantee Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.
- 9.0 The Integrity Pact is not applicable against this tender

Yours Faithfully, OIL INDIA LIMITED

Sd/(A. Baruah)
Manager Materials
For General Manager (C&P)
For Executive Director (KGB&BEP)

### ANNEXURE - I

## TECHNICAL SPECIFICATIONS WITH QUANTITY:

Item No./	Material Description	Quantity	UOM
Mat. Code			
<u><b>10</b></u> 05033674	PDC BIT	2	NO
	Bit - 5.7/8", 7 Blade / 13mm, Matrix body, PDC with at least 3 nozzles or up to 8 with 3.1/2" API Reg pin. With 1 no Nozzle replacement kit.  Nozzles: 4 sets each of sizes - 10/32", 12/32", 14/32" & 16/32" 1 no PDC Bit Breaker and Gauge for 7 Blade / 13 mm PDC Bit as above.		
<b>20</b> 05033681	5.7/8", Conical Roller Cone (537) Twin seal HT RC or Premium High Temperature Seal rated for a minimum of 450 °F with 3.1/2" API Reg. Pin. Heel, leg & shirttail gauge protection. Motor compatible. With 1 no Nozzle replacement kit.  Nozzle for above: 11,12,14,16/32"-1 set each.	4	NO

#### NOTES:

- 1.0 Materials to be supplied hereunder shall be new, unused, of recent make, of best quality & workmanship and shall be guaranteed by the seller for a period 18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the seller shall be replaced immediately by the supplier at the supplier's expense at no extra cost to OIL.
- 2.0 BIDDER TO PROVIDE VALID API CERTIFICATE ALONGWITH THE QUOTATION.
- 3.0 Bidders have to indicate the minimum FOB/FCA charges in case of partial order for reduced quantity/items. In case this is not indicated specifically, the charges quoted would be prorated calculated and the same will be binding on the bidder.
- 4.0 Please mention clearly in your quotation the Net Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges upto Chennai Sea Port/Chennai Airport, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.

- 5.0 The Port/Airport of unloading is Chennai Sea Port/Chennai Airport, India (For Foreign Bidders).
- 6.0 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 7.0 Bid should be valid for **90 days** from bid closing date, failing which offer shall be rejected.
- 8.0 The original bid security (Amount is mentioned above and also in Basic Data of the tender in OIL's e-portal) should reach Oil India Limited, KG Basin Project, Door No. 11-4-7 (3rd Floor), Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh, India before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bid security shall be valid up to 120 days from the bid closing date. Please submit bid bond as per format vide PROFORMA –I (attached)

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

- 9.0 The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. The prices of the items should be quoted in the prescribed price bid format (PROFORMA –A) under "Notes and Attachments" Tab.
- 10.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 11.0 The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable customs duty for import of goods shall be zero. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation. However, IGST @5% shall be applicable.
- 12.0 Delivery Schedule: Preferably within 8-10 (ten) weeks. Bidders to confirm acceptance of the same while submitting their bid or to quote their best delivery schedule. Considering urgency of requirement of the materials the bidder are to quote their best delivery period.

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# PROFORMA-A

# **Price Bid Format**

Srl. No.	DESCRIPTION	Qty.	Unit	Unit Rate (currency)	Total Value (currency)
1	Item No. 10(Mat Code: 05033674)	2	NO		
2	Packing & FOB Charges				
3	FOB Value (1+2)				
4	Ocean Freight Charges up to Chennai, India				
5	Insurance Charges@0.5 % of Total FOB Value vide (3) above				
6	Banking Charges @ 1 % of Total FOB Value vide (3) above in case of payment through Letter of Credit. If confirmed L/C at buyer's account is required, 1.5% of Total FOB Value will be loaded)				
7					
8	Landing Charges 1% on(7)				
9	CIF Landed Value (7+8)				
10	Basic Custom Duty on 9				
11	CIF +CD Landed Value(9+10)				
12	IGST on (11)				
13	CIF+CD+GST Landed Value (11+12)				
14	Total value in words				
15	Gross Weight of total consignment :				
16	Gross Volume of total consignment				

Srl. No.	DESCRIPTION	Qty.	Unit	Unit Rate (currency)	Total Value (currency)
1	Item No. 20 (Mat Code: 05033681)	4	NO	(currency)	(currency)
2	Packing & FOB Charges				
3	FOB Value (1+2)				
4	Ocean Freight Charges up to Chennai, India				
5	Insurance Charges@0.5 % of Total FOB Value vide (3) above				
6	Banking Charges @ 1 % of Total FOB Value vide (3) above in case of payment through Letter of Credit. If confirmed L/C at buyer's account is required, 1.5% of Total FOB Value will be loaded)				
7	CIF Value (3+4+5+6)				
8	Landing Charges 1% on(7)				
9	CIF Landed Value (7+8)				
10	Basic Custom Duty on 9				
11	CIF +CD Landed Value(9+10) IGST on (11)				
13	CIF+CD+GST Landed Value (11+12)				
14	Total value in words				
15	Gross Weight of total consignment :				
16	Gross Volume of total consignment				

## Bid evaluation criteria:,

To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections/adjustments given herein.

# **Comparison of Offers:**

Comparison will be done on Total value vide Sl. no 13 of Price Bid Formatagainst each items.

#### Note:

The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable customs duty for import of goods shall be zero. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation. However, IGST @5% shall be applicable.

## PROFORMA-I

### PROFORMA OF BID SECURITY (BANK GUARANTEE)

To,

**OIL INDIA LIMITED** KAKINADA-533004.

ANDHRA PRADESH, INDIA	
WHEREAS, (Name of Bidder) (he called the Bidder) has submitted their offer Dated for supposite at KG Basin Project (hereinafter called "the Bid") against CLIMITED, KAKINADA, Andhra Pradesh, India (hereinafter called the Content No. SEG5900L18.	IL INDIA
KNOW ALL MEN BY these presents that we (Name of of (Name of Country) having our registered (hereinafter	
called "Bank") are bound unto the Company in the sum of (*which payment well and truly to be made to Company, the Bank binds successors and assignees by these presents.	
SEALED with the said Bank this day of 20	
THE CONDITIONS of these obligations are:	

- 1. If the Bidder withdraws their Bid within its original/extended validity; or
- 2. The Bidder modifies/revises their bid suomoto; or
- 3. The Bidder does not accept the contract; or
- 4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
- 5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

This guarantee will remain in force up to and including the date (\*\*) and any demand in respect thereof should reach the Bank not later than the above date.

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:

#### TENDER NO. SEG5900L18

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
Name of Bank & Address
Witness Address
(Signature, Name and Address)
Date:

Note: If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

<sup>\*</sup> The Bidder should insert the amount of the guarantee in words and figures.

<sup>\*\*</sup> Date of expiry of Bank Guarantee should be minimum 120 days from the Bid Closing date.

# FORM OF PERFORMANCE BANK GUARANTEE

To: Oil India Limited, Door. No. 11-4-7 (3 <sup>rd</sup> Floor) Nookalamma Temple Street Kakinada - 533004 Andhra Pradesh India
WHEREAS
(Name of the Seller) (herein after called 'the Seller') has undertaken, in pursuance of Order No
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.
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
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

#### TENDER NO. SEG5900L18

(Signat	ure, Name and Address)	
Date: _ Place:		

Note: If Bank Guarantee is submitted towards 'Performance Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

#### **ANNEXURE-E**

# TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR (For Supplies/ Services during GST Regime)

#### INDIRECT TAXES/ 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 right to recover the difference in case the rate of duty/taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the 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

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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. 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.
- 7. 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.
- 8. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

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# TENDER ENQUIRY HAS BEEN ISSUED TO THE FOLLOWING VENDORS:

Vendor No.	Vendor Name
100638	BAKER HUGHES SINGAPORE PTE
101780	HALLIBURTON EXPORT INC
102444	NOV DOWNHOLE EURASIA LIMITED
102756	SMI OILFIELD TECHNOLOGY AND PRODUCT