

OIL INDIA LIMITED

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Kolkata-700001

E-mail: oilcalmn@oilindia.in

Tender No. & Date : KIS1330L20/04 08.05.2019

Bid Security Amount : INR 0.00 OR USD 0.00
(or equivalent Amount in any currency)

Bidding Type : Single Bid (Composite Bid)

Bid Closing On : 18.06.2019 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 85571316	SAFETY RUBBER KNEE BOOTS (GUM BOOTS) PVC moulded Gum Boots with protective steel toe cap, provided with sole shank and stockinet lining. It should conform to IS 12254. The sole should be anti-skid type and cleated for firm grip to avoid skidding on wet and slippery surfaces. It should be resistant to acid, alkali & oil, and also should be electric shock proof. The steel toe cap should conform to IS :5852-1979. The minimum height of the boot from insole to the top shall be not less than 355 mm. Safety Rubber Gum boot, size 5	100	PAA
20 85571327	Safety Rubber Gum boot, size 6	300	PAA
30 85571338	Safety Rubber Gum boot, Size : 7	500	PAA
40 85571349	Safety Rubber Gum boot, size : 8	400	PAA
50 85571351	Safety Rubber Gum boot, Size : 9	100	PAA

Note description for item no./nos. : 10, 20, 30, 40, 50

1) Guarantee Certificate against quality and manufacturing defects with provision for free replacement must accompany the supply.

2) Representative tender sample of one pair(any size) of each quoted brand must accompany the quotation without which the offer may be liable for rejection

Special Notes : 1. 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.

2. 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.

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

4. Bidder are advised to fill up the Undertaking of authenticity of information/documents submitted (Annexure - B) along with their technical bid.

5. PAYMENT TERMS:

5.1 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.

5.2 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.

6. Bidders are advised to submit their prices & other relevant details in attached price bid format.

7. (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, 2017 and SGST Act, 2017 and 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 compliant 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-Profitteering 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.

(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.

(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	200268	SOVA ENTERPRISE	GUWAHATI
2	200588	BENGAL WATERPROOF LTD	KOLKATA
3	202144	ARVIND FOOTWEAR PVT. LTD.	AHMEDNAGAR
4	204355	LIBERTY SHOES LIMITED	GHARAUNDA, DISTT
5	205488	NATIONAL HARDWARE & TOOLS CENTRE	GUWAHATI
6	211293	SP INDUSTRIAL CORPORATION	KOLKATA
7	212241	HILLSON FOOTWEAR PVT. LTD.	Haryana