

ANNEXURE-I

Other than the vendors to whom the enquiry has been issued, interested vendors who wish to participate in the tender may apply with proper credentials and other relevant details so as to reach Head-Materials, Oil India Limited, P.O. Duliajan, Dist. Dibrugarh, Assam – 786602 (e-mail : material@oilindia.in, Fax : 0374-2800533) within 10 days of publication of the tender on OIL's website.

The vendors must fulfill the following conditions:

- i) The party should have three year's experience for the same item.
- ii) The party should have received one order for at least 50% quantity in last three years for the item from any reputed firm.
- iii) Annual turnover of the firm in any of the last three financial years or current financial year should be more than Rs 77.15 Lakhs

NOTE : i) Relevant documents in support of experience, last order and annual turnover must be submitted along with the application.

- ii) Application without complete supporting document will not be considered.

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Oil India Limited

(A Govt. Of India Enterprise)

P.O. DULIAJAN -786 602

DIST. DIBRUGARH

ASSAM, INDIA

PH: 0374 280 8719

FAX: 0374-2800533/2800522

EMAIL: tuhin_roy@oilindia.com

Tender No. : Hd.Mat/RC/IP/TENDER/157/2011

Tender Date: 05.09.2011

Bid Closing Date: 20.10.2011 at 13.00 hrs.

Bid Opening Date: 20.10.20 at 13.00 hrs.

Delivery : As and when required Basis

SUB : RATE CONTRACT FOR SUPPLY OF ELECTRICAL CABLE

OIL INDIA LIMITED invites you to submit your lowest firm price (both in figures as well as words to avoid ambiguity) for supply of materials as specified in the enclosed Annexure-I for delivery as per above schedule at Duliajan as we intend to enter into RATE CONTRACT for a period of one year with a provision for extension by another one year under mutual consent.

1. Please send your Quotation in typed form in a sealed envelope superscribed with the above Tender No., Bid Closing Date & addressed to Head Materials, OIL INDIA LIMITED, Duliajan – 786 602, Assam, so as to reach before Bid Closing & Time as stipulated above. Any quotation received after the Bid Closing Time & Date will not be considered.
2. In the event of your inability to quote for the materials, please send us your ‘regret’ advice for our information / records.
3. Quotation must be in English and should be valid for our acceptance and placement of order for a minimum period of 16 months from the Bid Closing Date. Offers without this minimum validity period are liable to be rejected. In absence of any categorical mention regarding validity of the quotation, it will be construed that the offer is valid for 16 months and it will be incumbent on the contractor to accept order if and when placed within such validity of 16 months.
4. OIL reserves the right to accept or reject any offer either in full or in part without assigning any reason whatsoever. Oil India Ltd’s decision in this regard shall be final.
5. Please arrange to submit price list of all the items.

6. The quantity indicated against each item is only tentative requirement and may increase or decrease depending on actual requirement.. Formal Purchase order placed against Rate Contract will indicate the actual requirement.
7. Rate should be quoted as per unit specified by us on F.O.R. Duliajan door delivery basis indicating the followings :
- a) Rate as per the current price list – Current price list to be enclosed.
 - b) Rate of discount offered on manufacturer price list.
 - c) Rate of Excise duty , Sales Tax etc
 - d) Packing & Forwarding Charges
 - e) Freight charges
 - f) Insurance charges
 - g) Other charges (if any)
8. Order will normally be placed on quarterly/six monthly basis. However, order for urgent item will be placed as and when required basis.
9. OIL will be at liberty to buy more or less quantity against each item within the overall value of contract.
10. Orders received or mailed prior to termination date of contract will be binding on you.
11. Payments will be made only after acceptance of materials at site.
12. Delivery advices would be issued by OIL on the contractor on as and when required basis. The Contractor would be required to effect delivery of the items as per description mentioned therein within 30 days time from the date of delivery advice.
13. One specimen copy of our rate contract is enclosed for your necessary reference please.
14. NOTE FOR MANUFACTURER ONLY :
- In case you do not quote directly as per your policy, you may divert this tender to your dealer authorized to quote for Oil India Limited, Duliajan, Assam.
15. The Authorized dealer must furnish documentary evidence showing that they have successfully executed rate contract for similar UG cables of Manufacturer represented with Govt. /Semi Govt./PSU/ Reputed Private parties.
16. To evaluate the Inter Se ranking of the offers, Assam Entry Tax on purchase value will be loaded as per prevailing Government of Assam Guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their bids.

**(TUHIN ROY)
SENIOR PURCHASE OFFICER (IS)
FOR HEAD MATERIALS
FOR RESIDENT CHIEF EXECUTIVE**



Oil India Limited

(A Govt. Of India Enterprise)

P.O. DULIAJAN -786 602

DIST. DIBRUGARH

ASSAM, INDIA

PH: 0374 280 8719

FAX: 0374-2800533/2800522

EMAIL: tuhin_roy@oilindia.com

SPECIMEN FORMAT FOR THE CONTRACT

CONTRACT NO. : _____

DATED : _____

DESCRIPTION OF WORK / SUPPLY : **ELECTRICAL CABLES**

CONDITION OF CONTRACT

MEMORANDUM OF AGREEMENT made this _____ between OIL INDIA LIMITED, a Company incorporated under the Company's Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called "The Company", of the one part and M/s. _____ (hereinafter called "The Contractor") of the other part.

IT IS HEREBY AGREED AS FOLLOWS :

1.0 VALIDITY :

This contract is initially valid for a period of **1 (One) year** from _____ to _____. Subject to satisfactory performance, the contract may be extended by the Company for further period of another one year beyond the initial one year period at the same terms and conditions with mutual consent. The terms and conditions of the contract will remain valid for the purchase orders placed within stipulated validity of the contract till completion of execution of the delivery advices.

2.0 MATERIALS :

The contractor hereby undertakes to supply the Company's requirement of Electrical Cables as mentioned in the enclosed Annexure-I during the period of the contract.

3.0 RATES :

i) F.O.R Duliajan price

i) PRICES : Price shall remain firm during the contract period.

ii) Taxes : As applicable within the contractual delivery period at the time of supply which will be extra to Company's account.

4.0 QUANTITY :

The requirement of various items against this contract is estimated to be in the tune of **Rs. 77,15,510.00** excluding tax during the contract period. The contractor shall notify the Company as soon as the monetary limit is about to be exhausted and will not make any further supplies unless it is specifically enhanced by the Company. The quantity mentioned in the enclosed Annexure-I is tentative figure and it may increase or decrease depending on actual requirement.

4.1 QUANTITY VARIATION : + / 5%

5.0 PRICE ESCALATION:

During contract period no request for price escalation will be entertained by the Company. The prices shall remain firm during the contract period.

6.0 DELIVERY:

i) **Terms of delivery :**

Free at OIL's Office at Duliajan. The contractor shall make the necessary arrangement for delivery of the materials at OIL's Office at Duliajan at no extra cost within **30 days** from the date of delivery advice.

ii) Delivery advices will be issued by the Company on the Contractor as and when the supplies are required by the Company and Contractor shall effect the delivery of spares as per descriptions mentioned therein within the stipulated time schedule.

7.0 LIQUIDATED DAMAGES CUM PENALTY :

In the event of failure to execute any supply order within the stipulated delivery period indicated in the delivery advices concerned in line with para 6.0 above, liquidated damage cum penalty at the rate of ½ % per week or part thereof subject to maximum of 7.5% of the value of goods in respect of which default in delivery takes place, will be levied and recovered by the Company from the bills/other pending bills of the contractor. The default may also lead to cancellation of the contract which will be solely at the discretion of the Company.

8.0 PAYMENT TERMS ;

i) 100% payment shall be made within 30 days after receipt & acceptance of material . The bill shall be submitted together with delivery challan & documentary evidence for payment of Excise Duty.

ii) Each bill should bear the reference of this contract No.

9.0 STATUTORY RULES AND REGULATIONS :

9.1 The Contractor shall be solely and fully responsible for complying with all the regulations as laid down by the Government / Company authorities regarding the supply of goods.

9.2 The Contractor hereby undertakes to comply with Company's Security Regulations.

10.0 OTHER TERMS AND CONDITIONS ;

10.1 The Company may Order the Contractor to immediately remove and replace at his own cost any supplies that may be rejected and /or considered unsuitable by the Company. The Contractor will arrange replacement within maximum of 15 days.

10.2 The Company shall have powers to :

- a) Reduce the rates at which the payment shall be made if the quality of the supplies, although acceptable, is not upto the required standard.
- b) Deduct from the Contractor's bill and/or otherwise realize the amount of any loss suffered by the Company on account of wrong supply / non-supply/ belated supply against this contract.
- c) Procure supplies from other sources in the event of contractor's failure to supply within scheduled delivery date incorporated in the delivery advices. The excess expenditure, if any, incurred in procuring the material from alternative sources would be recovered from the contractor.
- d) Enter into parallel rate Contracts with other Contractors and to obtain additional supplies by adhoc purchases from other sources.
- e) Arrange collection of goods due to urgency from Contractor's works in which case road freight as incurred will be deducted from Contractor's Bill(s).
- f) To inspect the cables during any stage of manufacture at Contractor's works.

10.3 The Contractor will be allowed to enter into the Industrial area to deliver the good as per the timings below :

- a) Monday to Friday : Upto 1.00 p.m.
- b) Saturday : Upto 9.00 a.m.

11.0 INDEMNITY:

The Contractor shall be solely responsible and liable for any and all losses/damages or injury to persons or property, whether or not such persons are employed by or such property is owned by the Company arising out of negligence, willful act or defamation on the part of the Supplier. The Supplier shall indemnify and hold the Company harmless against any and all such claims, demands, actions, suits, proceedings and judgements relating thereto which may be made or brought against the Company and defend the Company at Contractor's sole expenses in any litigation involving the same. For this purpose, Contractor shall comply with the provisions of workmen's Compensation Act. Fetal Accidents Act, Industrial Dispute Act or any other enactment for the time being in force.

12.0 WARRANTY / GUARANTEE

Goods, to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 18 (eighteen) months from the date of dispatch or 12 (twelve) months from the date of receipt whichever is earlier against defects from faulty materials, workmanship or design. Defective goods notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R. destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

13.0 TERMINATION OF CONTRACT :

The Company reserves the right to terminate the contract at any time by giving one month's notice in advance without assigning any reasons thereof.

14.0 FORCE MAJEURE :

14.1 In the event of either of the parties hereto being rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram to the other party as soon as possible, after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable despatch.

14.2 The term "force majeure" as used herein shall mean act of God, Strikes, Lockouts or other Industrial disturbance, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, landslides, lightning, earthquakes, fires, storms, floods, washout, Government regulations and other civil commotions and any other causes, whether of the kinds herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the contract by the said party impossible.

15.0 GOVERNING TERMS AND CONDITIONS :

15.1 This contract shall be performed in accordance with OIL INDIA LIMITED 1968 GENERAL CONDITIONS OF CONTRACT.

15.2 Any terms and conditions stipulated in offer of the contractor, if any, but not mentioned in the contract will not be applicable.

16.0 SETTLEMENT OF DISPUTES / ARBITRATION :

In the event of disagreement/disputes arising in connection with execution of this contract which cannot be settled in an amicable manner between the seller and the purchaser, the matter shall be referred to arbitration. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue for such an arbitration shall be Duliajan.

IN WITNESS whereof the parties hereunto set their hands and seals the day and the year first above written.

Signature of the Representative
Of Company (Oil India Limited)

Signature of Contractor
(or his legal attorney)

(Full Name of signatory)

(Full Name of Signatory)

(Designation of Signatory)

(Seal of Contractor's Firm)

(Signature of Witness)

(Signature of Witness)

(Full Name of Witness)

(Full Name of Witness)

Address : OIL INDIA LIMITED
DULIAJAN.

Address :

File > akg> cable :cablerc157

Tender issued to following parties only:

200284 M/S. INCAB INDUSTRIES LIMITED, KOLKATA
200290 M/S.UNIVERSAL CABLES LIMITED, KOLKATA
200291 M/S.CABLE CORPORATION OF INDIA LTD., KOLKATA
200293 M/S.ALUMINIUM INDUSTRIES LTD., KOLKATA
200294 M/S.SWASTIK CABLES INDUSTRIES, NAGPUR
200298 M/S.FINOLEX CABLE LIMITED, KOLKATA
200667 M/S.DELTON CABLES LIMITED, NEW DELHI
201931 M/S.THE PREMIER CABLE CO. LTD., NEW DELHI
201932 M/S.NORTH EASTERN CABLES PVT. LTD., JORHAT
203120 M/S.ELKAY TELELINKS (P) LTD., NEW DELHI
203122 M/S.MAZDA CABLES PVT. LTD., DELHI
203123 M/S.SATELITE CABLES (P) LTD., NEW DELHI
205570 M/S.NICCO CORPORATION LTD., (CABLE DIVN.),KOLKATA
209423 M/S.RPG CABLES, MUMBAI