# INDIA LIMITED

( A Govt. of India Enterprise ) 4, India Exchange Place, Kolkata – 700 001.

E-mail: oilcalmn@oilindia.in INVITATION FOR BID NATIONAL COMPETITIVE BID

**OIL INDIA LIMITED** invites National Competitive Bid through its e-procurement portal – <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a> for the following items:-

E-Tender No.	Bid Closing Date	ITEM
SKI 2389P20/05	11.10.2019	Gas Water Heater

Period of sale of documents, Bid Closing / Opening date, the complete bid documents and details for purchasing bid documents, participation in e-tenders etc. are available on OIL's e-procurement portal <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a> as well as OIL's website <a href="http://www.oil-india.com/">http://www.oil-india.com/</a>. No separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.



# OIL INDIA LIMITED (A Government of India Enterprises) 4, India Exchange Place Kolkata -700001

TELEPHONE NO. (033) 22301657 FAX NO: (033) 22302596

Email: kolpur1@oilindia.in

# **FORWARDING LETTER**

Tender No & Date :SKI2389P20/05

Tender Fee : NIL (PLEASE REFER TO DOCUMENT-'SPECIAL NOTE')

Bid Security Amount :Rs. 52,000 /-

Bidding Type :Single Stage Two Bid

Bid Closing on : As mentioned in the e-portal Bid Opening on : As mentioned in the e-portal

Performance Guarantee : Applicable Integrity Pact : Not Applicable

Delivery Required : At DULIAJAN, ASSAM

OIL invites Bids for **Supply, installation & commissioning of Gas Water Heater for Executive Bungalows in housing area of OIL, Duliajan** through its E-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/CALCUTTA/E-01/2016. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents.

The general details of tender can be viewed by opening the RFx [ Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and details uploaded under Technical RFX.

# The tender will be governed by:

- a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP-MM Department at following: Tel. No.s = 0374-2807178, 0374-2807171, 0374-2807192. Email- id = erp mm@oilindia.in.
- b) "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).
- c) Technical specifications with Quantity and BEC/BRC and Price bid format as per <u>ANNEXURE</u> <u>AAA, ANNEXURE BBB and ANNEXURE CCC</u> respectively.
- d) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area > Tender Documents.
- e) 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 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).

- f) Bidder are advised to fill up the <u>Undertaking of authenticity of information/documents submitted (Annexure-K), Integrity Pact (Annexure JJJ), Technical evaluation sheet (Annexure HHH), Financial check list (Annexure DDD), Technical bid check list (Annexure EEE), Response sheet (Annexure FFF) and Bank Details (Annexure GGG) given in this bidding document uploaded in Technical RFx -> External Area > Tender Documents. The above filled up documents to be uploaded in the Technical RFX Response.</u>
- g) Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

# **Special Note:**

- 1.0 Bidders to take special note of the following conditions:
- 1.1 <u>Against Tender Fee</u> Payment should be made only through online mode and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.

Vendors who do not have OIL's User ID & password, may generate User ID & password online by the Vendor by using the link for supplier enlistment given in OIL's e-tender portal and then pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

- a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company
- c) MSE Units (Manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of their monetary limit, product category and capacity mentioned in their registration, subject to submission of valid MSE registration certificate issued by appropriate authority.
- d) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturers of the tendered item(s) and registered with the appropriate authority for the said item(s).
- e) Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority.

- 1.2 <u>Against Bid Security/EMD/Performance Bank Guarantee</u> **Only payments through online** mode or Submission of Bank Guarantee will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.
- 1.3 A) Bidders submitting bank guarantee as **Bid Security** 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, 3<sup>rd</sup> Floor, AC Market, 1, Shakespeare Sarani, Kolkata 700071."

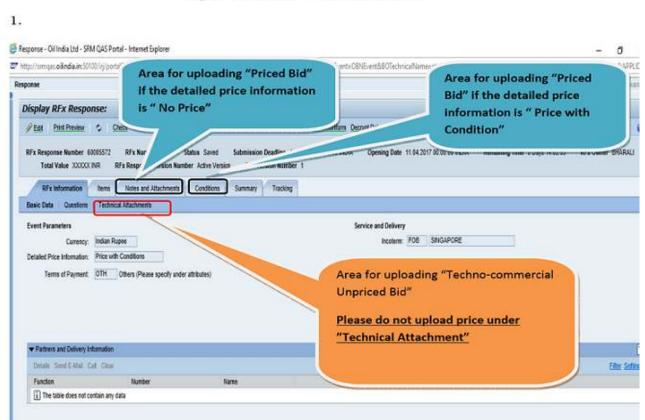
B) The Bidder shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee.

Note: In the event of an order, similar process will be required to be followed by the bidder in case of submission of Performance Security in the form of Bank guarantee.

- 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 **GM-Kolkata Office, Oil India Limited, 4, India Exchange Place, Kolkata 700 001** only on or before the Bid Closing Date and Time mentioned in the Tender.
  - a) Original Bid Security
  - b) Detailed Catalogue (if any)
  - c) Any other document required to be submitted in original as per tender requirement All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.
- **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 NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 4.0 To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). The digital signature should be of Class 3 digital certificate alongwith encryption certificate for the designated individual with organization name. Please also refer "Guideline to Bidder for participating in OIL". All the Bids must be Digitally Signed.
- 5.0 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.
- 6.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. Bidders shall quote accordingly under Single Stage Two Bid System. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

- **6.1** Please ensure that Techno-commercial Bid / all technical related documents related to the tender are uploaded in the Technical Attachment as shown in the screen shot below. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical Attachment.
- 6.2 The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment in the attachment option under "Notes & Attachments" tab as shown in the screen shot below.

A screen shot in this regard is shown below.

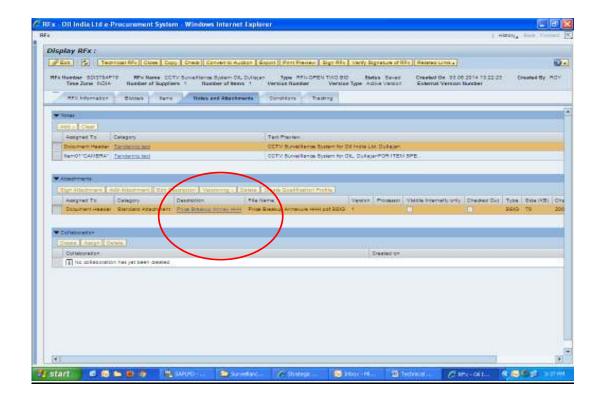


Upload Technical Bid / Price Bid.

- "The "Techno-Commercial Unpriced Bid" shall contain all technocommercial details except the prices.
- \*\* Please follow the instructions as per Vendor User Manual for Uploading Price under "Notes and Attachment" or "Condition"
- 6.3 Any Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.
- 6.4 Only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

# 6.5 Price Breakup/format:

Bidders should submit the price breakup/format of all the items as per "Annexure CCC" which has been uploaded under "Notes & Attachments" > "Attachments" as shown below. The price breakup/format "Annexure CCC" should be filled up, signed and uploaded under "Notes & Attachments" > "Attachments" only. The filled up price breakup/format of all the items should not be uploaded in Technical Attachment.



Please do refer "NEW INSTRUCTION TO BIDDER FOR SUBMISSION" for the above two points and also please refer "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal.



# **NOTE:**

<u>Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.</u>

- 7.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-BBB**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-BBB**) contradict the Clauses of the tender and / or "General

Terms & Conditions" as per Booklet No. MM/CALCUTTA/E-01/2016 for E- Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.

9.0 Please do refer the User Manual provided on the portal on the procedure-How to create Response for submitting offer.

10.0 In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with encryption certificate as per Indian IT act from the licensed certifying authorities(CA) operating under the root certifying Authority of India (RCAI), controller of certifying authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/Verification and Encryption /decryption certificate. Bidder should have both the Signing/Verification and Encryption /decryption certificate for signing and Encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LIMITED is not responsible.

11.0 Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.

12.0 In addition to the existing clause of accepting Bid Security and Performance Security in the form of Bank Guarantee in Para No. 8.2 and 9.3 in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders) to include the below mention point as well:

"#Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non - Scheduled Bank of India shall not be acceptable."

# **13.0 CLAUSES RELATED TO GST**

## (A) Taxes:

- i. 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, 2017and SGST Act, 2017and all related ancillary Rules and Notifications issued in this regard from time to time.
- ii. 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 complaint in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- 14. "For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the

Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the etender."

Yours Faithfully, Sd-(Ratandeep Gogoi ) Manager Materials (P) For GM-Kolkata Office

# **Annexure - AAA**

# TECHNICAL SPECIFICATIONS WITH QUANTITY

SL. NO. & MAT	MATERIAL DESCRIPTION.	QTY	UOM
10  0C000260	GAS WATER HEATER AS CONFORMING TO BS EN26: 2015 STANDARD  SPECIFICATION:	140	NO
	Capacity : 5-6 Litre/minute of hot water Inlet temp. Of cold water : 6-10 degree C (min) Outlet temp. of hot water : at least 60 deg C Water pressure : 0.25 - 6 bar Gas Pressure : 18 - 20 m bar Duty : Continuous Application : Shower, basin Rated Voltage (V) : DC 1.5 V,(2 batteries) Gas Type : Natural Gas		
	Heat Exchanger weight should be within 2 kg (excluding fittings)		
	GAS SPECIFICATIONS:		
	Constitution % V/V		
	Methane: 96.42 Ethane: 0.74 Propane: 0.26 i butane: 0.06 n butane: 0.08 i pentane: 0.05 n pentane: 0.05 Hexane: 0.55 N2: 1.6 CO2: 0.19 O2: Nil Gas Gravity: 0.5856 Gross Calorific Value: 8993.1 kCal/SCM Net Calorific Value: 8107.7 kCal/SCM		
	1. Suitable for multipoint use ( shower, basin) 2. Automatic ignition system. 3. Properly designed gas economizer. 4. Vertical outlet non return flue restrictor. 5. Temp. Selector (winter/summer) switch & digital display of temperature. 6. Automatic water flow regulator. 7. Thermocouple safety device to cutoff gas flow into the heater when the pilot flame goes off. 8. Water safety measures. 9. Overheat protection device 10. Gas control device 11. Designed to ensure highest efficiency and safety 12. Elegant powder coated body 13. CP pipes for each heater will be required 14. Double solenoid valve 15. 20 minute cut-off		

#### DESIGN FEATURES

1. Water Inlet pipe size : ½ inch dia Water outlet pipe size : ½ inch dia Gas pipe size : ½ inch

- 2. Heat exchanger: Designed for optimal thermal efficiency.
- 3. Gas Burner: Designed for superior and silent combustion.
- 4. Gas Control Valve: Properly designed for automatic control of gas flow
- 5. Water valve: Automatic water flow regulator to ensure constant and even flow from the outlet even when there is pressure fluctuation in the inlet.
- 6. In case of interruption of water supply the gas flow to be cutoff automatically.
- 7. Outer casing must be corrosion proof.

#### SCOPE OF SUPPLY:

OIL will provide the following connections:

- i) Inlet gas connection to the heater, size ½ inch
- ii) Inlet water connection to the heater, size ½ inch
- iii) Outlet water for distribution, size ½ inch
- Note: i) The supplier has to arrange for connection to the heater accordingly.
- ii) The supplier has to remove the old heater system installed and deposit the same to the location/yard as shown by Field Engg Deptt.

#### Spare Parts:

- a) The supplier should provide two sets of parts list, operators instruction manual and workshop maintenance manual both hard and in digital form along with the supply.
- b) One set of drawing showing installation details of heater.
- c) The supplier should provide a list of recommended spares parts for two years normal operation
- d) Bidder has to provide necessary test certificates for the equipment along with the supply.

#### Packing:

The packing shall be sufficiently robust to withstand rough handling.

#### After sales Service

Supplier has to send their personnel at our site to attend the problem of equipment within the warranty period.

## The heater should conform to BS EN 26: 2015 or equivalent standard. In support of this technical leaflet/literature from the OEM should be submitted which should clearly specify that the heater conforms to the standard.

Incase technical literature does not specify conforming to the standard then the declaration conforming to the standard should be submitted from the OEM.

20	Installation and Commissioning	1	AU	

#### **SPECIAL TERMS AND CONDITIONS:**

A)

- 1.0 BIDDER SHALL BE REQUIRED TO SUBMIT THE TECHNICAL LITERATURE /BROCHURE OF THE OFFERED ITEMS FROM OEM OF THE ITEMS.
- 2.0 THE WARRANTY PERIOD FOR THE ITEMS SHOULD BE A MINIMUM OF 18 MONTHS FROM THE DATE OF DISPATCH OR 12 MONTHS FROM THE DATE OF COMMISSIONING WHICHEVER IS EARLIER. THE RELEVANT WARRANTY CERTIFICATE FROM THE OEM SHOULD BE SUBMITTED AT THE TIME OF SUPPLY OF THE ITEM.
- 3.0 ITEMS FOUND DAMAGED AT THE TIME OF SUPPLY HAVE TO BE REPLACED BY THE BIDDER FREE OF COST AT THEIR OWN ARRANGEMENT.
- B) ANNUAL MAINTENANCE CONTRACT:
- 1.0 AFTER WARRANTY PERIOD, OIL INTENT TO ENTER INTO SEPARATE ANNUAL MAINTENANCE CONTRACT (AMC) WITH THE SUPPLIER FOR A PERIOD OF 03 (THREE) YEARS. HOWEVER, OIL RESERVES THE RIGHT TO ENTER IN TO THE SAME AT ITS SOLE DISCRETION. THE CHARGES FOR THE AMC WILL BE AS PER THE PURCHASE ORDER. THEREFORE, THE BIDDER HAS TO MANDATORILY QUOTE THE AMC CHARGES SEPARATELY FOR THE FOLLOWING TYPE OF MAINTENANCE JOBS (REF. PARA 2.0 (A) & (B) BELOW). OIL SHALL SUPPLY ALL SPARES AND MATERIALS REQUIRED FOR CARRYING OUT ANNUAL MAINTENANCE OF THE EQUIPMENT. ANNUAL MAINTENANCE CONTRACT (AMC) CHARGES SHALL BE CONSIDERED FOR BID EVALUATION.
- 2.0 ANNUAL MAINTENANCE CONTRACT (AMC) SHALL INCLUDE TWO TYPES OF JOBS
- (A) PREVENTIVE MAINTENANCE JOBS, PREFERABLY ONE AT THE ONSET OF SUMMER AND ANOTHER ONE AT THE ONSET OF WINTER, TOTAL TWICE IN A YEAR. OIL SHALL INTIMATE THE SUPPLIER AT LEAST 7 DAYS IN ADVANCE.
- (B) BREAK DOWN MAINTENANCE JOBS AS AND WHEN REQUIRED. THE SERVICE /MAINTENANCE ENGINEER/TECHNICIAN HAS TO ATTEND THE GAS WATER HEATER FOR BREAKDOWN REPORT (TOTAL 3 NOS. DURING THE AMC PERIOD) WITHIN 48 HRS OF CALL AT DULIAJAN AS AND WHEN REQUIRED.
- NO TRANSPORT & ACCOMMODATION WILL BE PROVIDED BY OIL.
- 3.0 PAYMENT AGAINST AMC:
- 3.1 PAYMENT OF AMC CHARGES WILL BE MADE AFTER COMPLETION OF EVERY VISIT AGAINST INVOICE. BIDDER TO NOTE THAT AMC WILL COMMENCE AFTER THE END OF WARRANTY PERIOD. PAYMENT WILL BE AS PER ACTUAL.

THE BIDDER SHALL SUBMIT THEIR AMC CHARGE AS PER THE SAMPLE GIVEN IN ANNEXURE I.

3.2 TOTAL NO OF VISITS DURING AMC VISIT:

SCHEDULE VISIT FOR PREVENTIVE MAINTENANCE: 2 NOS. PER YEAR (TOTAL 6 NOS.) BREAKDOWN VISIT: 3 NOS. TOTAL VISITS: 9 NOS.

3.3 PENALTY CLAUSE OF AMC: IN CASE, THE SUPPLIER DO NOT ATTEND THE BREAKDOWN REPORT WITHIN 48HRS OF INFORMATION FROM OIL, THEN PENALTY WILL BE APPLIED AS PER THE FOLLOWING:

- A) UP TO 2 DAYS (48 HOURS AFTER REPORTING): PENALTY = NIL
- B) GREATER THAN 2 DAYS BUT LESS THAN 7 DAYS: PENALTY = 2% OF AMC
- C) GREATER THAN 7 DAYS BUT LESS THAN 15 DAYS: PENALTY = 5% OF AMC
- D) BEYOND 15 DAYS: PENALTY: TOTAL COST OF REPAIR/REPLACEMENT OF THE PART OR WHOLE MACHINE AS REQUIRED WHICHEVER IS MORE SHALL BE RECOVERED FROM THE SUPPLIER.

## C) WARRANTY/ GUARANTEE/UNDERTAKING:

- 1.0 UNDERTAKING FROM THE MANUFACTURER (IN ORIGINAL ON MANUFACTURER'S LETTER HEAD WITH SIGNATURE & STAMP) GUARANTEEING SUPPLY OF ITEMS TO THE BIDDER IN THE EVENT OF AN ORDER ON THE BIDDER. THIS CERTIFICATE SHOULD BE VALID AT THE TIME OF BIDDING AND SHOULD REMAIN VALID DURING THE ENTIRE EXECUTION PERIOD OF THE ORDER.
- 2.0 WARRANTY BACKUP FROM THE MANUFACTURER IN ORIGINAL ON MANUFACTURER'S LETTER HEAD (WITH SIGNATURE & STAMP) AGAINST THE QUALITY OF THE TENDERED ITEM(S) AS SPECIFIED IN THE TENDER.
- 3.0 THE BIDDER QUOTING ON BEHALF OF THE MANUFACTURERS MUST ALSO SUBMIT UNDERTAKING IN ORIGINAL FROM THE MANUFACTURER FOR BACK UP GUARANTEE, AFTER SALE SERVICES AND UNINTERRUPTED SUPPLY OF SPARES FOR AT LEAST 10 YEARS.

#### D) INSTALLATION & COMMISSIONING:

ALL THE HEATERS (140 NOS.) SHALL BE INSTALLED AND PUT IN OPERATION AT THE EXECUTIVE BUNGALOWS OF OIL, DULIAJAN (WILL BE SPECIFIED BY OIL) WITHIN 01(ONE) YEAR FROM THE DATE OF DELIVERY OF THE ITEMS. COMMISSIONING ENGINEER/TECHNICAL REPRESENTATIVE OF THE SUPPLIER HAS TO BE PRESENT DURING INSTALLATION AND OPERATION OF THE HEATERS. AN INDIVIDUAL HEATER SHALL BE CONSIDERED AS COMMISSIONED ONLY AFTER SATISFACTORY PERFORMANCE OF THE HEATER FOR A CONTINUOUS OPERATIONAL PERIOD OF MINIMUM 2 (TWO) HOURS DAILY FOR CONSECUTIVE 7 DAYS. ALL THE AUXILIARY ITEMS REQUIRED DURING INSTALLATION OF THE HEATERS (LIKE CLAMPING AND OTHER FITTINGS FOR MOUNTING OF THE HEATER ON WALL, HOSE PIPES TO BE CONNECTED TO THE HEATER FROM THE POINT PROVIDED BY OIL FOR WATER AND GAS CONNECTIONS) MUST BE PROVIDED BY THE SUPPLIER ONLY.

#### E) EVALUATION SHEET:

THE BIDDER MUST FILL AND SUBMIT THE EVALUATION SHEET (ANNEXURE-II) DURING SUBMISSION OF BID.

 $\underline{\textbf{Annexure I}}$  The bidder shall submit their AMC Charge as per the following sample

	AMC Charge per visit(INR)	Total No. of visit (Nos.)	Total Charge(INR)
Preventive maintenance		6	
Break down maintenance		3	

# **Evaluation Sheet**

1.0 DATA		Please Tick	
1.	Whether quoted as OEM of the offered product and whether documentary evidence submitted?	Yes	No
2.	Whether quoted as Authorized Dealer of OEM or an OEM approved assembler/selling agent/distributor/supply house OEM and whether documentary evidence submitted?	Yes	No
3.	Whether documentary evidence w.r.t. experience of successful completion of orders as stipulated in clause no. A1. 1. A. & A1. 1. B. of BRC submitted?	Yes	No
4.	Whether any deviation from the technical specification is separately highlighted?	Yes	No
5.	Whether detail specification with manufacturer's technical literature/catalogue/brochure and user manual is enclosed?	Yes	No
6.	Whether spare parts are available for 10 years from the date of commissioning of the equipment?	Yes	No
7.	Whether unit offered is as per the standard mentioned in NIT?	Yes	No
8.	Whether quoted for Supply, Installation & Commissioning of Unit?	Yes	No
9.	Whether technical datasheet of the offered item submitted?	Yes	No
10.	Whether agreed to Installation & Commissioning as per clause no. D) of Special Terms & Conditions.	Yes	No

#### **Annexure-BBB**

# **BID REJECTION & BID EVALUATION CRITERIA**

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

# A) BID REJECTION CRITERIA

#### A1. TECHNICAL:

The bidder should be an Original Equipment Manufacturer (OEM) of the offered product or authorized dealer/selling agent/distributor/dealer/supply house of the OEM of the offered product.

# 1. EXPERIENCE:

# A. MANUFACTURERS EXPERIENCE: IN CASE BIDDER IS THE MANUFACTURER (OEM)

If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidences as per below along with the technical bid:

The bidder should have manufactured and successfully executed order(s) of 70 Nos of Gas Water Heater to any Govt./Semi Govt./Public Limited Company in India during last 05(five) years as on bid closing date of the tender (either by themselves or through their selling agent/distributor/dealer/supply house).

Documentary evidence in respect of manufacturing and supplying the above mentioned item should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

- I. Signed Satisfactory supply/completion/installation report (in original on user's letter head) (OR)
- II. Consignee delivery receipt/challan (OR)
- III. Commercial Invoice/ Payment Invoice against respective PO

#### Note:

- a) The Purchase Order date need not be within 05 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 05 (five) years preceding original bid closing date of this tender.
- b) Satisfactory supply/completion /installation report should be issued in Company's letterhead with signature and stamp.

# B. IN CASE THE BIDDER IS NOT A MANUFACTURER:

If the bidder is an Authorized Dealer of OEM or an OEM approved selling agent/distributor/supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:

- I. Authorization certificate from the manufacturer (in original on manufacturer's letter head with signature & stamp) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.
- II. Documentary evidence in respect of manufacturer's supply experience as specified under para 1.A.i. from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their Authorized Dealer or OEM approved assembler/selling agent/distributor/supply house).
- III. Documentary evidence in respect of bidder's own supply experience of supplying minimum 01 (one) number of Gas Water Heater, during last 05 (five) years as on original bid closing date of the tender as specified in the para 1.A i.

## A.2 FINANCIAL EVALUATION CRITERIA:

- 1.0 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least Rs 12,96,167.
- **1.1Net worth** of bidder must be positive for preceding financial/ accounting year.
- 2.0Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year........... (as the case may be) has actually not been audited so far'.

**Note:** (a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-B.

OR

- ii) Audited Balance Sheet along with Profit & Loss account."
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

Note: The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.

# C) BID REJECTION CRITERIA (COMMERCIAL):

Commercial Bid Rejection Criteria will be as per "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 with following Special Bid Rejection Criteria.

- **1.0** Bids are invited under **Single Stage Two Bid** System. Bidders shall quote accordingly under Single Stage Two Bid System. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The "Unpriced Bid" shall contain all techno-commercial details except the prices, which shall be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.
- **2.0 Bid security of Rs. 52,000/-** shall be furnished as a part of the TECHNICAL BID (refer Clause No. 8.0 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders)). The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to GM-KOLKATA OFFICE, OIL INDIA LIMITED, 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4<sup>TH</sup> FLOOR, KOLKATA 700001, INDIA on or before the Bid Closing Date and Time mentioned in the Tender.

# Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.

A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

2.1 For exemption for submission of Bid Security, please refer Clause No. 8.16 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).

# 2.2 The Bank Guarantee towards Bid Security shall be valid upto 26.05.2020 (i.e. 90 days from the Bid Validity)

- **3.0** Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Validity of the performance security shall be valid for 90 days beyond contract period/duration and applicable warranty/guarantee/defect liability period (if any). Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.
- **4.0** The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

# 5.0 Validity of the bid shall be minimum 120 days from the Bid Closing Date. Bids with lesser validity will be rejected.

- **6.0** Bids containing incorrect statement will be rejected.
- **7.0** No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.
- **8.0** All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) with Bidder's organization 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 with Bidder's organization name, will be rejected.

9.0 The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date.

**10.0** Bidders are required to submit the summary of the prices in their Commercial (Priced) bids as per bid format (Summary), given in **Annexure CCC** below:

## ANNEXURE -CCC

## PRICE SCHEDULE

With reference to your above tender we quote our best prices as under:

1.	Item No.	
2.	HSN Code	
3.	Basic material Value (Unit Rate);	
	Please indicate whether unit rate is "Inclusive of Freight & Transit Insurance" or "Exclusive of Freight & Transit Insurance"	
4.	Quantity	
		In Rupees
A.	Total Basic Material Value (Unit rate x Quantity)	
В.	Pre-despatch /Third party Inspection charges, if any	
C.	Packing and forwarding charges, if any	
D.	Total Ex-works value ( A+B+C)	
E.	GST on (D)	
F.	Compensatory Cess, if any	
G.	Total FOR Despatching Station Value ( D+E+F)	
Н.	Freight Charges up to destination	
I.	GST on freight charges	
J.	Insurance charges inclusive of GST	
K.	Training Charges, if any	
L.	GST on training charges	
M.	Installation & Commissioning Charges, if any	
N.	GST on I & C charges	
O.	AMC charges, if any	_
P.	GST on AMC charges	
Q.	Total FOR Destination Value (G+H+I+J+K+L+M+N+O+P)	

Gross weight of the total consignment: Gross volume of the total consignment:

Name of Despatching Station

Delivery Period : Validity :

Payment terms :

Name of original manufacturer : Other terms if any : Whether Bidder is MSME or not :

Signature & Seal of Bidder

Full Name : Address :

Date :

#### Note:

1. Bidders must quote Freight Charges up-to destination specified in tender. In case bidder fails to quote inland freight charges, highest freight quoted by the other 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.

- 2. Inspection Charges (Ref. B), Training Charges (Ref. K & L), I & C Charges (Ref M & N) and AMC Charges (Ref. O & P) are to be quoted wherever specifically asked for in the tender.
- 3. Other clauses on Goods & Service Tax shall be applicable as incorporated elsewhere in this tender.

## II) BID EVALUATION CRITERIA

The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria mentioned below:

- **1.0** The evaluation of bids will be done as per the Price Schedule (SUMMARY) detailed vide Para 10.0 of Bid Rejection Criteria.
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be done on FOR Destination basis, subject to corrections / adjustments given herein.
- **4.0** In case any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of the Tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

# **FINANCIAL CHECKLIST**

# (To be filled up and submitted along with Unpriced bid)

Tender no.	
Bidder's name	

SI. No.	BEC / TENDER REQUIREMENTS	Please strikeout whichever is not applicable
1	Have you submitted "proof of Annual Turnover & Net worth" i.e. (Audited Balance Sheet along with Profit & Loss account or certificate issued by a practicing Chartered/ Cost Accountant' Firm certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-B)"?	YES / No
2	In case of submission of certificate as per format prescribed in ANNEXURE-B, whether the certificate has been issued by practicing <b>Chartered Accountants' firm</b> on their letter head?	YES / No / Not Applicable
3	Whether the financial documents like Audited Balance Sheet, Profit & Loss account, certificate issued by a practicing Chartered/ Cost Accountant contains Membership Number?	YES / No
4	Whether the financial documents like Audited Balance Sheet, Profit & Loss account, certificate issued by a practicing Chartered/ Cost Accountant contains Firm Registration Number?	YES / No
5	In case the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder:  Have you submitted affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far'.	YES / No / Not Applicable

# **COMMERCIAL CHECKLIST**

(To be filled up and submitted along with the bid)

Tender no.	
Bidder's name	

		COMPLIANCE BY BIDDER		
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed'/' Not Confirmed'	Indicate Corresponding page ref. of unpriced bid or	
1	Confirm that validity has been offered as per NIT.(120 days from BC date).			
2	Confirm that Bid Security / Earnest Money has been submitted as per NIT (Wherever Applicable)?			
	Confirm that original bid bond guarantee has been submitted in format MENTIONED IN NIT.			
3	Confirm that you shall submit Performance security as per NIT (in the event of placement of order) (Wherever Applicable)?			
4	Confirm that duly signed Integrity Pact has been submitted as per NIT?			
5	Confirm that you have submitted documentary evidence as per BRC Technical			
6.1	Confirm that you have submitted proof of annual turnover and net worth certified by a chartered accountant (with membership number and Firm registration number).			
	Confirm that you have <b>submitted affidavit/undertaking</b> (wherever applicable) as mentioned in bid rejection criteria (financial) in Annexure -BBB			
7	Confirm that the offers and all attached documents are digitally signed using Class 3# digital certificate (e-commerce application) in Organization Name issued by an acceptable Certifying Authority (CA) as per Indian IT. Act 2000.NIT.			
8	Confirm that you have not taken any exception/deviations to the NIT.			
9.	Confirm that the product offered strictly conform to the technical specifications.			
10	Confirm that the prices offered are firm. (Conditional offer shall be liable for rejection.)			
11.	Confirm that you have submitted undertaking of authenticity of information/documents as per annexure-K			

NOTE: Please fill up the greyed cells only.

**Bidders Response Sheet- Annexure FFF** 

	Tender No.	
	Bidders Name	
SI	Description	Remarks
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted	
3	Whether Transit Insurance charges have been included in your quoted prices	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
6	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of	
	placement of order on you	
8	Integrity Pact Submitted	
9	Delivery Period in weeks from placement of order	
10	Complied to Payment terms of NIT (if applicable) otherwise to	
	Standard Payment Terms of OIL or not.	
11	If bidder is MSE whether you have quoted your own product	
12	If bidder is MSE , whether you are owned by SC/ST entrepreneur.	
13	If bidder is MSE , whether it is a women owned MSEs	
14	If Bid security submitted as Bank Guarantee, Name and Full	
	Address of Issuing	
	Bank including Telephone, Fax Nos and Email id of branch	
<u> </u>	manager	
15	Confirm that the Bid Security submitted (In case of Bank	
	Guarantee) is in toto as per format provided in the bidding document.	
16	Bid Security if Not submitted, reasons thereof	

NOTE: Please fill up the greyed cells only.

# (TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETER HEAD) (ALL FIELDS ARE MANDATORY)

Tender No.	•
Name of Beneficiary	:M/s
Vendor Code	
Address	:
Phone No. (Land Line)	
Mobile No.	:
E-mail address	:
<b>Bank Account No. (Minimum</b>	1
Eleven Digit No.)	:
Bank Name	:
Branch	:
Complete Address of your	:
Bank	:
IFSC Code of your Bank	
a) RTGS	
b) NEFT	:
PAN	
VAT Registration No.	
CST Registration No.	
Service Tax Registration No.	
<b>Provident Fund Registration</b>	:

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Office Seal Signature of Vendor Counter Signed by Banker: Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.

# **Annexure-K**

# Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No	Date
· · · · · · · · · · · · · · · · · · ·	of information/documents submitted
Ref: Your tender No	Dated
To, The General Manager-Kolkata Offi Oil India Limited Kolkata	ce
Sir,	
With reference to our quotation a fraudulent information/document	against your above-referred tender, we hereby undertake that no s have been submitted by us.
We take full responsibility for thabove cited bid.	ne submission of authentic information/documents against the
information/documents submitted reject our bid at any stage includi	stage of the tender/contract agreement, in case any of the d by us are found to be false/forged/fraudulent, OIL has right to ng forfeiture of our EMD and/or PBG and/or cancel the award of er penal action on us, as deemed fit.
Yours faithfully, For (type name of the firm here)	
Signature of Authorised Signatory Name : Designation : Phone No. Place : Date :	
(Affix Seal of the Organization here	e, if applicable)

# **ANNEXURE-B**

# **CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

	I <b>/s</b> (3) completed accounting ye	
ne case may be) are corre	tt. TURN OVER In INR (Rs)	NET WORTH In INR (Rs)
ce: te:		
al:		
embership No		
egistration Code:		