

**OIL INDIA LIMITED**

(A Govt. of India Enterprise) Fax No. 91-0374-2800533  
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**ANNEXURE-I****Tender No. : DIS5382L18/L4****Tender Date : 08.08.2017**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 13790645	SPARES FOR CATERPILLAR EQUIPMENTS Element, Fuel Filter (KIRLOSKAR # KFF 1299, FILCRON # FEP-246 & WINSTON#BPA-413F Diesel Engine Model 3208 and 3304 and Caterpillar Pipelayer 572GKFL Pt.No. KFF-1299  Part No. 1R 0711 Part No. P557440 of DONALDSON INDIA FILTER SYSTEM PVT.	80	NO
<b>20</b> 13921819	SPARES FOR CATERPILLAR EQUIPMENTS GROUP : AIR CLEANER SPECIAL STG12-0088 Element, Primary for Caterpillar Engine G399 DONALDSON Part No. P181044 (SMP-18-1044)  Part No. P18-1044	100	NO
<b>30</b> 13921821	Element, Safety for Caterpillar Engine No. G399 DONALDSON Part No. P11-9371	100	NO

**Note description for item no./nos. : 20, 30**

BIDDER OTHER THAN OEM MUST SUBMIT VALID DEALERSHIP/AUTHORIZATION CERTIFICATE AGAINST THE TENDER ALONGWITH THEIR OFFER, FAILING WHICH THE OFFER SHALL BE REJECTED.

**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

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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) 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. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in form of Bank Guarantee in the prescribed OIL's format valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement.

The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.

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.

**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-**

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**786602.**

**Special Notes : (I) Bidders other than OEM must submit valid dealership/authorization certificate from the OEM against the tender along with their offer, failing which the offer shall be rejected.**

**(II) Bidders should follow instructions as under:**

**(1.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:.....**

**(1.b) Bidders to note OIL-Duliajan's Provisional GSTIN as: 18AAACO2352C1ZW.**

**(2) Bidders should refer to Annexure-A for the Taxes and Duties clauses under GST regime as under:**

**ANNEXURE-A**

**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.

(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

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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.
6. Compensatory Cess, If any.
- 7. Total FOR Despatching Station value (4+5+6).**
8. Freight Charges upto Destination.
9. GST on Freight Charges.
10. Insurance Charges @ 0.5% of (7) inclusive of GST.
11. Training Charges, If any.
12. GST on Training Charges.
13. Installation and commissioning Charges, if any.
14. GST on I&C charges.

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- 15. AMC Charges, if any.
- 16. GST on AMC Charges.
- 17. Any other charges, if any with GST.
- 18. Total Value (7+8+9+10+11+12+13+14+15+16+17).**
- 19. Buy-Back Price, if any, with GST.
- 20. Total FOR Duliajan Value (18-19).**

**Comparison of Offers:**

**Comparison will be done on Total value vide SI no 20.**

**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.