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#### **OIL INDIA LIMITED**

(A Govt. of India Enterprise) P.O. Duliajan-786602, Assam

E-mail:material@oilindia.in, Fax No.91-374-2800533

Tender No. & Date: DID1538L20/L3 28.05.2019

Bid Security Amount : INR 0.00 OR USD 0.00

(or equivalent Amount in any currency)

Bidding Type : Single Bid (Composite Bid)

Bid Closing On : 11.07.2019 at 13:00 hrs. (IST) Bid Opening On : 11.07.2019 at 13:00 hrs. (IST)

Performance Guarantee: Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

| Item No./<br>Mat. Code | Material Description                                                           | Quantity | UOM |
|------------------------|--------------------------------------------------------------------------------|----------|-----|
| 10<br>0C000404         | PMCC PANEL (Motor / Generator testing pan).                                    | 1        | NO  |
| 00000404               | Detailed description as per <u>Annexure - IA.</u>                              |          |     |
|                        | Install & comm.of item No.10                                                   |          |     |
| 10                     | Install & Commission of item No.10  Detailed description as per Annexure - IA. | 1        | AU  |

Standard Notes: (1) VALIDITY: Your offer must be valid for 75 days from the date of bid opening. Offer with inadequate validity will be rejected.

- (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.
- (3) The offer should be submitted in Duplicate.
- (4) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- (5) In the event you authorize your dealer/stockist/channel partner to quote on your behalf, the dealer/stockist/channel partner while submitting bid should mention on the body of the envelope that they are submitting bid on your behalf.

In the event the dealer/stockist/channel partner do not mention the name of their OEM/principal on the body of the envelope, the offer shall be treated as unsolicited offer and will not be considered for opening.

The dealer/stockist/channel partner should take note of above while submitting bid on behalf of

their OEM/principal.

- (6) For order with F.O.R. Destination term, 100% payment against despatch documents will not be entertained. In this regards please refer payment terms in ANNEXURE-MM/TENDER/LP/01/06.
- (7) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.
- (8) Bidder must mention page no./nos. in every pages of their offer.
- (9) Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.
- (10)Bidder should clearly mention their name and address on the outside of the envelope containing their offer.
- (11) 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, Small and Medium Enterprises(MSME) in the tender is furnished vide Amendment to General Terms and Conditions for INDIGENOUS TENDERS (MM/TENDER/LP/01/06). Bidders are requested to take note of the same and to submit their offers accordingly.
- (12) Bidders should refer to enclosed <u>Annexure-A</u> under special notes for the Taxes and Duties clauses under GST regime.
- (13.a) Bidders should submit their bids incorporating the following details:
- (i) GST Registration Details of Supplier:.....
- (ii) Item-wise HSN Code:.....
- (iii) Applicable Rate of GST:.....
- (13.b) Bidders to note OIL-Duliajan's Provisional GSTIN as: 18AAACO2352C1ZW.
- (14) <u>Delivery/collection</u> <u>Instructions in cases where transportation is in OIL's scope</u>:
- (i) The suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.
- (ii) Consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.
- (iii) The names of OIL's current authorized transporters are:
  - a) M/s Western Carriers (India) Ltd.
  - b) M/s DARCL Logistics Limited

## Bidder's are requested to note the above delivery/collection instructions while submitting their offers.

#### (15) Performance Security:

The successful bidder shall submit Performance Security @ 10% of PO value within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as

stated above.

The Performance Security shall be in the following form:

A Bank Guarantee in the prescribed OIL's format valid for 90 days beyond delivery period and applicable warranty/guarantee period (if any).

The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

#### However, PBG will be applicable only if value of Purchase Order exceeds Rs 5(five) lakhs.

**Note**: The Bank Guarantee issuing bank branch must ensure the following:

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 760 / 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.

(16) The applicable GST on the Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.

### (17) Bidders should fill-up and submit alongwith their bid an UNDERTAKING towards authenticity of information/documents furnished by them, as per enclosed ANNEXURE-K.

#### Special Notes : (I)

- 1. PMCC panels shall be installed and commissioned by the supplier at designated site at Electrical Workshop in OIL as per instruction of OIL's Engineer and as mentioned in the PR.
- 2. Supplier will be intimated 15 days in advance for installation and commissioning.
- 3. Boarding, lodging and transportation of commissioning personnel will be in the scope of the supplier. Bidder shall quote commissioning charges seperately.
- 4. All necessary manpower, tools and tackles, instruments etc. required for commissioning shall be in the scope of the supplier.
- 5. The following documents shall be submitted with the offer for scrutiny:
- i. Copy of test certificate for busbar rated 1000 Amps or above for fault level of 50kA for 1 second from CPRI or any govt. approved NABL accredited test laboratory.
- ii. Copy of test certificate for busbar rated 1000 Amps or above for temperature rise from CPRI or any govt. approved NABL accredited test laboratory.
- iii. Copy of test certificate for panels with Degree of Protection IP: 54 from CPRI or any govt. approved NABL accredited test laboratory.
- iv. Indicative general arrangement and layout drawing of the panel.
- v. Indicative schematic and single line diagrams of the panel.
- vi. Bidder shall have experience in design, fabrication and testing of LT PMCC Electrical Panels with ACBs and MCCBs.
- vii. Bidder shall have facility of minimum seven tank anti rust treatment system and powder coating for treatment and painting of sheet metal works for durability. Supporting documents shall be submitted along with the offer.

- viii. Indicative bill of materials with spares list and prices of spares.
- 6. In the event of an order, successful bidder shall submit fresh sets of detailed drawings (as mentioned above) within one month of placement of order which shall be approved by OIL before actual assembly/ manufacturing of the PMCC panels.
- 7. Offered panels must be new and in unused condition. No reconstructed/ rebuilt panels will be acceptable.
- 8. Components used in the PMCC panels shall be of makes (as given in the detailed description) and easily available. Bidder shall submit Bill of Materials (including any additional item to the item list given in the detailed description, if considered essential). Bidder shall also supply all spares essential for installation and commissioning of the PMCC panels at the designated site of OIL.
- 9. Bidder shall also include in their scope of supply, the operational spares for the panel components with their offer for panels. The quantities of the spares for the panel shall be as follows:

The spares will be exact replacement with the full rating, make and model of the units fitted in the panel.

List of minimum indicative spares (total nos., to be supplied with the panels as per OIL approved Bill of Materials):

- a. Main panel Incomer ACB (1000 A)- 01 nos. (01 nos. of operating handles will be provided with ACB)
- b. Main panel Incomer MCCB (630 A)# 2 (two) nos.
- c. All other outgoing feeder/starter panel MCCBs- 02 (two) nos. of each rating (400/250/100 A)
- d. Soft starters- 01 (one) no.
- e. Contactors- 4 (Four) nos. of each rating/size (for 40/20 HP SDS & 10/5 HP DOL starters)
- g. Overload relays-6 (Six) nos. of each rating/size (- do -)
- h. CBCT- 03 (three) nos. of each rating/size/type
- i. ELR (in conjunction with CBCT) -6 (Six) nos. of each rating/size/type
- j. Ammeters and CTs- 03 (three) nos. of each rating and size
- k. Remote local selector switch and local start/stop switch- 03 (three) nos. of each rating/size/type
- I. ON/OFF/OVERLOAD/Other types LED indication lamps with low voltage glow protection- 12 (twelve) nos. each colour/type
- m. One set of operating tools required to operate/maintain all the items installed in the panel like box wrench set, screw driver set etc. Standard electrician's tool kits from reputed firms like RS-Components, Stanley, Mekster etc. are to be supplied.

If felt necessary, bidder may include further items in the above spares list.

## Cost of the spares shall be included with the main item(Panel), However the prices of the individual spares shall be shown separately. In the event of an order, final list of spares to be supplied shall be approved by OIL, after drawing approval.

- 10. Bidder shall mention any deviations or other items/ points not indicated /included in the specifications but deemed necessary for design, Installation and commissioning, efficient control and operation of the PMCC panels. However proper justification for deviation must be given.
- 11. OIL representatives shall carry out pre-despatch inspection of panels and witness all necessary testing at manufacturer's works. Bidders shall separately quote charges towards inspection and witness test, if any. [To and fro charges of OIL's personnel to manufacturer's works will be to OIL's account]. Supplier to inform OIL at lest 15 days in advance for the said inspection.
- 12. Routine Test certificates/reports for the PMCC panels carried out at manufacturer's works as per relevant IS shall be submitted at the time of final inspection by OIL's representative

failing which despatch clearance will not be given.

- 13. PMCC panels shall be guaranteed for 12 (twelve) months from the date of commissioning at site.
- 14. Supplier shall submit"As-Built" drawings [3 (three) copies each] for the PMCC panels (after final assembly and commissioning at site) before handing over the same to OIL. In addition, supplier shall also submit technical brochures & operation and maintenance manuals of all items used in the panels.
- 15. Packing shall be adequate to avoid transit damage and water/ moisture ingress.
- 16. Items shall be procured from the manufacturer or their authorized dealer only.
- 17. Other than the OEM, the bidder shall submit valid authorised dealership certificate from OEM with legible signature, Name, Designation, Contact number and email address of the authorised signatory, without which the offer will not be considered for evaluation.
- 18. Panel details of item are given in "Annexure- I(as per attachment list).
- 19. Packing should be adequate to avoid transit damage and ingress of water.
- 20. The suitability of the supplied PMCC panel will be given only after successfully commissioning and testing of the PMCC panel at site.
- 21.Bidder shall quote for both, Supply of item(Panel) and Installation & Commississioning.

# (II) <u>Annexure -A</u> <u>TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR</u> (<u>For Supplies/ Services during GST Regime i.e., New Tender)</u> <u>INDIRECT TAXES/ GST</u>

- 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 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. 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. When Input tax credit is available for Set Off.

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL.OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

#### When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only.OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

- 6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 7. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
- 8. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- (III) While submitting the offer bidders should follow the ANNEXURE-BB (Price bid format and Bid Evaluation Criteria) as under:

#### **Annexure-BB**

#### **Price Bid Format and Evaluation Criteria for Indigenous Tenders:**

- 1. Basic material Value Including TPI, if any.
- 2. Pre Despatch Inspection charges, If any.
- 3. Packing & Forwarding Charges, if any.
- 4. Total Ex works Value (1+2+3).
- 5. GST on Total Ex-works value.

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- 6. Compensatory Cess, If any.
- 7. Total FOR Despatching Station value (4+5+6).
- 8. Freight Charges upto Destination inclusive of GST.
- 9. Insurance Charges in % of (7) inclusive of GST.
- 10. Training Charges, If any.
- 11. GST on Training Charges.
- 12. Installation and commissioning Charges, if any.
- 13. GST on I&C charges.
- 14. AMC Charges, if any.
- 15. GST on AMC Charges.
- 16. Any other charges, if any with GST.
- 17. Total Value (7+8+9+10+11+12+13+14+15+16)
- 18. Buy-Back Price, if any, with GST.
- 19. Total FOR Duliajan Value (17-18).

#### **Comparison of Offers:**

Comparison will be done on Total value vide SI no 19.

#### Note:

Domestic bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or Oil's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

Tender No. : DID1538L20/L3
Tender Date : 28.05.2019

Bid Closing On : 11.07.2019 at 13:00 hrs.(IST)
Bid Opening On : 11.07.2019 at 13:00 hrs.(IST)

#### Tender issued to following parties only:

| Slno | V Code | Vendor Name                         | City/Country |
|------|--------|-------------------------------------|--------------|
| 1    | 200009 | BHARAT HEAVY ELECTRICALS LIMITED    | BHOPAL       |
| 2    | 200310 | ASSAM ELECTRICALS                   | TINSUKIA     |
| 3    | 200311 | VENUS CONTROLS & SWITCHGEAR PVT. LT | KOLKATA      |
| 4    | 200832 | INDUSTRIAL EQUIPMENTS               | GUWAHATI     |
| 5    | 201596 | EVERLITE ENGINEERING INDUSTRIES     | PANITOLA     |
| 6    | 201659 | PURBANCHAL UDYOG                    | GUWAHATI     |
| 7    | 201667 | RIGHILL ELECTRICS PVT LTD           | BHOPAL       |
| 8    | 202289 | U.K. ENTERPRISE                     | GUWAHATI     |
| 9    | 202973 | TRADE & TECHNOLOGY PVT. LTD.        | DIBRUGARH    |
| 10   | 203062 | GLOCON                              | TINSUKIA     |
| 11   | 204244 | PCE PROJECTS PVT.LTD.               | KOLKATA      |
| 12   | 204567 | K.D. ENGINEERING WORKS              | DIBRUGARH    |
| 13   | 205062 | POWER GRID ASSOCIATES               | DULIAJAN     |
| 14   | 205777 | C&S ELECTRIC LTD                    | NOIDA        |
| 15   | 206089 | ELECTROKINGS                        | JORHAT       |
| 16   | 210271 | PRAYAAS AUTOMATION PVT. LTD.        | KOLKATA      |
| 17   | 211534 | RISHA CONTROL ENGINEERS PVT. LTD    | HARYANA      |
| 18   | 212328 | ULTIMA SWITCHGEARS LTD.             | DELHI        |