

OIL INDIA LIMITED

(A Govt. Of India Enterprise) Tel : 033 2230 1657, 1658

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Kolkata-700001 E-mail: oilcalmn@oilindia.in

Tender No. & Date : KIS7809L19/04 25.04.2018

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 : 19.06.2018 at 14:00 hrs. (IST)

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Performance Guarantee : Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 85570016	MISCELLANEOUS SAFETY EQUIPMENT FOR GENERAL USE Safety Helmet conforming to IS 2925 of 1984,DGMS approved and having adjustable headband not less than 30 mm width.It should be dome-shaped moulded out of high impact, heat and chemical resistant HDPE with a special structured brim designed for additional side protection. It should have minimum 3 Nos.ventilation hole on each side as per the standard. The headband shall be fitted with anticoncussion tapes made of sponge with perforated backing for ventilation and absorption of sweat secured at least at 4 anchoring points. Additionally it should have adjustable chinstrap and also include a rotatable ratchet knob. Colour yellow/ blue O.I.L. logo in bi-colour (black & red) should be embossed/screen printed on the front side of the helmet. Clearly visible DGMS & BIS logo also should be embossed on inner side of helmet sheil.	3900	NO

Special Notes : 1. Bidder must submit sample of the offered product in sealed envelope / packet along with the offer failing which offer may be liable for rejection.

2. The bidder must submit technical literature / catalogue of the offered product in duplicate along with the offer, failing, which offer may be liable for rejection.

3. The bidder must submit valid DGMS & BIS certificate along with offer.

4. Guarantee / Warranty certificate for 18 months from date of despatch or 12 months from the date of receipt whichever is earlier will be required along with the supply.

5. Validity of offer: 75 days from the date of tender opening. Offer with validity less than 75 days will be rejected.

6. PAYMENT TERMS :

6.1 Payment will generally be made against completed supply. Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.

6.2 In certain cases, payment to the extent of 90% maximum of the value of the supply will be made against proof of dispatch presented through Bank or to OIL directly. Balance 10% of the value will be released not later than 30 days of receipt of goods at OIL's site. Adjustments, if any, towards liquidated damage shall be made from the balance 10% payment. OIL may consider releasing 100% payment against dispatch documents for suppliers having good track record with OIL and where 10% Performance Security is submitted in time and no installation/commissioning is involved.

7. Bidders are advised to submit their prices in attached price bid format.

8. This tender shall be guided by Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG as well as Public Procurement Policy for MSEs-Order 2012. For details of the PP-LC policy, please visit OIL website at www.oil-india.com.

Purchase Preference will be given as per prevailing Government Guidelines as applicable on the bid closing date

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified and shall have to submit all undertakings / documents applicable for this policy.

In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

9. PERFORMANCE GUARANTEE:

Performance Guarantee is applicable against this tender. 10% of the ordered value shall be given as performance guarantee in the form of bank guarantee and shall be valid for 90 days beyond applicable warranty / guarantee / defect liability period (if any). Bidders should undertake in their bid to submit Performance Security as stated above.

A. Bidders should note that 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 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, Corporate Banking Branch, IFSC Code - UTIB0001164. Branch Address - AXIS Bank Ltd, Corporate Banking Branch, 3rd Floor, AC Market, 1, Shakespeare Sarani, Kolkata 700071."

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

10. (A) Taxes:

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 and 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 the 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 and 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. Bidder is 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 bidder must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidder to ensure that the intended benefits of GST have been passed on to OIL.
5. Statutory variation (increase/decrease) of GST within the contractual delivery period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
6. Bidder agrees to do all things but 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 also for claiming 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 to OIL or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by Bidder/Supplier, including non-payment of GST charged and recovered, the Bidder/Supplier shall indemnify OIL in respect of all such 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 an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Bidder/Supplier.

8. GST liability, if any on account of supply of free samples against any tender/purchase order (wherever applicable) shall be to bidder's/ supplier's account.

10.(B) Comparison of Offers:

Comparison of bids shall be done on the basis of " Total FOR DESTINATION VALUE" quoted by the bidders against each individual item as per Price Bid format given in Annexure-A. Therefore, bidders are required to submit prices as per said price bid format.

10.(C) Price Bid Format : attached as per Annexure-A.

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Tender issued to following parties only:

Slno	V_Code	Vendor Name	City/Country
1	200863	JOSEPH LESLIE & COMPANY LLP	KOLKATA
2	201164	UDYOGI PLASTICS PVT. LTD.	KOLKATA
3	201276	MSA (INDIA) LTD	KOLKATA
4	202071	PAREEK ENTERPRISES	TINSUKIA
5	202321	INTERNATIONAL SAFETY PRODUCTS	MUMBAI
6	203427	JOSEPH LESLIE DYNAMIKS MFG. PVT. LT	KOLKATA
7	212319	INDUSTRIAL APPLIANCES & TECHNOLOGIE	KOLKATA