

**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 : KID0612L19/08 20.02.2019**

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 : 26.03.2019 at 14:00 hrs. (IST)  
 Bid Opening On : 26.03.2019 at 14:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 99074477	<b>Exhaust Silencer for Waukesha Gas Engines</b>  Design , Fabrication & Supply of Hospital Grade, Chamber type, Spark arresting Silencer for use in Waukesha L5790 Gas Engines with following specification: i) Sound Attenuation : 35 to 40 dB, ii) MOC: ANSI, Schedule 20 Carbon Steel Pipe, iii) Side Inlet & Side Out type iv) Shell Diameter: 36 Inch (Min.) v) Flange to Flange Length : 126 Inch (min.) vi) Weight (Approx.) : 855 lbs, vii) Lifting Lugs : 2 nos viii) Paint: Heat Resistance Black paint , Design Data: Exhaust Temp : 1033F , Exhaust Flow: 4155 CFM, Max permissible back pressure: 18 Inches of Water Column.	5	NO

**Special Notes** : 1. Bidder to submit design data, designed sound attenuation, GA drawing alongwith the bid.

2. Bidder to have experience of supply of similar type of exhaust silencer used in Natural Gas engines of Horsepower not less than 800 HP. Necessary supply details to be submitted alongwith the bid.

3. Bidders other than OEM will have to provide valid authorization certificate from the OEM and such OEM to have experience as per above point (ii) , otherwise the offer is liable for rejection.

4. The bidder to provide warranty against workmanship for a period of 12 months from the date of receipt or 18 months from the date of despatch whichever is earlier.

5. 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.

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

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

8. The items covered by this Tender shall be used by Oil India limited in the PEL / ML areas which are issued / renewed after 01/04/99 and hence bidder shall be eligible for concessional rate of GST against Essentiality Certificate for Invoice valuing INR 1 lakh & above.

In the event of order, the supplier shall arrange to provide all necessary documents to apply for essentiality certificate from DGH. Supplier shall affect despatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to supplier's account.

#### 9. PAYMENT TERMS:

9.1 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.

9.2 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.

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

#### 11. (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.

**Tender No.** : KID0612L19/08  
**Tender Date** : 20.02.2019  
**Bid Closing On** : 26.03.2019 at 14:00 hrs.(IST)  
**Bid Opening On** : 26.03.2019 at 14:00 hrs.(IST)

**Tender issued to following parties only:**

Slno	V_Code	Vendor Name	City/Country
1	201433	SIDDHARTHA ENGINEERING AND SALES	KOLKATA
2	205831	ACOUSTICS INDIA PVT. LTD.	TIRUCHIRAPALLI
3	209462	CLARKE ENERGY INDIA PVT. LTD	PUNE
4	210386	DECIMIN CONTROL SUSTEMS PVT. LTD.	PUNE
5	210720	UNIVERSAL ACOUSTIC & EMISSION	PUNE