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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 : DID2901L20/L2 24.10.2019

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 : 05.12.2019 at 13:00 hrs. (IST) Bid Opening On : 05.12.2019 at 13:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

| Item No./ Mat. Code | Material Description | Quantity | UOM |
|------------------------|---|----------|-----|
| <u>10</u> 0C000059 | TECHNICAL SPECIFICATIONS: Storage Cabinet for CD/DVD | 4 | NO |
| 0000000 | Each Cabinet should comprised of the below mentioned components & respective Specifications. | | |
| | 1. Empty cabinet: Empty cabinet of overall dimensions 1023mm L x 600mm D x 1000mm H with a clear usable height of 900mm. Cabinet should be made from virgin cold rolled steel of thickness 1.6 mm. Cabinet should be of welded construction and Load bearing capacity of cabinet should be UDL 900 Kg. | | |
| | 2. Drawers: The cabinet should house 6 numbers of drawers of 150mm height. Drawers should be of 100% telescopic full extension with load bearing capability of 50 Kg UDL. The drawers should be made of CR steel of thickness 1.25 mm. The drawer base should be perforated with holes of 4mm diameter spaced at a pitch of 17mm. Clear usable area of each drawer should be 906mm L x 447mm D. 150mm drawer should have clear usable heights of 136 mm. The drawers should have vertical slots running along internal side of all 4 walls to accommodate partitions and other accessories. | | |
| | 3. Anti-tilt mechanism: Each cabinet should be fitted with anti-tilt mechanism in order to prevent accidental toppling and ensure opening of only one drawer at any time. The anti-tilt mechanism should be fixed to the cabinet using heavy duty high density poly propylene bearings to ensure a life of 15 years under repeated stress and dynamic loads. | | |
| | 4. Heavy duty slides for drawers: Each drawer should be attached to the cabinet using heavy duty telescopic slides. The slides should be made of 3.5mm thick steel and each pair of slides should be capable of withstand a load of 250 kg independently. Slides should be fixed to cabinet without bolts or welding and easy to remove and service. | | |
| | 5. Secure central locking mechanism: The unit should be provided with a secure tamper proof central locking mechanism located at the centre of top panel of the cabinet along keys in duplicate. | | |
| | 6. CD or DVD Racks: Standard CD/DVD rack of dimension 600 x 150 mm | | |

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| Item No./ Mat. Code | Material Description | Quantity | UOM |
|------------------------|--|----------|-----|
| | made of polyurethane material. Each rack could hold 30 standard CD or DVD cases. 180 standard CD or DVD cases (142x10x125 mm) can be stored into the 150 mm height drawer. Total of 1080 CD or DVD cases can be stored in 1 cabinet. The cases can be stored with their spines facing upwards. | | |
| | 7. The Cabinet should be Dust and Moisture proof. | | |
| | 8. Pre-treatment and surface finish: The raw material used in production of the unit should be provided of virgin steel & undergo 7 steps anti-rust and anti-corrosive treatment with special hot oil treatment to safeguard against saline and humid conditions. The final product should be powder coated to 60 micron thickness with Epoxy Polyester blend. | | |
| | 9. The unit should carry a minimum guarantee of 5 years. | | |

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 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

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

(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

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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 I 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 HDFC Bank, Duliajan Branch, IFS Code - HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar , Duliajan, 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)

SPECIAL TERMS & CONDITIONS:

A) GENERAL CONDITIONS:

- 1. Bidders must confirm that the goods to be supplied shall be new of recent make and of best quality and workmanship and shall carry a 05 (five) years warranty from the date of Installation and OEM maintenance services with back to back onsite maintenance support against any defect arising from faulty materials, workmanship or design. Defective goods/materials or parts notified by the OIL shall be replaced immediately at the vendor's expenses without involving any extra cost to OIL.
- 2. The specifications given in the tender are the minimum requirement. Bidders are required to respond to tender specifications point by point on the basis of which the offers would be evaluated and bids not meeting the tender specification will be rejected. Bids shall considered incomplete and be rejected if information/ details in any column/item in the tender document is not provided.
- 3. At the time of delivery, in case the quoted model becomes obsolete, then bidder shall offer latest model of same configuration or higher within the quoted price and under same terms & conditions after approval from competent authority in OIL.
- 4. Bidders must provide authentic published brochures/product catalogues with detailed specifications of the items for their offered make/model along with their Bid.
- 5. Support services during the warranty period are expected to be as per the OEM's standard warranty of the product.

B)WARRANTY:

1. The product should carry a 05 (five) years warranty against any manufacturing defects or malfunctions.

- 2. During the warranty period, successful bidder shall provide on-site service for preventive & corrective maintenance of all hardware supplied including replacement of defective parts without any extra cost to OIL.
- 3. In case of Dealer, certificate of OEM should be attached that OEM will provide support directly or through the particular dealer during the warranty period and Pro/advance support Service with Next Business Day (NBD) on-site service.
- 4. The defective parts during the 05 years warranty period should be first repaired/replaced and only then the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under warranty and services within the stipulated period will attract penalty as mentioned below.

In case bidder fails to repair or replace a defective part(s) under warranty services clause, within 72 hours from the time of reporting the breakdown, a penalty @ 0.5% per week or part thereof will be levied on total order value. If for any reason, the bidder fails to provide services within seven successive days from the date of reporting, the period of warranty shall stand extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty as above.

- 5. Bidder will have to arrange its own transport and accommodation for its service personnel/technicians at Duliajan during Warranty Period.
- 6. The warranty should cover all free service and free spare parts, excluding consumables.
- 7. The engineers/technicians for warranty and support services should be available on on-call basis.

(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> INDIRECT TAXES/ 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 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.

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- 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.

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- 3. Packing & Forwarding Charges, if any.
- 4. Total Ex works Value (1+2+3).
- 5. GST on Total Ex-works value.
- 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. : DID2901L20/L2 Tender Date : 24.10.2019

Bid Closing On : 05.12.2019 at 13:00 hrs.(IST) Bid Opening On : 05.12.2019 at 13:00 hrs.(IST)

Tender issued to following parties only:

| Slno | V_Code | Vendor Name | City/Country |
|------|--------|------------------------------------|---------------------|
| 1 | 200128 | BHARAT HARDWARE CO. | TINSUKIA |
| 2 | 200179 | KHAITAN CARPET CORPORATION | TINSUKIA |
| 3 | 200197 | THE PHOENIX AUTOMOBILE SALES | DIBRUGARH |
| 4 | 200221 | COMMERCIAL EQUIPMENTS HOUSE | DIBRUGARH |
| 5 | 200249 | KHAITAN'S | TINSUKIA |
| 6 | 201480 | GODREJ & BOYCE MFG. CO. LTD. | GUWAHATI |
| 7 | 202092 | MINUP BORA AND ASSOCIATES, | GUWAHATI-781007 |
| 8 | 203736 | FEATHERLITE PRODUCTS (P) LTD , | BANGALORE - 560 026 |
| 9 | 204845 | THIRD DIMENSION | GUWAHATI |
| 10 | 204846 | ARINDAM KAKOTY & ASSOCIATES | GUWAHATI |
| 11 | 204847 | ELIESTIC TEAM | ASSAM |
| 12 | 204861 | CONCORD ENTERPRISE | KOLKATA |
| 13 | 205529 | ATC AGENCIES | GUWAHATI |
| 14 | 213010 | SPANGLE STEEL PRODUCTS | DELHI |
| 15 | 405330 | DECOBIANCE | GUWAHATI |
| 16 | 405520 | FARM MACHINERY AND TRACTOR COMPANY | TEZPUR |