



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

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**TENDER NO.:** SSG0011L19/10

**DATE:** 12.12.2018

**SUB: INVITATION FOR E-BID**

Dear Sirs,

OIL invites Bids under for the supply of **26” Rock Bit** through **E-Procurement**. The details of the tender are as under:

1. Details of item with specification and Qty: Refer **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 Composite Bid System (Limited)**
5. Integrity Pact : **Applicable**
6. Original Bid Closing /Opening Date: **13.02.2019**
7. Type of Tender : **International Competitive Bidding**

**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).
- 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 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 **13:00 Hrs (IST)** on the Bid Closing Date mentioned in the Tender.
  - a) Voluminous document if any like Literature/ Catalogue of the products etc.
  - b) Bid Security/EMD
  - c) Any other document required to be submitted in original as per tender requirement.

- 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.oil-india.com](http://www.oil-india.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 old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of bid response. Once decryption is done, the bidder may use his new DSC Certificate for uploading and submission of bid 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 The items covered by this tender shall be used by Oil India Limited in PEL/ML areas which are issued or renewed after 01.04.1999 and hence Nil Customs Duty during import will be applicable. Indigenous bidder shall be eligible for Concessional IGST@5% against Essentiality Certificate, wherever applicable, as per Notification No. 3/2017- Integrated/Central Tax (Rates) dated 28.06.2017 against this purchase. However, bidders are requested to quote actual rate of GST along with HSN Codes.
- 8.0 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.
- 9.0 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.
- 10.0 The prices of the items should be quoted as per Annexure P and uploaded separately under the tab “Notes & Attachment”.
- 11.0 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.
- 11.1 Guidelines to Bidders for participating in OIL.
- 11.2 Instruction to bidder for submission.

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 three (03) years from the date of detection of such fraudulent act, besides 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-II along with their offer, failing which, their offer shall be liable for rejection.**

Yours Faithfully  
Sd-  
(AAYUSH SOMANI)  
SR. PURCHASE OFFICER (FS)  
FOR GM-MATERIALS (HoD)

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 : SSG0011L19/10 12.12.2018**

Bid Security Amount : INR 115,000.00 OR USD 1,570.00  
 (or equivalent Amount in any currency)

**Bidding Type : Single Bid (Composite Bid)**

Bid Closing On : 13.02.2019 at 11:00 hrs. (IST)  
 Bid Opening On : 13.02.2019 at 14:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 05030177	ROCK BIT, SOFT FORMATION, JET CIRCULATION, TRI-CONE, NON-SEALED BEARING, MILLED TOOTH TYPE, BEARING API MONOGRAM AS PER API SPEC.7-1 IADC : 1-1-1 Bit Size : 660.40 mm (26") PIN Size : 193.675 mm (7.5/8") API Regular Nozzles : API REGULAR  ( 1 Set = 3 Nos. of Nozzles )  Special features of the bit : Bit to have a Standard Centre Jet & size of the jet has to be mentioned while quoting.	10	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.

**Standard Notes: 1.0 BIDDER TO PROVIDE VALID API CERTIFICATE ALONGWITH 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 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 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 31.08.2019. 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 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.

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-II 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 name of the OIL's independent external monitor is at present:

i) Shri Rajiv Mathur, IPS (Retd.)  
Former Director (IB) Govt. of India  
e-Mail Id: rajivmathur23@gmail.com

ii) Shri Satyananda Mishra, IAS(Retd.)  
Former Chief Information Commissioner &  
Ex-Secretary, DOPT, Govt. of India  
e-Mail Id: satyanandamishra@hotmail.com

iii) SHRI JAGMOHAN GARG,  
Ex- Vigilance Commissioner, CVC  
e-mail id: jagmohan.garg@gmail.com

**Special Notes : AA. 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:

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 Axis Bank, Duliajan Branch, IFS Code - UTIB0001129. Branch Address - AXIS Bank Ltd, Duliajan Branch, Daily Bazar, Jyotinagar 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. 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.