



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

TELEPHONE NO. (91-374) 2808614

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Email: aayush\_somani@oilindia.in; erp\_mm@oilindia.in

TENDER NO. SSG4797L21/03

DATE: 31.07.2020

**INVITATION TO e-BID**

Dear Sirs,

OIL invites Bids for the supply of **8.1/2” X 4.1/2” Rock 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 @10% of Order Value**
6. Bid Closing/Opening Date : **14.10.2020**
7. Type of Tender : **International Competitive Bidding**
8. Bid Security : **Applicable (as mentioned in Annex.-IA)**
9. 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 may also be submitted manually (in addition to uploading in e-tender portal) in sealed envelope super-scribed with Tender No. and Due date to **The CGM Materials-(HoD), Materials Department, Oil India Limited, Duliajan- 786602, Assam** on or before **13:00 Hrs (IST)** on the Bid Closing Date mentioned in the Tender.
  - a) Original Bid Security/EMD.
  - 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](http://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 CIF Value valuing INR 1.00 Lakh and above & Concessional IGST during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for Invoice valuing 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 Against **Bid Security/EMD/Performance Bank Guarantee- Only payments through online mode or submission of Bank Guarantee/LC will be acceptable.** DD/Cheques/Cashier Cheque or any other mode shall NOT be acceptable.
- 11.0 The prices of the items should be quoted as per Annexure P and uploaded separately under the tab “Notes & Attachment”.
- 12.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 13.0 Please refer to the **"New Vendor Manual (effective 12.04.2017)"** available in the login Page of the OIL's E-tender Portal.
- 14.0 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.
- 15.0 **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.**
- 16.0 **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.

Yours Faithfully,

Sd-  
(AAYUSH SOMANI)  
MANAGER MATERIALS  
FOR CGM-MATERIALS

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

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Tender Fee : INR 0.00 OR USD 0.00  
 Bid Security Amount : INR 127,550.00 OR USD 1,750.00

**Bidding Type :**

Bid Closing On : 14.10.2020 at 13:00 hrs. (IST)

Bid Opening On : 14.10.2020 at 13:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Global tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 05030485	TRI-CONE, MILLED TOOTH, SOFT FORMATION, JET CIRCULATION, FRICTION SEALED BEARING TYPE ROLLER BIT WITH GAUGE PROTECTION AND HAVING API MONOGRAM AS PER API SPEC. 7-1 Bit Size : 215.9 mm (8.1/2") Pin Size : 114.3 mm (4.1/2") API Regular I.A.D.C. : 1-1-7 M  Nozzle Size : 15/32" - 20 Sets : 16/32" - 20 Ses : 18/32" - 25 Sets  (Each set containing 3 nozzles complete with O-ring, circlip or nozzle-housing)  Essential Features : i) The Bit should be suitable both for Rotary & High speed Motor Drilling in Directional & Horizontal application ii) Should have additional Heel protection, Leg & Shirttail Protection and Gauge protection. iii) Recommended maximum operating RPM : Not less than 270 RPM. iv) Bits are to be manufactured and monogrammed as per API Spec. 7-1	50	NO

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

Note description for the item :

- a) Manufacturer must have valid API Spec. 7-1 Certificate and the same is to be forwarded with the offer.
- b) Literature/ Catalogue of the products offered to be submitted with the offer.
- c) Bidder must provide information about the specified Essential Features of the Bit.

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**Standard Notes: 1.0 (A) BIDDER TO PROVIDE VALID API CERTIFICATE & TECHNICAL LITERATURE AND CATALOGUE ALONG WITH THE QUOTATION.**

**2.0 BIDDERS TO QUOTE THEIR BEST DELIVERY PERIOD.**

3.0 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 prices bid of the items should be uploaded as an attachment under Notes & Attachments tab. No price should be given in above Technical Rfx otherwise the offer will be rejected.

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.

**4.0 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.**

5.0 Performance Guarantee @ 10% of order value shall be applicable in the event of order. Bidder to confirm submission of Performance Guarantee while quoting failing which offer shall be treated as rejected as per para 1.9 of BRC of section D of general terms and Condition 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 31.05.2021. Please submit bid bond as per revised format.**

7.0 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: .....

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

9.0 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 issued by Ministry of Micro, Small

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and Medium Enterprises. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

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

i. Udyam Registration No. with Udyam Registration certificate  
OR

ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & 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, 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.

10.0 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.

11.0 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.

**12.0 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 03 (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.

13.0 Along with the technical bid, bidders must submit duly filled undertaking as per format provided vide Annexure-K as undertaking towards submission of authentic information/documents.

14.0 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 proforma has to be returned 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. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway.

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

i) Shri Sutanu Behuria, IAS (Retd.)  
Ex-Secretary, Ministry of Heavy Industries & Public Enterprises  
e-Mail Id: sutanu2911@yahoo.com/sutanu2911@gmail.com

ii) Shri Rudhra Gangadharan, IAS (Retd.),  
Ex-Secretary, Ministry of Agriculture

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e-Mail Id: rudhra.gangadharan@gmail.com

15.0 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 Priced Bids are opened by the Company. A Bidder can view item-wise rates /costs of all other such peer bidders against the tender immediately after priced bid opening, if the e-tender is floated by The Company with PRICE CONDITION. In case the Priced Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE CONDITION), Bidders must upload their detailed Priced-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. Priced Bid in attachment form), the "Total Bid Value" as calculated and quoted by the Bidder shall only be shared among the eligible bidders and the Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Not with-standing 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 the bidders strictly as per the uploaded attachment & bid evaluation criteria only. Online view of prices as above shall be available to the bidder s only up to seven days from the date of Priced Bid Opening of the e-tender.

16.0 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.

17.0 Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/specifications of all major components, systems with Make & Model, etc. Generalised response like - 'As per NIT Specifications/Technical Leaflet', 'Noted', 'Accepted' or in any similar fashion is not acceptable.

18.0 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.

**19.0 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.**

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

Bidders must submit duly sealed & signed undertaking as per format provided vide, "Annexure-XX" 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

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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 county 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



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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.

**21.0 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.

**AA. CONFIRMATION OF BID SECURITY / PERFORMANCE SECURITY:** 1.0 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:

- a. (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 - HDFCINBBCAL.

Branch Address - HDFC Bank Ltd., Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, District - Dibrugarh, Pin - 786602.

- b. The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee.

**Note:** Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

**BB. GST Clauses:** 1.0 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.

2.0 The rates quoted by the bidders shall be inclusive of all taxes, duties and levies except GST.

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However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices.

Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

3.0 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.

4.0 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.

5.0 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.

6.0 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.

7.0 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.

8.0 GST liability, if any on account of supply of free samples (if any) against any tender shall be to bidder's account.

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**31.07.2020**

**Special Notes :**

**(i) 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)

**(ii) Annexure-XX**

**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  
#####  
#####

**Tender No. & Date : SSG4797L21/03**

**31.07.2020**

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.