

Tender No. : Hd.Mat/RC/IP/TENDER/146/2010  
Tender Date: 10.02.2010  
Bid Closing Date : 25.03.2010 at 13.00 hrs.  
Bid Opening Date : 25.03.2010 at 13.00 hrs.  
Delivery : As and when required Basis

**Tender issued to following parties only::**

1. M/S. BHARAT HARDWARE CO., A.T. ROAD, 786125 TINSUKIA [200128]
2. M/S. HINDUSTAN SANITARYWARE & INDUSTRIES LTD, NEW DELHI [202989]
3. M/S. TIRUPATI INDUSTRIAL STORES, TINSUKIA [203117]
4. M/S. E.I.D PARRY (INDIA) LTD., KOLKATA [203358]
5. M/S. CERA SANITARYWARE LIMITED, KOLKATA [203359]
6. M/S. NEY CER INDIA LIMITED, CHENNAI [203360]
7. M/S. NEY CER INDIA LIMITED, KOLKATA [203361]

**SUB : RATE CONTRACT FOR SUPPLY OF BATHROOM & SANITARY FITTINGS.**

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 2 (Two) years with a provision for extension by another 1 (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 for a minimum period of 120 days from the Bid Closing Date. Offers without this minimum validity period will be 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 120 days.
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. Formal 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 Sales Tax.

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. Prices : Price will remain firm during the contract period.

14. One specimen copy of our rate contract is enclosed for your necessary reference please.

15. 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.

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.

(S.K. PHUKAN)  
MANAGER MATERILAS (IS)  
FOR HEAD MATERIALS  
FOR RESIDENT CHIEF EXECUTIVE

**ANNEXURE - I**

**TENDER NO. : HD./RC/IP/TENDER/146/10 DATED 10.02.2010**

**B.C. DATE : 25.03.2010**

<b>SL.NO.</b>	<b>MATERIAL DESCRIPTION</b>	<b>QNTY.</b>	<b>Estimated Requirement</b>	<b>Rate (Rs.)</b>
1	Wash Hand Basins-Straight Type, White Glazed Earthenware/Vitreous China, W/Brackets Approx. Overall Size : Length - 22" & Width- 16" With Chrome Plated Waste Plug & Chain - One & Waste Male Outlet - One Make : Hindware/Parry/Nycer/Cera  G.I.NO. 84-02-0156	600 NOS.		
2	Sinks-Plain Edge Type, White Glazed, Earthenware, W/Brackets, Approx. Overall Sizes : Length - 24", Width- 18" & Depth - 8" with two Chrome Plated Taps - Type : Hot & Cold Wall Flange. With Chrome Plated Waste Plug & Chain- One & Waste Male Outlet - One. Make : Hindware/Parry/Nycer/Cera  G.I. NO. 84-02-0316	400 NOS.		
3	PVC Cistern, 10 Ltrs capacity with pvc long bend. Size : 32.50 cm x 47.60 cm x 15.50 cm along with two L type brackets as provision to fix on the wall Conforming ISI mark IS 7237 Make - Hindware /	700 NOS.		

	Parryware G.I. NO. 84-02-1228			
4	Water Closets - White Glazed Earthenware/ Vitreous China. Indian Type with "P" Trap for Floor Sinking (Squatting Pan), Size : 18" Make : Hindware/Parry/Nycer/Cera G.I. NO. 84-02-1319	600 NOS.		
5	Water Closets - White Glazed Earthenware/Vitreous China. Anglo Indian Type with "P" Trap and Hinged Seat. Make : Hindware/Parry/Nycer/Cera G.I. NO. 84-02-1365	200 NOS.		
6	Water Closets - White Glazed Earthenware/ Vitreous China. European Type with "S" Trap & Hinged Seat. Make : Hindware/Parry/Nycer/Cera G.I. NO. 84-02-1412	200 NOS.		
7	Water Closets Seat, Anglo-Indian-Hardwood/Plastic with Hinges & Buffersto ISS-2548 Make : Hindware/Parry/Nycer/Cera G.I. NO. 84-02-1467	300 NOS.		
8	Ball Float - Polythene, Dia. 4" Connection, Size - 1/2" Heavy Quality - Sample to be approved G.I. NO. 84-02-1935	600 NOS.		
9	"P" Trap, Cast Iron - 4" G.I. NO. 84-02-1627	200 NOS.		
10	Water Closet Seat, European-Hardwood/Plastic, with Hinges & Buffersto ISS-2548	300 NOS.		

	Make : Hindware/Parry/Nycer/Cera G.I. NO. 84-02-1478			
11	Ball Valve (without Ball Float) - Brass, Size 1/2" Heavy Quality (Sample to be approved.)  G.I. NO. 84-02-1902	600 NOS.		

- NOTE** : 1. Materials shall be delivered As and When Required Basis Within 30 days of issue of delivery advice.
2. The quantity shown above may vary depending on our actual requirements.
3. 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.



**Oil India Limited**  
(A Govt. Of India Enterprise)

P.O. DULIAJAN -786 602  
DIST. DIBRUGARH  
ASSAM, INDIA  
PH: 0374 280 0491  
FAX: 0374-2800533/2800522  
EMAIL: [material@oil.asm.nic.in](mailto:material@oil.asm.nic.in)

SPECIMEN FORMAT FOR THE CONTRACT

CONTRACT NO. : \_\_\_\_\_ DATED \_\_\_\_\_

DESCRIPTION OF WORK / SUPPLY : Supply of 11 items of Bathroom & Sanitary Fittings.

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 2(two) years 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 11 items of Bathroom & Sanitary Fittings as mentioned in the enclosed Annexure-I during the period of the contract.

3.0 RATES :

- i) PRICES : Price will 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. \_\_\_\_\_ including 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.

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 15 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 will be made against receipted delivery challans within 30 days from the date of presentation of bills.

ii) Bills should be submitted in triplicate to General Manager (Finance & Accounts), Oil India Limited, Duliajan in the following manner :

- |    |                          |           |
|----|--------------------------|-----------|
| a) | Upto Rs. 1 lakh          | - 2 Bills |
| b) | Rs. 1 lakh to Rs. 3 lakh | - 5 Bills |
| c) | Above Rs. 3 lakhs        | - 8 Bills |

iii) 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 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/ delated 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.

10.2 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.

Contd.....4/-

12.0 WARRANTY :

The Contractor warrants that the materials supplied will be genuine materials and will be of recent make, best quality and workmanship and free from any defect. Any supplied found to be of poor quality / defective will be replaced at no extra cost to Company within maximum of 10 days of receipt of notice by the Contractor.

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 :