

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. Duliajan-786602, Assam  
Fax No. 91-374-2800533, E-mail:material@oilindia.in

**ANNEXURE-IA**

**Tender No. : SSG5776L18/10**  
**Tender Date : 16.09.2017**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 05037801	ROCK BIT, SOFT FORMATION, JET CIRCULATION, TRI CONE, MILLED TOOTH, API MONOGRAM AS PER API SPEC.7-1(Beyond 3500 Meters) Bit Size : 660.4mm (26") Pin Size : 193.675 mm (7-5/8") API Regular I.A.D.C. : 1-3-5 Nozzles : 24/32" Set: 12 Sets 26/32" Set: 06 Sets  (1 Set = 3 Nos. of Nozzles together with required 'O' ring cir clips, etc.)	15	NO

**Note description for item no./nos. : 10**

Notes: Bidders to confirm/ forward the following with the quotation:

- a) Copy of valid API Specification 7-1 certificate.
- b) Catalogue/ Literature of the offered bit indicating complete technical specifications.
- c) Bits must be marked as per API Specification 7 including API Monogram.

**Standard Notes: 1.0 BIDDER TO PROVIDE VALID API CERTIFICATE ALONG WITH THE QUOTATION.****2.0 BIDDERS TO QUOTE THEIR BEST DELIVERY PERIOD**

3.0 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic form in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specification of the Tender and the Priced Bid as per the Online Price Bid Format. The Techno-Commercial Bid should be submitted in the "Technical Rfx", while the prices are to be quoted in "Notes & Attachment" Tab.

4.0 Bidders are required to quote with a minimum validity of 90 days from the Bid Closing Date, as per NIT requirement. Bids with lesser validity shall be rejected.

5.0 Performance Guarantee @10% of the order value shall be applicable in the event of order. Bidder to confirm submission of Performance Guarantee while quoting failing which, the offer will be rejected as per para 1.9 of BRC of Section D of General Terms & Conditions for Global Tender (MM/GLOBAL/E-01/2005-July2012).

6.0 The original bid security (Amount is mentioned above and also in Basic Data of the tender in OIL's e-portal) should reach us before bid closing date and time of technical bid. Bid without original bid security will be rejected. The bidders who are exempted from submitting of Bid Bond should attach documentary evidence in the Collaboration folder as per clause 9.8 of Section A General Terms and conditions for Global Tender (MM/GLOBAL/E-01/2005-July2012). The bid security shall be valid up to 09.05.2018. Please submit bid bond as per revised format.

7.0 Bidders to refer to Special Notes (given below) for the Taxes and Duties/Clauses under GST Regime.

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8.0 Bidders should submit their bids incorporating the following details:

- (i) **GST Registration Details of the Supplier:** .....
- (ii) **Item-wise HSN Code:** .....
- (iii) **Applicable Rate of GST:** .....

9.0 Bidders to note: OIL Duliajan's Provisional GSTIN No.: **18AAACO2352C1ZW**

10.0 Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005-JULY2012). Bidders are requested to take note of the same and to submit their offers accordingly.

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

12.0 The following points are deemed as "non-negotiable" and offer shall be rejected straight-away without seeking clarification in the case of the following:

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

**13.0** The Integrity Pact is **APPLICABLE** against this tender. Therefore, please attach the Integrity Pact document duly signed along with your quotation as per BRC. The names of the OIL's Independent External Monitors at present is as under:

1. **SHRI RAJIV MATHUR, IPS (Retd.),**
2. **SHRI SATYANANDA MISHRA, IAS (Retd.),**
3. **SHRI JAGMOHAN GARG, Ex-VIGILANCE COMMISSIONER, CVC**

Their email ids are furnished in OIL's website, [www.oil-india.com](http://www.oil-india.com)

**Special Notes : TAXES & DUTIES CLAUSE (For Vendor/Supplier/Contractor; for supplies/services during GST Regime i.e. New Tender)**

1) For the purpose 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 & Services Tax (Compensation to States) Act, 2017.

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(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 and 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 the right to recover the difference in the 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 system/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Limited.

3) Offers without giving any of the details of the taxes (including rate 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) 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

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

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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.

9) **Purchase Preference Policy (Linked with Local Content) (PP-LC)** is applicable to this tender and may refer to Annexure-I in this regard in addition to the clauses mentioned here under:

a) Ministry of Petroleum & Natural Gas, Government of India implemented PP-LC Policy to provide Purchase Preference (linked with local content) by notification no. Ref.O-27011/44/2016-ONG-II/FP dtd.25.04.2017.

b) As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. Bidders seeking Purchase preference (linked with Local Content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide MOPNG notification no.O-27011/44/2015-ONG-II/FP dated 25.04.2017 as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).

c) 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.

d) Price Break-up: The bidder shall provide break up of "Local component" and "Imported Component" along with their price bid.

e) Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:

"We \_\_\_\_\_ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. Policy against under tender no. \_\_\_\_\_."

f) Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):

"We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL's tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder)."

g) Failure to submission of documents as mentioned in d), e) & f) above will be treated as "Calculation of LC is not verifiable, the value of LC of the said component shall be treated as

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NIL" and hence will not be eligible for PP-LC.

h) At the time of bidding, the bidder has to confirm in their bid for submission/complying the following in the event of order:

i) In case of procurement of goods under PP-LC, the LC content may be calculated by the supplier and the verification of the procurement of goods, service shall be carried out by a Statutory Auditor engaged by the bidder.

ii) The supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met, 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.

iii) The local content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

iv) 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. View this, the supplier shall confirm in their bid for submission of PBG (PBG-PPLC) of 10% of the contract value which shall be valid throughout the execution of the contract (format as provided vide the notification). This PBG-PPLC is in addition to the PBG, which is required to be submitted by the successful bidder as per OIL's general terms & condition. Bidders to provide an undertaking complying to the submission of additional PBG along with their bid, in case of availing PPLC benefit.

v) Bidders should note that PP - LC shall not be available in case of procurement of goods /services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP).

**10) Price Bid Format:**

Bidders are required to submit the summary of the prices in their priced bids as per the attached format vide Annexure-P.

**11) 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.

**Note:** 1) Domestic Bidders must quote inland freight charges upto Duliajan. 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.

2) 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. However, IGST @5% shall be applicable. IGST @5% shall be applicable for Indigenous bidders also under deemed export benefit.

**11.1 When only Foreign Bidders are involved:**

Comparison of bids shall be done on the basis of "TOTAL" CIF+CD+GST LANDED VALUE"

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quoted by the Bidders against each individual item as per Priced Bid Format adopted in the Tender including TPI, Packing & Forwarding, FOB Charges, Banking & Insurance, Ocean Freight, Landing Charges@1% & applicable GST.

Note: Banking Charge in the country of the Foreign Bidder shall be borne by the bidder. Banking Charge 1% for payment through Letter of Credit and 1.55% if confirmed LC at buyer's account is required.

**11.2 When only Domestic Bidders are involved or when more than one domestic bidders are in contention in case of mixed response:**

Comparison of bids shall be done on the basis of "TOTAL FOR DULIAJAN VALUE" quoted by the Bidders against each individual item as per Priced Bid Format adopted in the tender including Packing & Forwarding, Inland Freight Charges, Insurance and applicable GST.

**11.3 When both Foreign & Domestic Bidders are involved:**

The Total Value of the Domestic Bidder as worked out as per para 11.2 above and Total Value of the Foreign Bidder worked out as per para 11.1 above will be compared.