



FORWARDING LETTER

Tender No. : DHD5294L21/06
Tender Date : 06.10.2020
 Bid Closing On : 18.11.2020 at 13:00 hrs.(IST)
 Bid Opening On : 18.11.2020 at 13:00 hrs.(IST)
 Bid Security Amount : Not Applicable
 Performance : Applicable
 Guarantee :
 Integrity Pact : Not Applicable

Sir/Madame,

We invite you to submit your firm quotation under International Competitive Bidding (ICB) for the materials as listed & specified in the enclosed Annexure-I. Your quotation must be written in English, complete in all respects without keeping any ambiguity and conforming to the "General Terms & Conditions for global tenders" (Document No. MM/GLOBAL/01/2005). For document no. MM/GLOBAL/01/2005, please visit OIL's website www.oil-india.com. It is also essential that your quotation must reach the office of GM-Materials, Duliajan (Assam) before the Bid Closing Date and Time as indicated above. Your special attention is drawn to the followings:

1. (a) Your offer must be compatible with the specification given in our tender. Deviation, if any, should be highlighted for proper evaluation of the offer.

(b) Offer should be mailed as far as possible by Registered Post using double envelope as explained in "General Terms & Conditions"

(c) Your quotation must include:

- | | |
|--|--|
| i) Tender No. | viii) Estimated ocean freight / air freight charges to Kolkata (for foreign Bidder) and firm road freight for door delivery on FOR Destination basis (for indian bidder) |
| ii) Full Description of the materials offered. | ix) Insurance charges |
| iii) Best possible delivery for each item. | x) Validity of minimum 90 days from Bid closing Date unless otherwise specified in the tender |
| iv) Unit and Total ex-works price | |
| v) Total FOB / FCA cost (for foreign bidder) and FOR Despatching station cost(for indian bidder) | |
| vi) Duties and taxes if applicable | |
| vii) Gr. Wt. & Net Wt. of the consignment | |

(d) Though the cheapest mode of despatch is normally by sea, certain items of low weight are likely to be cheaper by air freight / post parcel. In such cases foreign bidders are to please quote CIF Kolkata price.

2. We have also enclosed a checklist as annexure-IV with "General Terms & Conditions for global tenders" to ensure that your quotation covers all the necessary details. Kindly, complete the checklist and return with your quotation.

3. In the event of your inability to quote for the materials, please send your 'regret advice' for our record.

The sealed quotation should be sent to the following address as explained in "General Terms & Conditions for global tenders":

GM-Materials, Materials Department, Oil India Limited, P.O. Duliajan-786602, ASSAM(INDIA).

Thanking you and awaiting your early response.

Yours Faithfully,
OIL INDIA LIMITED

KUMAR ABHIMANYU
MANAGER MATERIALS
FOR GM - MATERIALS (FP)
FOR CGM - MATERIALS (HoD)

ANNEXURE-I**Tender No. : DHD5294L21/06****Tender Date : 06.10.2020**

Item No./ Mat. Code	Material Description	Quantity	UOM
10 99085826	"High Pressure Gas Regulator for ETCC system 1. Maximum Inlet Pressure : 4000 PSI 2. Outlet Pressure Range : Min. 10 PSI to Max. 250 PSI 3. Operating Temperature : -18 Deg C to +90 Deg C 4. Inlet port: 1 no. 5. Outlet port: 2 nos 6. Port Connection size : 1/4" NPT 7. Body Material : SS316 8. Operation: Pneumatic 9. Cv: 0.50 and Cf: 0.80"	15	NO

- Standard Notes:**
- 1) The bidder should be Original Equipment manufacturer (OEM). If the bidder(s) is/are non-manufacturer of tendered item(s), then quotation(s)/bid(s) must be accompanied by dealership certificate/ authorization letter from the manufacturer. Bids without dealership certificate/ authorization letter from manufacturer shall be rejected.
 - 2) The items shall be brand new, unused & of prime quality. Bidder shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of despatch/shipment or 12 months from date of receipt of the items at site which ever is earlier. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. Bidders must confirm the same while quoting.
 - 3) The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Indigenous bidder shall be eligible for concessional rate of GST (for invoice valuing INR 1.00 Lakh and above or as applicable) against Essentiality Certificate wherever applicable, as per Notification No.3/2017 - Integrated/ Central Tax (Rate) dated 28th June, 2017. However, Indian bidders are requested to quote actual rate of GST with HSN Code.
 - 4) Bidders are required to quote with minimum validity of 90 days from the Bid Closing Date as per NIT requirement. BIDS with lesser validity shall be rejected.
 - 5) Bidders have to indicate the minimum FOB / FCA charges in case of partial order for reduced quantity/items. In case this is not indicated specifically, the charges quoted would be prorated calculated and the same will be binding on the bidder.
 - 6) Bidders are required to mention the weight of each item individually. QUOTATION must be submitted in TRIPLICATE with original company catalogues as well as necessary certificates.
 - 7) Bidders are to quote the Material Value, FOB/FCA Charges upto Port of shipment, Total FOB/FCA value, Ocean Freight/Air Freight Charges upto Kolkata, Indian Agent's Name and its Commission, if any, Payment Terms, Port of Loading, Delivery period, Net. Weight, Gross Weight & Volume, Country of origin with manufacturer's name, etc.
 - 8) Bidders are advised to submit HSN code of the material while submitted their offer.
 - 9) Bidders to take note of clause no.10.1.3 which has been added in Section-C, special

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terms & conditions for Indian bidders of General Terms and Conditions for Global Tender (MM/GLOBAL/01/2005-July2012) regarding transportation of materials.

10) 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 and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/ 01/2005). Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable.

11) OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the bidder in their offer. In case the order is converted to C&F Kolkata port, the Performance Security amount, if applicable, shall also be enhanced considering the quoted ocean freight charges.

12) Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single window facility having office of local agent in India at Kolkata and offer 14 days free detention time of container(s) at discharging port.

13) All foreign bidder(s) should note that a new clause on shipment of the goods by sea from port of export to the Indian port (i.e. Kolkata port unless otherwise specified) has been included in the tender through an addendum to "General Terms and Conditions for Global Tender" (MM/GLOBAL/01/2005). The addendum is also available in OIL's Website (www.oil-india.com). Bidder(s) is/are requested to take note of the same and to submit their offer(s) accordingly.

14) The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the Amendment dated 06.08.2018 has been issued in this regard which is uploaded in OIL Website. Bidders to note the changes made to "The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" and to submit their offers complying with the same.

15) In view of implementation of GST w.e.f. 01.07.2017, The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the Addendum dated 21.08.2017 has been issued in this regard which is uploaded in OIL Website. Bidders to note the changes made to "The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" and to submit their offers complying with the same.

16) FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

However, along with the technical bid, bidders must submit duly filled undertaking as per format provided vide, "Annexure-K" as undertaking towards submission of authentic information/documentation as per the format provided below.

Annexure-K

Format of undertaking by Bidders towards submission of authentic information/documents

ANNEXURE-I

Tender No. : DHD5294L21/06
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(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
The HOD-Materials
Materials Deptt,
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other 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, if applicable)

SPECIAL NOTE TO BODDERS:

1. Supplier other than OEM must provide letter of authorisation from OEM along with the bid.
2. The warranty period of the item should be for a minimum of 18 months from the date of dispatch / shipment or 12 months from the date of receipt.
3. **Delivery time of the order will be 16 weeks from the date of receipt of the purchase order.**
4. Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of Order within 30 days of receipt of LOI/notification of award. The performance security must be in the form of Bank Guarantee (ref. ANNEXURE VIII OF MM GLOBAL) or in the form of a Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of

ANNEXURE-I

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Credit (LC) from:

A) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder/service provider, or

i) In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India. Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable

ii) The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

iii) The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

B) The Performance Security shall be denominated in the currency of the contract.

C) The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

D) The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance /unsatisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/unsatisfactory performance.

E) The Performance Security will not accrue any interest during its period of validity or extended validity.

F) Bank charges, if any for submission of performance security shall be on supplier's account.

G) The validity of Bank Draft/Cashier's cheque/Banker's cheque should not be less than 3 months at the submission to OIL.

H) Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.

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Special Notes : 1.0 This Tender has been floated for participation of Indigenous (Indian) bidders only. Hence, only Indigenous bidders are eligible to participate against this tender. Consortiums/Joint venture entities are not eligible to participate against this tender.

2.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, "ANNEXURE-E" along with the technical bid.

ANNEXURE-E:: UNDERTAKING ON GROUND OF DEFENCE

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Tender No. _____ Dated _____

OIL INDIA LIMITED

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Dear Sirs,

"We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]"

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

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Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note : This form should be returned along with offer duly signed.