



OIL INDIA LIMITED
(A Government of India Enterprises)
PO : Duliajan – 786602
Assam (India)

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TENDER NO. SSG7847L22/03

DATE: 05.08.2021

INVITATION TO e-BID

Dear Sirs,

OIL invites online International Competitive Bids (ICB) under **Single Stage Two Bid System** supply of **12.1/4” PDC Bits** through **e-Procurement**. The details of the tender are as under:

1. Details of items with specification, quantity and special notes are given in **Annexure– IA**.
2. General terms and Conditions of the tender are as per attached document No. MM/GLOBAL/E-01/2005-July2012.
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 TWO BID SYSTEM**
5. Performance Security : **Applicable**
6. Bid Closing/Opening Date : **22.09.2021**
7. Type of Tender : **International Competitive Bidding**
8. Bid Security : **Not Applicable (However filling up of Bid Securing Declaration is necessary)**
9. Bid Security Validity : **Not Applicable**
10. Bid Validity : **Minimum 120 days from the Bid Closing Date**
11. Integrity Pact : **Applicable**

Special Note:

- 1.0** The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005-July2012 for E-procurement (ICB Tenders) including Amendment and Addendum.
- 2.0** Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually (*in addition to uploading in e-tender portal*) in sealed envelope super-scribed with Tender No. and Due date to **The GM Materials-(HoD), Materials Department, Oil India Limited, Duliajan-786602, Assam** on or before **11:00 Hrs (IST)** on the Bid Closing Date mentioned in the Tender.

- a) Original Bid Security/EMD (if applicable)
- b) Voluminous document, if any, like Literature, Detailed Catalogue of the products etc.
- c) Any other document required to be submitted in original as per tender requirement.

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

- 3.0** Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the 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.
- 4.0** 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.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 5.0** 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.
- 6.0** All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) with organisation name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate without organization name, will be liable for rejection.
- 7.0** For convenience of the qualified Bidders and to improve transparency, the rates/cost 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 from 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 e-tender.
- 8.0** The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Custom Duty against Material Value valuing

INR 1.00 Lakh and above & Concessional IGST during import (**Oil India Limited being the direct importer**) will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for Invoice having Material Value of INR 1.00 Lakh and above) against Essentiality Certificate wherever applicable, as per Notification No.3/2017 – Integrated/ Central Tax (Rate) dated 28th June, 2017. **However, Indian bidders are requested to quote actual rate of GST with HSN Code.**

- 9.0** Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 10.0** Bidders are requested to examine the instructions, forms, terms and specifications in the bid. Failure to furnish an information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in rejection of its offer without seeking any clarifications.
- 11.0** To ascertain substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarifications in respect of Clauses covered under the BRC also and such clarifications fulfilling the BRC clauses must be received on or before the deadline given by the company, failing which, the offer will be summarily rejected.
- 12.0** The prices of the items should be quoted as per Annexure P and uploaded separately under the tab "Notes & Attachment".
- 13.0** Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 14.0** Please refer to the "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal.
- 15.0** OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following two documents before uploading their bid. These documents are also uploaded as part of NIT.
- 15.1 Guidelines to Bidders for participating in OIL.
- 15.2 Instruction to bidder for submission.
- 16.0 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 are requested to submit an Undertaking as per ANNEXURE-K as under along with their offer failing which their offer shall be liable for rejection.**
- 17.0 Bids received in physical form against online invitation through e-portal shall be rejected** (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.
- 20.0** 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.

Yours Faithfully,

Sd-
(AAYUSH SOMANI)
MANAGER MATERIALS (FS)
FOR GM-MATERIALS (HoD)

Standard Notes:

AA. BIDDER TO PROVIDE VALID API CERTIFICATE & TECHNICAL LITERATURE AND CATALOGUE ALONG WITH THE QUOTATION.

BB. BIDDERS TO QUOTE THEIR BEST DELIVERY PERIOD.

1) The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet NO. Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendment and Addendum.

2) The tender is invited under **SINGLE STAGE TWO BID SYSTEM**. 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. 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 priced bid of the items should be uploaded as an attachment under Notes & Attachments tab. Please note that the Technical Rfx Response is meant for Technical Bid only. Therefore, no price should be given in above Technical Rfx otherwise the offer will be rejected. Priced bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.

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 otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User - > Technical Bid only.

The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. The prices bid of the items should be uploaded as an attachment under Notes & Attachments tab as per ANNEXURE-P.

3) Bidders are required to quote with minimum validity of 120 days from the Bid Closing Date as per NIT requirement. BIDS with lesser validity shall be rejected.

4) No Bid Security /Earnest Money Deposit (EMD) is required to be submitted against this tender. Instead of EMD/Bid Security,

all the bidders shall be required to sign a "Bid securing declaration" accepting that if they withdraw or modify their Bids during 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/Purchase order, they shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry.

Bidders shall submit "Bid Securing Declaration" as per enclosed PROFORMA-4 along with their Technical bids.

5) PERFORMANCE SECURITY:

Successful bidder shall be required to furnish a Performance Security equivalent to 3(three) percent (3%) of total Order Value within 30 days of receipt of LOI/notification of award. The performance security must be in the form of Bank Guarantee (PROFORMA - 3) or in the form of a Bank Draft/Cashier's cheque/Banker's cheque to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

A) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder/service provider, or

i) In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India. 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. Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable

ii) The domestic CONTRACTOR/service provider(s) 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.

iii) The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

B) The Performance Security shall be denominated in the currency of the contract.

C) The Performance Security specified above must be valid for minimum of 03 (three) months beyond the Warranty Period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

D) The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance /unsatisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/unsatisfactory performance.

E) The Performance Security will not accrue any interest during its period of validity or extended validity.

F) Bank charges, if any for submission of performance security shall be on supplier's account.

G) The validity of Bank Draft/Cashier's cheque/Banker's cheque should not be less than 3 months at the submission to OIL.

H) Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.

I) In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract.

6) Bidders should submit their bids incorporating the following details:

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

..
(iii) Applicable Rate of GST:
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..

7) Bidders to note: OIL Duliajan's GSTIN No.: 18AAAC02352C1ZW.

8) Bidders to take special note of the following conditions:

a) 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>.

b) 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.

c) 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/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.

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16TH June'2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till Jo'" June'2020 shall continue to be valid only for a period up to the 31st day of December, 2021.

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

(i) Udyam Registration Number with Udyam Registration Certificate.

OR

(ii) Proof of registration 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 Udyog Adhar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman 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.

d) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturers of tendered item(s) and registered with the appropriate authority (as mentioned above) for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/ confirmation as to whether their registered item is eligible for EMD exemption or not. Late communications in this regard and request for bid closing date extension on that plea shall not be entertained by Company.

e) Bid Security/EMD/Performance Bank Guarantee- Kindly refer Annexure-A attached.

9) 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 addition to uploading in e-tender portal) in sealed envelope super scribed with Tender no. and Due date to The Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 11:00 Hrs (IST) on the Bid Closing Date mentioned in the Tender.

- a) Original Bid Security (if applicable).
- b) Detailed Catalogue.
- c) Any other document required to be submitted in original as per tender requirement.

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

10) 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 bidder's risk and may result in the rejection of its offer without seeking any clarifications.

11) 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', 'and Accepted' or in any similar fashion is not acceptable.

12) The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Custom Duty against Material Value valuing INR 1.00 Lakh and above & Concessional IGST during import (**Oil India Limited being the direct importer**) will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for Invoice having Material Value of INR 1.00 Lakh and above) against Essentiality Certificate wherever applicable, as per Notification No.3/2017 - Integrated/ Central Tax (Rate) dated 28th June, 2017. However, Indian bidders are requested to quote actual rate of GST with HSN Code.

13) To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in Toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

14) 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 Annexure-B provided 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 of 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.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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.

15) 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 are requested to submit an Undertaking as per Annexure-K along with their offer failing which their offer shall be liable for rejection.

16) 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.

17) CONFIRMATION OF BID SECURITY/ PERFORMANCE SECURITY: The following clause is applicable for bid security/ performance security submitted in the form of bid bond/ LC. Bidders are requested to strictly comply to this clause:

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 767 / MT 767 COV for amendment of bank guarantee

The above message/ intimation shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch, IFS Code-HDFC0002118; SWIFT Code-HDFCINBBAL.

Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN-786602."

18) 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 them updated.

19) 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.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

20) 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.

21) 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 considering 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 e-tender.

22) Bidders to take note of clause no. 21.1.3 of the General Terms & Conditions for E-procurement of Indigenous Tenders vide

Booklet No. MM/LOCAL/E-01/2005 regarding transportation of materials.

23) Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

24) Please refer to the "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal.

25) Oil India Limited (OIL) has upgraded its E-tender Portal. 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.
- b) New Vendor Manual.

26) The prices of the items should be quoted as per Annexure-P and uploaded separately under the tab "Notes & Attachment".

27) 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.

28) 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.

29) Note for Foreign Bidders: In accordance with Income Tax Act, 1961, in the event of placement of Purchase Order, the bidder needs to 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. 10F (Annexure - 1)
- (c)** No Business Connection or Permanent Establishment Certificate (Annexure - 2).

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 (Annexure -1) and/or PE certificate (Annexure -2) 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.

30) Note for Indian Bidders: 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 (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 (if applicable) 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.

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 the 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.

32) COUNTRY OF ORIGIN:

In case of imported items, the successful bidder shall submit "Certificate of Origin" issued only by "Chambers of Commerce" along with the shipping document. Bidder to confirm the same.

33) SHORT SHIPMENTS:

Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser.

34) Miscellaneous Notes:

(i) In case a Foreign Bidder's offer is based on certain component sourced within India, additional terms & condition specified elsewhere in the bid document shall be applicable in respect to such components.

(ii) In case any payment receipt of the foreign bidder against the order is subject to tax deduction at source in India, the Bidder shall quote their prices gross of Indian income tax. i.e., inclusive of Indian Income Tax at the applicable prevailing rate as per Indian Income Tax rules. OIL shall deduct at source the tax as applicable while making payments against each invoice for the services in India. Certificate for Tax Deducted at Source (TDS) shall be provided to the Seller.

(iii) 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 trans-shipment and consequent handling/storage of the goods.

(iv) Indian bidders are required to indicate both Ex-works as well as FOR Destination price by road. OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.

(v) Currency once quoted will not be allowed to be changed. OIL shall not be compensating for any exchange rate fluctuation.

(vi) Indian Bidders shall indicate the following in their offer:

(a) Ex Works unit and total price as per price bid format including packing, forwarding and insurance; all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection, testing and loading on transport carrier etc.

(b) The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

(c) Built in CIF value of import for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc.

(d) Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading, unloading of Line Pipes/Bend at Project Site/Warehouse. The prices should be inclusive of all taxes, duties, levies etc.

(vii) Foreign Bidders shall indicate the following in their offer:

(a) Bidders shall submit their unit & total prices on FOB - International Port of Shipment, and CIF - Port of entry, India basis as detailed out in the Price Schedule. The request for different price basis is merely to facilitate the comparison of bids and will not in any way limit the OIL's right to contract on different terms.

(b) Bidder shall also quote for Ocean Freight charges (including stowage charges) upto the port of entry, India, in the price schedule. The request for separate FOB Price and Ocean Freight is merely to facilitate the comparison of bids.

(viii) All shipments of material and containerised cargo shall be made by suitable vessels certified for seaworthiness and complying with National/ International safety regulations.

(ix) Seller shall inform the shipping details (Vessel details, Estimated Time of Arrival etc.) immediately on receipt of Bill of Lading. Detention & Demurrages, if any, due to early arrival of vessel, shall be to bidder's account.

(x) In case of placement of order, 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 bidder in their offer. In case the order is converted to C&F Kolkata Port, the performance security amount shall also be enhanced considering the quoted ocean freight charges.

(xii) 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.

35) The Integrity Pact is **APPLICABLE** against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The pro forma has to be uploaded by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.

The names of the OIL's Independent External Monitors at present are as under:

i) Shri Sutanu Behuria, IAS (Retd.)

E-mail: sutanu2911@gmail.com

ii) Shri Rudhra Gangadharan, IAS (Retd.),

Ex-Secretary, Ministry of Agriculture

E-mail: rudhra.gangadharan@gmail.com

iii) Shri Om Prakash Singh, IPS (Retd.),

Former DGP, Uttar Pradesh

E-mail: Ops2020@rediffmail.com

Special Notes:

Annexure-K

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-Materials
Materials Deptt,
OIL, Duliajan**

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
DECLARATION FOR BID SECURITY**

To,

M/s. Oil India Limited

..... ,
.....

Sub:

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, if required, or

(ii) fail or refuse to furnish the Contract 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.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Annexure-B

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.

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

Tender No. & Date : SSG7847L22/03 05.08.2021

Bid Security Amount : INR 0.00 OR USD 0.00

Bidding Type :

Bid Closing On : 22.09.2021 at 11:00 hrs. (IST)

Bid Opening On : 22.09.2021 at 14:00 hrs. (IST)

Performance Guarantee : Applicable @3% of order value excluding taxes & duties

OIL INDIA LIMITED invites Limited tenders for items detailed below:

| Item No./ Mat. Code | Material Description | Quantity | UOM |
|------------------------|---|----------|-----|
| 10 05037273 | <p>PDC BIT</p> <p>Poly Crystalline Diamond Compact Bit (Equivalent to IADC: M-322)</p> <p>Bit Size : 311.15 mm (12.1/4")</p> <p>Pin Size : 168.275 mm (6-5/8") API Regular</p> <p>Feature : MATRIX Body, Replaceable nozzles, PDC cutter with high thermal mechanical integrity, Gauge protection features (Thermally Stable Diamond inserts on the gauge), Low torque feature (Depth of Cut control elements at every blade), Low Exposure Cutter, impact arrestors, back reaming cutters on gauge pads on each blade and spiral gauze pad.</p> <p>Total cutter count : 35 or more</p> <p>Number of cutter Blades : 05 or more Cutter Size : 19 mm</p> <p>Cutter Type : New Generation Premium cutters like Rockstorm / Onyx-II / Stay Sharp / Select TMI / Helios Inferno/ ReflektorTM</p> <p>Gauge Length : Around 3 inches</p> <p>Junk Slot Area, in square inch: Minimum 29 Number of nozzles : 8 or more for efficient hole cleaning</p> <p>Replaceable Nozzles Size : As per manufacturer's standard to meet the drilling parameters stated below for optimum hydraulics.</p> <p>Each PDC Bit to be supplied with following Accessories:</p> <p>1) One Set of extra nozzles complete with required 'O' rings, cir clips etc.</p> <p>2) One set of Nozzles Replacement Kit.</p> <p>3) One no. of Bit Breaker</p> <p>Bit should be suitable to drill formations whose compressive rock strength varies from 2000 to 9000 psi in depth range from 1500 meters to 3500 meters and should be compatible to following Drilling Parameters: (Bidder to provide documentary evidence in the form of minimum 20 bit runs)</p> <p>a) Rotational Speed : 50-300 RPM (i.e. suitable for rotary, SDMM and RSS)</p> <p>b) Flow Rate : 500-1200 GPM.</p> <p>c) WOB : 3-18 Ton. d) Hydraulic</p> <p>Horse Power : 1 to 6 (indicative figure)</p> | 12 | NO |

Note description for item no./nos. : 10

NOTE TO BIDDER :

Bidder to provide documentary evidence in the form of minimum 20 bit runs for supplementing the performance.