

IMPORTANT NOTE

BID DOCUMENT HAS BEEN DISPLAYED BELOW TO UNDERSTAND THE REQUIREMENT ONLY. PARTIES INTERESTED TO PARTICIPATE AGAINST THIS TENDER SHALL HAVE TO PURCHASE THE TENDER DOCUMENTS FROM ANY OF OIL'S DESIGNATED OFFICES MENTIONED IN THE TENDER NOTIFICATION GIVEN BELOW. PROOF OF PURCHASE OF TENDER DOCUMENT MUST BE SUBMITTED ALONG WITH THE OFFER, FAILING WHICH OFFERS WILL BE TREATED AS UNSOLICITED.



OIL INDIA LIMITED
 (A Govt. of India Enterprise)
 Duliajan -786602; Assam
 Fax: 0374 2800533
 E-mail: *material @oilindia.in*

(SECTION – I)
Forwarding letter

Document Srl .No.	
Money receipt no.	
Signature of issuing Officer	

M/s. _____

TENDER NO. : MAT /DUL/CONDENSATE /2010

**TENDER FOR SALE OF CONDENSATE RECOVERED FROM
OIL'S LPG PLANT AT DULIAJAN**

Sirs,

We enclose a complete set of Tender document in respect of invitation of bids for sale of condensate from OIL's LPG Plant at Duliajan. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

- (i) Tender No. : **MAT/DUL/CONDENSATE/2010**
- (ii) Tender fee : Rs. 1000.00 (non refundable)
(PSU and SSI Units are exempted)
- (iii) Type of Bid : Single Stage-Two Bid System
- (iv) Bid Closing date & Time : 09th December 2010 at 13-00 hrs (IST)
- (v) Technical Bid Opening date & time: 09th December 2010 at 13-00 hrs (IST)
- (vi) Price Bid Opening Date & time : Will be intimated to the eligible bidders nearer the time.
- (vii) Bid Submission Place: Bid should be submitted on /or before the Bid Closing date & time as stated above at the following address:

OIL INDIA LIMITED
Materials Department
P.O: Duliajan - 786602
Dist. Dibrugarh, Assam

- (viii) **Bid Opening Place :** OIL INDIA LIMITED
Materials Department
Duliajan – 786602, Assam
- (ix) Bid Security : Rs. 166.00 Lakhs (Rupees One hundred sixty six lakhs)
(Non interest bearing) (PSUs and SSI units are exempted)
- (x) Security deposit : Rs. 400.00 Lakhs (Rupees Four Hundred lakhs)
(Non interest bearing)
- (xi) Bid validity : 180 days from the date of bid opening
- (xii) Duration of the Contract : Initially for a period of 3(Three) years with a provision for extension by another one year.
- (xiii) Bids to be addressed to : **Head –Materials**
OIL INDIA LIMITED
Materials Department
Duliajan - 786602
Dist. Dibrugarh, Assam

3.0 OIL now looks forward to your active participation in the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Chief Materials Manager (D)(i/c)
For Head-Materials
For Resident Chief Executive

SECTION – II

INVITATION FOR BIDS

1.0 Oil India Limited (OIL), Duliajan, Assam invites competitive sealed bids under **SINGLE STAGE TWO BID SYSTEM** from indigenous eligible bidders having requisite experience and statutory clearances for **Sale of Condensate recovered from OIL'S LPG Plant at Duliajan, Assam** for a period of 3(three) years with a provision for extension by another one year at a mutually agreed rate, terms and conditions.

1.1 Tender No. : **MAT/DUL/CONDENSATE/2010**

1.2 Bid closing Date & Time : 09th December, 2010 at 13-00 hrs (IST)

1.3 Bid Security (Non-interest bearing): Rs.166.00Lakhs (Rs.One hundred sixty six lakhs only)

1.4 Quantity of Condensate available for sale : Approx. 2200 MT (Max.) per month

2.0 Bid documents (Non transferable) can be purchased from 08th November 2010 till one day prior to the scheduled Bid closing date on application and payment of non refundable tender fee of Rs.1000.00 (excepting PSUs and SSI units) through crossed demand draft drawn in favour of Oil India Limited payable at the place of purchase of tender documents from :

- i) Head-Materials, Oil India Ltd., Duliajan -786602; Assam
- ii) Sr. Advisor(C&P), OIL India Limited, Plot No. 19, Sector-16A, Noida-201301 (U.P.)
- iii) Head (Kolkata Branch), Oil India Limited, 4 India Exchange Place, Kolkata 700001
- iv) Addl. Chief Materials Manager (Pipe line), Oil India Limited
P.O. Udayan Vihar, Guwahati -781171, Assam

3.0 Detailed tender document will be available in OIL's website: www.oil-india.com

4.0 To be eligible for issue of tender documents, the applicant must meet the following criteria (documentary evidence to be provided);

- (a) Possession of a Physical plant with licensed capacity
- (b) Plant lay out approved by Chief Controller of explosives
- (c) Chief Controller of Explosive's license for storage of Class – A Petroleum Products
- (d) Solvent /Raffinate /Slop license from District authority (District Magistrate)
- (e) No objection certificate from Pollution Control Board

5.0 OIL reserves the right to refuse issue of tender documents to such parties, about whose competence OIL is not satisfied, even on payment of tender fee. Company's decision in this regard shall be final. OIL also reserves the right to reject any/all bids and cancel the tender without assigning any reason thereof.

END OF SECTION-II

SECTION - III

INSTRUCTIONS TO BIDDERS

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

BID DOCUMENTS

- 2.0 The product for sale, bidding procedures and contract terms are prescribed in this Bidding Documents .The bid document includes
- (a) A forwarding letter highlighting the following points (SECTION –I):
 - (i) Company's Tender No.
 - (ii) Tender fee
 - (iii) Type of bid
 - (iii) Bid closing date and time.
 - (ii) Bid opening date, time and place.
 - (iii) Bid submission place.
 - (iv) Bid opening place.
 - (vi) The amount of Bid Security.
 - (vii) The amount of Security deposit
 - (viii) Bid validity
 - (ix) Duration of contract
 - (b) Invitation for bids (Section –II)
 - (c) Instruction to Bidders (Section III)
 - (d) General Terms & Terms of Reference of Contract (Section IV)
 - (e) Bid Evaluation Criteria/Bid Rejection Criteria - (Section-V)
 - (f) Price bid format (Proforma - A).
 - (g) Form of Bank guarantee in lieu of Security Deposit (Proforma B).
 - (h) Draft Contract / Agreement Form (Proforma C).
 - (i) Form of Bid Security (Bank Guarantee) (Proforma D).
 - (j) Proforma Letter of Authority (Proforma E)
 - (k) Undertaking (Annexure –I)
 - (m) Indemnity agreement (Annexure – II)
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 3.0 **AMENDMENT OF BIDDING DOCUMENTS:**
- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by the issuance of an Addendum
- 3.2 The Addendum will be sent in writing or by Fax or E mail to all prospective Bidders to whom Company has issued the bid documents. The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

PREPARATION OF BIDS

4.0 **LANGUAGE OF BIDS**: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language

5.0 **DOCUMENTS COMPRISING THE BID**: The bid submitted by the Bidder shall comprise of the following components:

I) TECHNICAL BID

- (i) The complete Bid document signed on each page by the authorized signatory of the bidder (**without indicating the prices offered**)
- (ii) Documentary evidence established in accordance with Para 7.0
- (ii) Bid Security furnished in accordance with Para 8.0

II) COMMERCIAL/PRICE BID

- (i) Price bid Format as per **Proforma – A**
- (ii) All other commercial terms related to the bid

6.0 MINIMUM BID PRICE:

6.1 The company has fixed a minimum basic price of Rs. 32,866.11 per MT (which is based on average downloaded Reuters price (PLATT's rate) for 2nd fortnight of October, 2010). The basic quoted rate by bidder should not be less than this minimum basic rate.

6.2 The basic price is exclusive of CESS under OIDB Act, NCCD, Educational Cess, Sales Tax and other Govt. Levies prevailing at the time of sale of the product.

CESS under OIDB Act, NCCD, Educational Cess, Central Sales Tax and any other statutory / local levies will be borne by the purchaser and which shall be paid to the company along with the basic price of Condensate and Company will deposits the same with the concerned Govt. authorities.

6.3 VAT / Central Sales Tax shall be extra as applicable. The bidder has to submit Form "C" to the Company on a regular basis.

6.4 The Prevailing rates on CESS under OIDB Act, NCCD and Educational Cess are indicated in the price format (Proforma-A) of the bid document. However, any changes in these rates or introduction of new levies by the statutory authority during the contract period will be to the purchaser's accounts.

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

7.1 Bidders must submit the relevant documents as called for in the Bid Rejection Criteria (BRC) to qualify for the tender .These are listed in Section V

8.0 **BID SECURITY:**

8.1 The bidder shall furnish as part of the Technical Bid, a Bid Security in the form of a Bank Draft drawn in favor of Oil India Limited, Duliajan, Assam by any scheduled bank for Rs. 166.00 Lakhs (Rupees One hundred sixty six lakhs) only **OR** in the form of a Bank Guarantee of same amount issued by a scheduled bank in the prescribed Format provided in the Bid Document vide Proforma - D.

Public Sector Undertakings and SSI Units are exempted from submission of Bid Security.

The Bank Guarantee should be valid for 30 days beyond the validity of the bid and shall be enforceable at Duliajan /Delhi /Kolkata/Guwahati

8.2 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank:

- (a) Full Address
- (b) Branch Code
- (c) Code Nos. of the authorized signatory with full name and designation
- (d) Phone Nos. /Fax Nos. /E-mail address

8.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.

8.4 Bids (from parties other than those exempted) not accompanied by a proper Bid Security (in Original) in conformity with Clause 8.1 above will be rejected outright without any further reference

8.5 Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged upon the bidder's signing of the contract and furnishing the Security Deposit to OIL in the prescribed format (**Proforma-B**) against the Contract secured by the bidder within the stipulated time frame.

8.6 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

8.7 Bid Security will not accrue any interest during its period of validity or extended validity.

8.8 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture

8.9 The Bid Security will be forfeited:

- a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the bidder on the Bid document
OR
- b) If successful Bidder fails :
 - (iii) To sign the contract within reasonable time and within the period of bid validity ,and/or
 - (iv) To furnish the Security Deposit

9.0 **PERIOD OF VALIDITY OF BIDS:**

9.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Company. Bids with lesser validity will be rejected.

9.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under para 8.0 shall also be suitably extended.

A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 **FORMAT AND SIGNING OF BID:**

10.1 The Bidder shall prepare three copies of the bid clearly marking original "ORIGINAL BID" and rest "COPY OF BID". In the event of any discrepancy between them, the original shall govern.

10.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization (as per **Proforma E**) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

10.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

11.0 **SEALING AND MARKING OF BIDS:**

11.1 The tender is being processed according to a "Single Stage - Two Bid procedure. Offers should be submitted in two parts viz. **Technical bid and Commercial bid** each in triplicate (one Original and 2 copies).

11.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".

11.3 The cover containing the Technical Bid (Original + 2 copies) should be in one sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.1 Technical bid
- (ii) Tender No. _____.
- (iii) Bid closing date _____.
- (iv) Bidder's name _____.

11.4 The cover containing the Commercial Bid (Original + 2 copies) should be in a separate sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.2 Commercial bid
- (ii) Tender No. _____.
- (iii) Bid closing date _____.
- (iv) Bidder's name _____.

11.5 The above mentioned two separate covers containing Technical and the Commercial bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to **Head –Materials** as mentioned in the "Forwarding Letter".

- (i) Tender No. _____.
- (ii) Bid closing date _____.
- (iii) Bidder's name _____.

11.6 The Bid Security mentioned in para 8.0 should be enclosed with the Technical Bid.

The price Schedule should not be put in the envelope containing the Technical Bid.

11.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document.

11.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/ transit loss.

11.9 Cable/ Fax/E-mail/ Telephonic offers will not be accepted.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids must be received by the company at the address specified in the "Forwarding Letter" not later than the bid closing time and date mentioned in the "**Forwarding Letter**".

13.0 LATE BIDS:

13.1 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing.

14.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and despatched in accordance with the provisions of para 11.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

14.3 No bid can be modified subsequent to the deadline for submission of bids.

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid document. Withdrawal of a bid during this interval period shall result in the Bidder's forfeiture of its Bid Security.

15.0 BID OPENING AND EVALUATION:

15.1 Company will open the Bids, including the modifications and withdrawal of bids, if any, made pursuant to para 14.0 in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. **Only one representative against each bid will be allowed to attend.**

15.2 Bid for which an acceptable notice of withdrawal has been received pursuant to para 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

15.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the submission of requisite Bid Security and such other details as the Company may consider appropriate.

- 15.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the subpara 15.3.
- 15.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 15.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 15.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 15.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

16.0 OPENING OF COMMERCIAL/PRICE BIDS:

- 16.1 Company will open the Commercial (price) Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.
- 16.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 16.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

17.0 EVALUATION AND COMPARISON OF BIDS:

- 17.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria and Bid Rejection Criteria detailed in **Section- V** of the bidding documents.

18.0 CONTACTING THE COMPANY:

- 18.1 Except as otherwise provided in para 15.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 15.5

18.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

19.0 **PLANT INSPECTION**

19.1 To establish the credentials of the bidder, bidder's Plant may be inspected by OIL's Representatives and verify authenticity of various relevant documents etc. prior to Award of the Contract

20.0 **AWARD OF CONTRACT**

20.1 The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the **highest evaluated bid**, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

21.0 **NOTIFICATION OF AWARD:**

21.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.

21.2 The notification of award will constitute the formation of the Contract.

21.3 Upon the successful Bidder's furnishing of the Security Deposit pursuant to para 24.0 the company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to para 8.0 hereinabove

22 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

22.1 Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action. Company's decision in this regard shall be final

23.0 **SIGNING OF CONTRACT:**

23.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Schedule of rates etc. incorporating all agreements between the parties

23.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company

24.0 **SECURITY DEPOSIT:**

24.1 Within 30 days of the receipt of notification of award from the Company, the successful Bidder shall either deposit an amount of Rs. 400.00 Lakhs (Rs.Four Hundred Lakhs) as interest free Security Deposit or provide an irrevocable Bank Guarantee for an equivalent amount of Security Deposit in the prescribed format as provided **Proforma-B** in the Bidding Documents or in any other form acceptable to the Company from a schedule bank.

- 24.2 The Security Deposit shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 24.3 The Security Deposit if provided through Bank Guarantee as specified above must be valid up to 3 months (to lodge claim, if any) beyond the date of expiry of the tenure of the Contract. In case the period of contract is extended as per the provisions of the Contract, the Security deposit (Bank Guarantee) shall also be extended accordingly for the extended period of the contract.
- 24.4 The amount of security deposit will be returned to the Contractor 2(two) months after successful completion of the Contract .However, the Company has the liberty to adjust the Security deposit for recovering any amount due from the contractor.
- 24.5 Failure of the successful Bidder to comply with the requirements of para 23.0 or 24.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bids or negotiate with the next highest bidder as the case may be
- 24.6 The Security deposit shall not accrue any interest**

END OF SECTION –III

SECTION - IV**GENERAL TERMS AND TERMS OF REFERENCE OF CONTRACT****1.0 AVAILABILITY OF CONDENSATE FOR SALE :**

Approx. 2200 MT per month.

Maximum upliftment on a particular day shall not exceed 65 -70 MT.

2.0 PRICE OF CONDENSATE PER MT

2.1 Sale price of the condensate shall be as per rates as indicated in Price bid format (Proforma - A)

2.2 The basic sale price of condensate shall vary (increase or decrease) in proportion to the change in the declared average quoted price (PLATE rate) for C5-C6 (naptha SGP) on fortnightly basis in comparison to the minimum basis price as indicated at 6.1 above.

An example showing the methodology of calculation of change in basic price is indicated below:-

a) Minimum basic price as per Clause 6.1	:	Rs. 32866.11/MT
b) PLATT's rate on the prevailing fortnight (say)	:	Rs. 36000 /MT
c) Quoted rate of the customer (say)	:	Rs. 34000 /MT
d) Revised basic rate for billing	:	Rs. ($\frac{36000 \times 34000}{32866.11}$) /MT
		= Rs. 37242 /MT

Note: PLATT's rate is declared on USD / BBL. For calculation of PLATT's rate in Rupees./MT conversion of BBL to MT will be as per conversion factor declared in above Platt's price and conversion of \$ to Rupees will be as average exchange rate of RBI reference.

2.3 The basic price shall be Ex LPG Plant of OIL and is exclusive of CESS under OIDB Act, NCCD, Educational Cess, Sales Tax and other Govt. Levies prevailing at the time of sale of the product.

CESS under OIDB Act, NCCD, Educational Cess, Central Sales Tax and any other statutory / Local levies will be borne by the purchaser and which shall be paid to the company along with the basic price of Condensate and Company will deposits the same with the concerned Govt. authorities.

2.4 VAT / Central Sales Tax shall be extra as applicable. The bidder has to submit Form "C" to the company on a regular basis.

2.5 The Prevailing rates on CESS under OIDB Act, NCCD and Educational Cess are indicated in the price format (Proforma-A) of the bid document. However, any changes in these rates or introduction of new levies by the statutory authority during the contract period will be to the purchaser's accounts.

2.6 **Company reserves the right to reject any or all offers if it considers the quoted rates as not reasonable**

2.7 Prices must be quoted by the bidders both in words and in figures.

3.0 **PAYMENT:**

Payment to be made in advance through a Demand Draft drawn on a schedule bank having branch in Duliajan, payable in Duliajan or through modern RTGS and other facilities adopted by the on-line banking electronic system. However, Purchaser shall be allowed to lift the materials only on confirmation of receipt of money in Company's bank account.

All expenses from and beyond lifting of Condensate will be to Purchaser's account.

4.0 **DURATION OF CONTRACT / AGREEMENT:**

The period of Contract / Agreement shall be initially for **3(three) years** from the first month of upliftment of Condensate. The contract / agreement shall have a provision for extension by 1 (one) more year after expiry of the initial period of three years with same terms & conditions of original contract on mutual consent subject to performance of the contractor is found to be satisfactory during the initial period of 3(three) years of the agreement.

5.0 **STATUTORY LICENCE & CLEARANCE:**

5.1 The Purchaser shall have to obtain necessary licenses including explosive license from Government Authorities to transfer Condensate from Duliajan to Purchaser's plant. Moreover, Inter district and Interstate movement of Condensate is the responsibility of the Purchaser.

5.2 The purchaser shall have requisite licenses to store and handle class –A Petroleum products in addition to necessary Industrial Registration certificate to process Petroleum products like Naphtha /NGL/Condensate etc.

5.3 The Purchaser shall also have the requisite environmental clearances for processing of Condensate in their Plant. Further, the purchaser has to furnish the monthly statement of value added Products manufactured from Condensate purchased from the Company and agrees to maintain proper records for verification by Company Officers / concerned Inspection Authorities.

6.0 **AVAILABILITY:**

6.1 The Condensate will be made available to the Purchaser at LPG Dispatch Terminal of the Company in Duliajan or any other place as decided by the Company.

6.2 The Purchaser will be required to place the bowsers /tank trucks to lift day-to-day recovery of Condensate as per following time table: The bowsers / tank trucks should be fit to carry condensate and must be fulfilling the statutory requirements.

Monday to Friday : 7.30 am to 2.00 pm.

Saturday : 7.30 am to 10.00 am.

If the full quantity cannot be lifted on Saturdays within the working hours mentioned above, then the remaining quantity will be delivered / lifted on the next working day in addition to the normal daily upliftment for that day. However, no lifting will be allowed on Sundays and Holidays.

6.3 The purchaser must obtain prior permission from Head of LPG department before sending his tank trucks / bowsers for collection of condensate

7.0 **TRANSPORTATION:**

7.1 The Purchaser will have to make his own arrangement at their cost and bear the cost to collect Condensate from LPG Despatch Terminal or any other point of loading and also to bear the cost of transportation of the product from loading point to his plant.

8.0 **UPLIFTMENT:**

8.1 **Mode of delivery:**

The Company shall arrange to deliver Condensate as per day-wise indent placed by the Purchaser on a fortnightly basis from time to time by the following mode:

By filling tank trucks, which conform to statutory specification for transportation of Hydrocarbon liquid having composition similar to that of Condensate

8.2 The Purchaser will have to expressly confirm in writing the name(s) of the representative(s) for signing the delivery challans and Central Excise document, the name(s) of the driver(s) and the Regd. No. of the tank trucks / Bowser(s) to Head of LPG department of the Company for each day in advance at least two days before each day of schedule of upliftment.

8.3 **Quantity determination:**

The net quantity loaded shall be on the basis of the weight of the tank trucks before and after loading operations determined on a duly calibrated weigh bridge located at LPG Plant of the Company. This may be changed to other improved system in future. However, to comply with Central Excise procedure, volume determination by dip measurement will also be resorted to, though quantity determination of weight by Weigh Bridge will be final and binding for all purposes under this Agreement.

8.4 The Purchaser will start lifting of Condensate as per the Agreement and thereafter he will continue to lift the same regularly. However, in case the Purchaser discontinues lifting of the product for a period of **30 days** without any acceptable reasons, the Company may terminate the Agreement.

8.5 The delivery of Condensate will be in terms of MT only (upto four decimals) and the delivery challans / bills will be raised accordingly. Sale of Condensate will be made against advance payment only.

8.6. The Purchaser shall obtain prior information on their own on a fortnightly basis in advance of the daily production plan and thereafter send their tanker (s)/ bowser(s) for upliftment of Condensate from LPG Despatch Terminal / any other loading point of the Company.

9.0 **OPERATIONAL:**

9.1 Tank trucks reporting for uplifting Condensate will park on the specific side of the LPG Plant approach road at Duliajan as done by LPG carrying vehicles and personnel of the Purchaser will be subject to the Company's security checks as may be prescribed from time to time.

9.2 **Monitoring of safety checks:**

The Purchaser or his representative will check and ensure that vehicles meeting all statutory regulations are only placed for uplifting of Condensate.

The Company shall ensure safe filling of the tank trucks. The Purchaser's representative will physically witness the quantity of product loaded and will sign necessary documents / delivery ticket etc. as a token of receipt of the product. It will be the sole responsibility of the Purchaser to take measures for pilfers proofing of the loaded tankers if they wish.

The Company shall control vehicle movement, parking etc. inside the LPG Plant premises and on plant approach road.

The Purchaser will be responsible for safely handling and transportation of Condensate after it is handed over to the purchaser by the Company at LPG Despatch Terminal or any other loading point.

9.3 **Information of product availability and plant operation and maintenance schedule:**

The Company will give advance intimation on regular planned maintenance Shutdowns and modification of LPG Plant if these are likely to affect product availability. Similarly, the Purchaser will have to provide advance intimation on product upliftment plans fortnightly.

10.0 **MINIMUM GUARANTEED UPLIFTMENT (MGU)**

10.1 The purchaser have to agree to uplift minimum 80% of the monthly allotted quantity of the condensate, the payment for which will have to be made whether uplifted or not, except that pro rata adjustment shall be made on account of the following:

- i. In case of relevant reservation as per force majeure clause, Bandh affected in our LPG Plant etc,
- ii. During annual plant maintenance.

10.2 The Minimum Guaranteed Upliftment (MGU) quantity shall be calculated on monthly basis and shall be determined in the following manner:

$$\text{MGU} = \frac{(\text{'N1'} \text{ days} \times \text{monthly allotted quantity} \times 0.80)}{30 \text{ or } 31 \text{ days as applicable}}$$

Where,

$$\text{'N1'} = [\text{'N'} - \text{'S'} - \text{'F'}]$$

And

'N' = Number of days in the relevant month

'S' = Number of schedule shut down days during the month due to annual plant maintenance

'F' = Number of Force Majeure days during the month, where applicable and is as per terms of Force Majeure clause.

While calculating the number of days for the first month, after the agreement comes into effect, the days shall be counted from the 1st day of upliftment and shall end on the last day of the month. Also for calculating the number of days for the last month of the contract, the days shall be counted from the 1st day of the month and shall end on the last day of the contract.

10.3 The billing in respect of Minimum Guaranteed Upliftment (MGU) will be made on a monthly basis and the same will be paid by the Purchaser within fifteen days from the date of billing. Delay in settlement of MGU bills will attract interest @ 1% above SBI Cash Credit rate. In case of delay beyond 15 days management also reserve the right to deduct the amount together with interest from available advance or restrict future sale of condensate.

10.4 Pricing of Minimum Guaranteed Upliftment (MGU) quantity will be done on the basis of simple average of fortnightly price raised during the above month.

11.0 **INSURANCE:**

11.1 The Purchaser shall arrange comprehensive insurance to cover all risks in respect of the Purchaser's facilities, personnel materials, equipment etc. belonging to the Purchaser or its sub-contractors / transporters / authorized agents during the currency of this Agreement. Under no circumstances the Company shall be responsible for this.

11.2 The Purchaser shall at all times during the currency of the Agreement provide, pay for and maintain the following insurances amongst others:

(a) Workmen compensation insurance as required by the laws of the country of origin of the employee.

(b) Employer's Liability Insurances as required by law in the country of origin of employee;

(c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property under **Public Liability Insurance Act 1991**. This insurance must cover all operations of the Purchaser required to fulfil the provisions under the Agreement.

(d) The Purchaser's facilities provided by the Purchaser for performance of the work hereunder shall have an insurance cover with a suitable limit.

(e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.

11.3 The Purchaser shall obtain additional insurance or revise the limits of existing insurance as per the Company's request, in which case additional cost shall be to Purchaser's account.

11.4 Any deductible set forth in any of the above insurance shall be borne by the Purchaser.

11.5 The Purchaser shall furnish to Company prior to commencement of lifting the certificates of all its insurance policies covering the risks mentioned above.

11.6 If any of the above policies expire or are cancelled during the term of this Agreement and if the Purchaser fails for any reason to renew such policies, then the Company may renew / replace same and charge the cost thereof to the Purchaser. Should there be a lapse in any insurance required to be carried out by the Purchaser for any reason whatsoever loss/damage claims resulting there from shall be to the sole account of the Purchaser.

11.7 The Purchaser shall require all of their sub-contractors, transporters and authorized agents to provide such of the foregoing insurance coverage as the Purchaser is obliged to provide under the Agreement and inform Company about the coverage prior to the commencement of agreements with such sub-contractors, transporters and authorized agents.

11.8 All insurance taken by the Purchaser or their sub-contractors shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

11.9 Insurance, if any, taken by the Company with regard to this Agreement shall be endorsed to provide that the underwriters waive their rights of recourse on the Purchaser or his contractors, sub-contractors and authorized agents.

12.0 **SECURITY DEPOSIT:**

12.1 Within 30 days of the receipt of notification of award from the Company, the Purchaser shall either deposit an amount of **Rs. 400 Lakhs** (Rupees four hundred lakhs) as interest free Security Deposit or provide an irrevocable Bank Guarantee for an equivalent amount of Security Deposit in the prescribed format (Proforma- **B**) or in any other form acceptable to the Company from a schedule bank.

12.2 The Security Deposit shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

12.3 The Security Deposit if provided through Bank Guarantee as specified above must be valid up to 3 months (to lodge claim, if any) beyond the date of expiry of the tenure of the Contract. In case the period of contract is extended as per the provisions of the Contract, the Security deposit (Bank Guarantee) shall also be extended accordingly for the extended period of the contract.

12.4 The amount of security deposit will be returned to the Purchaser 2(two) months after successful completion of the Contract .However, the Company has the liberty to adjust the Security deposit for recovering the amount due from the contractor, if any, on account of those as per para 2.0 and 10.0 above

12.5 The Security deposit shall not accrue any interest

13.0 **INVOICING & PAYMENT:**

13.1 Invoice will be raised by the Company daily based on the actual quantity of Condensate to be delivered.

The Purchaser has to collect the invoice from Head of LPG department, Oil India Limited, Duliajan.

13.2 Before collection of the invoice, the Purchaser has to deposit a demand draft drawn on a Scheduled Bank, having branch in Duliajan and payable at Duliajan or through modern RTGS and other facilities adopted by the on line banking system for equivalent amount towards the sale price of 70 MT per day in advance & obtain the Money Receipt from the Accounts Department of the Company. The payment made & actual quantity uplifted will be reconciled on a fortnightly basis and the differential amount for the first fortnight will be adjusted with the deposit made on the 16th day of the month and the differential amount for the second fortnight of the month will be adjusted with the deposit made on the first day of the next month.

However, Purchaser shall be allowed to lift the materials only on confirmation of receipt of money in Company's account.

13.3 The Money Receipt / clearance obtained from Accounts Department is to be submitted to Head of LPG department by the Purchaser for preparation of invoice and necessary clearance before sending the tanker / bowser for collection of Condensate from LPG Despatch Terminal or any other loading point.

13.4 The Purchaser will regularly submit the requisite "Form C" to the Accounts Department as per the CST Act, 1956.

14.0 **PURCHASER'S OBLIGATIONS:**

14.1 The Purchaser confirms to comply with the following:-

a) Submission of a copy of the Explosive License issued by the Chief Controller of Explosives (CCOE) for storage of condensate valid as on date as well as during the period of Agreement.

b) Submission of a copy of Plant layout approved by CCOE

c) Submission of an undertaking (**as per Annexure-I**) that materials lifted from Company during the month shall be transported to Purchaser's plant in order to produce Finished goods and shall not be utilized at any place and for any other purpose whatsoever. Purchaser shall be solely responsible for any consequential damage if caused to the Company due to its mishandling misuse for some other purpose after taking delivery of the Condensate from Company.

d) Submission of an Indemnity Bond (**as per Annexure-II**) indemnifying Company to fully protect, indemnify and hold harmless against any and all Claims, demands, actions, suits, damages etc. once the tanker leaves Company's LPG Plant.

- e) Submission of an undertaking towards compliances of all the requirements in respect of informing various authorities, submission of returns as required, under the law or any administrative order and all such other obligations on the part of users of Condensate.
- f) Submission of the certified copy of the Insurance cover taken under 'Public Liability Insurance Act 1991' to cover the risk of materials in transit and Third Party Risk.
- g) Submission of Copy of Insurance coverage of Purchaser's building, plant & machineries and stock
- h) The Purchaser shall also be responsible for complying with the following statutory stipulations whereunder :
 - i) No person shall acquire, store and / or sell Condensate, without a license, issued by the State Government or District magistrate or any other Officer authorized by the Central or State Government.
 - ii) No person shall either use or help in any manner the use of Condensate except Motor Spirit, High Speed Diesel and / or any other fuel permitted by the Central Government , in any automobile.
 - iii) No person shall either adulterate or help in any manner adulterating of Motor Spirit and high Speed Diesel with Condensate
 - iv) Every person whoever is engaged in sale or trading of Condensate either imported or indigenous, for any purpose whatsoever, shall file end-use certificate from consumers to whom he sells and also furnish Customer-wise sales to the District Magistrate or the State Civil Supplies Authorities by whatever name called
 - v) Every person whoever is engaged in actual use of Condensate either imported or indigenous for manufacture of any petrochemicals or any other purpose shall file end-use certificates to the District Magistrate or the State Civil Supplies Authorities by whatever name called
- l) The Purchaser will extend all necessary co-operation and assistance in observing the prescribed procedures under the Central Excise Act & other applicable statues for clearing Condensate from the LPG Despatch Terminal or any other loading point of the Company and will sign all necessary documents as may be required for this purpose.

In addition to above, Purchaser shall have to abide by all Statutory / Administrative / Regulatory orders / guidelines in force from time to time during the currency of the agreement.

14.2 The Company will allow the Purchaser to uplift Condensate from its LPG Plant only after submission of duly attested copies of all the requisite documents, certificates and licences mentioned in the Agreement and after the same are scrutinized and accepted by the Company.

15.0 **END USER CERTIFICATE:**

End User Certificate is to be provided by the Purchaser from District Magistrate must be forwarded by the Purchaser on monthly basis, failing which delivery of Condensate to the Purchaser will be stopped.

16.0 COMPANY'S RIGHTS:

16.1 The Company reserves the right to inspect the Purchaser's Plant at any time during the currency of the Agreement and check all the documents in compliance of various rules and regulations applicable to sale and consumption of Condensate and to examine adherence to contractual terms & conditions for which the Purchaser will extend all co-operation to Company's authorized representatives

16.2 The Company reserves the right to cancel the Agreement at any time by giving immediate notice, in case it comes to knowledge of the Company of any violation by the Purchaser of any of the rules and regulations applicable or the Purchaser's non-compliance with any of the terms & conditions of the Agreement. The purchaser will be solely responsible for any consequences arising in respect thereof.

17.0 LIABILITY:

17.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, assignees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment /facilities and / or loss or damage to the property of the Purchaser and / or his contractors or sub-contractors or authorized agents irrespective of how such loss or damage is caused and even if caused by the negligence of the Company and / or its servant, agents, nominees, assignees, contractors, authorized agents and sub-contractors. The Purchaser shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

17.2 Neither the Company nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury to, illness or death of any employee of the Purchaser and / or his contractors or sub-contractors or authorized agents irrespective of how such injury, illness or death is caused and even if caused by the negligence of the Company and / or its servants, agents, nominees, assignees, contractors and sub-contractors. The Purchaser shall protect, defend, indemnify and hold harmless the Company from and against such liabilities and any suit, claim or expenses resulting there from.

17.3 The Purchaser hereby agrees to waive his right of recourse and further shall cause his underwriters to waive their right of subrogation against the Company and/ or his underwriters, Servants, Agents, Nominees, Assignees, Contractors and sub-contractors, for loss or damage to property of the Purchaser and / or his sub-contractor or his authorized agents when such loss or damage arises out of or in connection with the performance of this Agreement.

17.4 The Purchaser hereby agrees to waive his right of recourse and agrees to cause his underwriters to waive their right of subrogation against the Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Purchaser and of his contractors, sub-contractors, authorized agents and/or their employees when such injury, illness or death arises out of or in connection with the performance of this Agreement.

17.5 Except as otherwise provided, neither the Purchaser nor his servants, Agents, Nominees, Assignees, contractors or sub-contractors shall have any responsibility or liability whatsoever to whomsoever (including the owner) for loss of or damage to the property of the Company and / or its contractors or sub-contractors irrespective of how such loss or damage is caused and even caused by the negligence of the Purchaser /his servants, agents, nominees, and / or of the sub-contractors and/or his employees. The Company shall protect, defend, indemnify and hold harmless the Purchaser and his sub-contractors and his employees and crew from and against such loss or damage and any suit, claim or expense resulting therefrom.

17.6 Neither the Purchaser nor its servants, agents, nominees, assignees and contractors/sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury to, illness or death of any employee of the Company and / or its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of the Purchaser and/or his servants, agents, nominees, assignees, other contractors/sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Purchaser from and against such liabilities, any suit, claim or expense resulting therefrom.

17.7 The Company hereby agrees to waive their right of recourse and further shall cause his underwriters to waive their right of subrogation against the Purchaser and / or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to property of the Company and/or its contractors and sub-contractors when such loss or damage arises out or in connection with the performance of this Agreement.

17.8 The Company hereby agrees to waive its rights to recourse and agrees to cause its underwriters to waive their right of subrogation against the Purchaser or his underwriters for injury to, or illness or death of any employee of the Company and of its contractors and sub-contractors when such injury, illness or death arises out of or in connection with the performance of this Agreement.

18.0 **INDEMNITY AGREEMENT:**

18.1 The Purchaser agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands, and cause of action, liabilities, expenses, costs, liens and judgments of every kind and character, without limit, which may arise due to an

involvement of the Purchaser's facilities, employees, agents, contractors and sub-contractors or their employees on account of damage, bodily injury or death, damage to property as a result of the operations contemplated hereby, regardless or whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

18.2 The Company agrees to protect, defend, indemnify and hold Purchaser harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgments of every kind and character, without limit, which may arise due to an involvement of the Company's equipment, agents, contractors and sub-contractors or its employees on account of damage, bodily injury or death, damage to property as a result of the operations contemplated hereby regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

18.3 INDEMNITY APPLICATION:

The indemnities given hereinabove, whether given by the Company or the Purchaser shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or causes of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

18.4 INDEMNITY AGAINST ACCIDENTS:

The Company will not be responsible for any accident or damage to tank trucks carrying Condensate within and / or outside the Company's premises and the Purchaser shall fully indemnify and hold the Company harmless for any loss or damage so caused to by the Purchaser. The Purchaser shall also indemnify the Company against any legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from the use of Condensate lifted / purchased by any person and damage to any third party / property caused by any explosion while in transportation and / or in use.

The Purchaser further indemnifies and holds the Company harmless for any loss of life due to accident or for whatsoever reasons caused to its personnel.

19.0 TERMINATION:

19.1 Termination on expiry of the terms (Duration) :

The Agreement shall be deemed to have been automatically terminated on the expiry of duration of the Agreement or extension, if any, thereof, whichever is earlier.

19.2 Termination on account of insolvency :

In the event that the Purchaser at any time during the term of the Agreement, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is

adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the Purchaser's rights and privileges hereunder, shall stand terminated forthwith.

19.3 Termination for unsatisfactory performance :

The Company reserves the right to cancel the Agreement at any time during the currency of Agreement by giving immediate notice, in case it comes to Company's knowledge of any violation by Purchaser of any of the rules and regulations applicable or non-compliance with any of the terms & conditions of the agreement. Purchaser will be solely responsible for any consequences arising thereon.

19.4 Termination due to change of ownership & Assignment :

In case the Purchaser's rights and / or obligations under the Agreement and / or the Purchaser's rights, title and interest to the equipment / material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Agreement.

19.5 Either party to the Agreement shall have the liberty to terminate this Agreement by giving one month's notice to each other assigning reasons thereof.

20.0 FORCE MAJEURE:

20.1 Any non-performance or delay in performance by any Party hereto of any of its obligations under this Agreement, or in fulfilling any condition of any License or Lease granted to such party, or in meeting any requirement of any statute or any License, shall, except for the payment of monies due under this Agreement or under any law, be excused if, and to the extent that, such non-performance or delay in performance under this Agreement is caused by Force Majeure as defined in this Article.

20.2 For the purpose of this Agreement, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance.

Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomena or calamities, earthquakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, riots, strikes, insurrection and civil disturbances but shall not include the unavailability of funds.

20.3 Where a Party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than 24 (twenty four) hours after the occurrence of the event of Force Majeure, notify the other Party in writing giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons for its suspension.

20.4 A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract. The Party affected shall promptly notify the other Party as soon as the Force Majeure event has been removed and no longer prevents it from complying with the obligations which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.

20.5 The Party asserting the claim of Force majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Article and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure.

20.6 Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such cause lasts.

20.7 Notwithstanding anything contained herein above, if an event of Force Majeure occurs and is likely to continue for a period in excess of thirty days, the Parties shall meet to discuss the consequences of the Force Majeure and the course of action to be taken to mitigate the effects thereof or to be adopted in circumstances.

21.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

21.1 The parties shall make every effort to settle amicably any dispute arising under the Agreement.

21.2 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the Agreement 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.

21.3 The venue of Arbitration shall be at **Duliajan, Assam**

22.0 **APPLICABLE LAWS:**

22.1 The Agreement shall be deemed to be an agreement made under, governed by and constructed in accordance with the laws of India. No Party shall do commit, adopt or participate in any act prohibited under the laws of India, in performance of the Agreement.

22.2 The Purchaser shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and the Purchaser shall obtain necessary permits / licences etc. from appropriate authorities for successfully conducting operations under the Agreement:

- (a) Mines Act - as applicable to safety and employment conditions.
- (b) Oil Mines Regulations.
- (c) Workmen's Compensation Act.

- (d) The Acts/measures prescribed in IAGC standards, especially in regard to Safety and environment.
- e) Environment protection and pollution control laws.
- f) The Explosives Act, 1984 and the Explosives Rules, 1983.

23.0 AMENDMENTS;

23.1 Amendments to any terms and conditions of this agreement, if any, can be carried out only through an "Amendment to Agreement "duly signed by the authorized representative of the Company and the Purchaser

24.0 NOTICES:

24.1 Any notice given by one party to other, pursuant to the Agreement shall be sent in writing or by Fax and confirmed in writing to the applicable address specified below :

COMPANY

Head – Materials,
Oil India Limited,
Duliajan – 786602,
Assam, India
Fax No. 0374-2800533

PURCHASER

M/S

25.0 IMPORTANT NOTES :

25.1 Present quantity of Condensate available for sale from LPG plant is approx. 2200MT per month. In the event, the approved plant capacity of the highest technically acceptable bidder (H1) is less than 2200MT per month, OIL INDIA LTD. reserves the right to ask the next highest technically acceptable bidders to match their offered price with the highest technically acceptable bidder(H1)'s offered price and will award the Contract to H1 bidder as well as the next highest bidders as per their plant capacity at (H1)'s quoted price.

25.2 OIL INDIA LTD. reserves the right to ask the successful bidder(s) to install GPS based Vehicle Tracking System (VTS) in their tankers/ bowsers to be engaged for carrying the condensate from OIL LPG plant to their plant. The successful bidder(s) should provide the authority to OIL to monitor the movement of the vehicle with necessary hardware / software and password. The cost for providing the VTS facility, if any, should be shown separately and should not be clubbed with price condensate.

25.3 In the event of receipt of only a single offer against the tender within B.C date, OIL reserves the right to extend the B.C date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C date, shall not be permitted to revise their quotation.

SECTION - V**BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)**
TENDER FOR SALE OF CONDENSATE
RECOVERED FROM LPG PLANT AT DULIAJAN**A BID EVALUATION CRITERIA :**

The highest commercial offer of the technically qualified bidder will be accepted. The bids will be evaluated based on the offer received from the bidders as per format enclosed

B. BID REJECTION CRITERIA :

i) The bidders must submit copy of Registration Certificate issued by Department of Industries to process petroleum products like Naphtha/NGL/Condensate/Light Crude Oil in their plant and quantity of various products processed during the last three financial years.

ii) The bidders must have valid Explosive License issued by the Chief Controller of Explosives for Storage of Petroleum products.

iii) The bidder must submit a copy of valid Environmental Clearance Certificate issued by State Pollution Control Board for prevention and control of pollution in their plant.

iv) The bidder must give undertaking to have Explosive License for Transportation of Petroleum Products like Naphtha/NGL/Condensate/Light Crude Oil, etc. by tanker/ bowser which will be used for transportation the item.

v) The bidder must submit copies of TEC Assessment/ TEC Inspection/ TEC Recommendation/ Allotment letter from oil companies for Naphtha/NGL/ Condensate/ Light Crude Oil, etc. for the last three financial years and various value added products manufactured therein along with the name of parties to whom these products were sold as documentary evidence without which the bid will be considered as incomplete and rejects.

vi) The bidder must submit copies of State/Central Tax Registration Certificates.

vii) The bidder must submit Auditor/Chartered Accountant's Report of Bidder's Business from the plant for the last three financial years.

viii) Bidders must submit a copy of plant layout approved by Chief Controller of Explosives (CCO&E)

ix) Bidders must submit a copy of Solvent / Raffinate /Slop license from the District Magistrate

x) Bidders must submit a copy of insurance coverage of party's building, plant & machineries and stock

Note: Bidder's have to submit necessary documentary evidence as required under (i) to (x) above without which offer is liable for rejection. Moreover, bidder should produce original documents of the above for necessary verification during Technical Bid Opening.

- xi) The company has fixed a minimum basic price of Rs. 32,866.11 per MT (which is based on average downloaded Reuters price (PLATT's rate for 2nd fortnight of October, 2010). The basic quoted rate by bidder should not be less than this minimum basic rate.

The basic sale price of condensate shall vary (increase or decrease) in proportion to the change in the declared average quoted price (PLATE rate) for C5-C6 (naptha SGP) on fortnightly basis in comparison to the minimum basis price as indicated above. The basic price is exclusive of CESS under OIDB Act, NCCD, Educational Cess, Sales Tax and other Govt. Levies prevailing at the time of sale of the product which will be payable extra by the purchaser. Company reserves the right to reject any or all offers if it considers the quoted rates as not reasonable.

- xii) CESS under OIDB Act, NCCD, Educational Cess and Central SalesTax will be on bidders' account without which the offer will be considered as incomplete and rejected.

- xiii) The tender documents are not transferable. Only those offers will be accepted which are directly submitted by the bidders to who tender document has been issued. Unsolicited offers will be rejected outright.

- xiv) Conditional offers will be rejected outright.

- xv) The bidders must submit supporting documents for proper and appropriate use of this Condensate and must confirm it by indicating the processing methods in their plant without which the offer is liable for rejection. A copy of project report should be submitted along with the technical bid

- xvi) The Technical bid that includes any price details will be rejected.

END OF SECTION -V

PROFORMA – A**SALE OF CONDENSATE RECOVERED FROM LPG PLANT AT DULIAJAN****PRICE BID / PRICE SCHEDULE FORMAT**

Sl. No.	Item Description / Particulars	Unit	Rate per MT (In figures and words)
1.	BASIC RATE	M.T	
2.	CESS UNDER OIDB ACT	M.T	Rs. 2500.00 (Rupees two thousand Five hundred only) (Present rate which is likely to vary)
3.	NCCD	M.T	Rs. 50.00 (Rupees fifty only)
5.	Educational Cess (3% on CESS for mine product + NCCD)	M.T	Rs. 76.50 (Rupees Seventy Six and paise fifty only)
		Grand Total	

NOTE:

- i. Billing will be on fortnightly basis based on the methodology as above and taking the basis rate as the average rate up to the last day of previous fortnight. Based on the price calculated as above, payment has to be made in advance before lifting of condensate.
- ii. The basis price is exclusive of CESS under OIDB Act, NCCD, Educational Cess, Sales Tax and other Govt. Levies prevailing at the time of sale of the product.

CESS under OIDB Act, NCCD, Educational, Cess, Central Sales Tax and any other statutory / local levies will be borne by the purchaser and which shall be paid to the company along with the basic price of Condensate and Company will deposits the same with the concerned Govt. authorities.

- iii. VAT / Central Sales Tax shall be extra as applicable. The bidder has to submit Form "C" to the Company on a regular basis.
- iv. The Prevailing rates on CESS under OIDB Act, NCCD and Educational Cess are indicated in the price format (Proforma-A) of the bid document. However, any changes in these rates of introduction of new levies by the statutory authority during the contract period will be to the purchaser's accounts.

PROFORMA-B**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**
(UNCONDITIONAL)

To: M/s. OIL INDIA LIMITED,
For Head (Materials),
Duliajan, Assam, India,
Pin - 786 602.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with the security deposit in the form of a Bank Guarantee by a schedule bank as security deposit for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words) (_____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without demur or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease /relieve us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ i.e. three months after Contract completion

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Date..... Place _____

PROFORMA - C**CONTRACT / AGREEMENT FORM**

This Contract/agreement is made on _____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor), hereinafter called the "Purchaser" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part.

WHEREAS the Company desires to sale condensate recovered from its LPG Pant at Duliajan as detailed hereinafter and tenders were invited by the Company from bidders having requisite experience and statutory clearances vide Tender No. -----

WHEREAS, the purchaser vide its bid ----- represents that they have requisite clearances and resources and agrees to purchase Condensate recovered from Company's LPG Plant at Duliajan for their distillation unit at -----

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____ submitted by the Purchaser against Company's Tender No. _____.

WHEREAS Purchaser has accepted Company's Letter of Award vide their letter no. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract /agreement . However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Purchaser's bid and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorised solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) The General Terms & Terms of reference of Contract (as detailed in Section IV of the bid document)
 - (b) The Schedule of rates (as per Proforma –A of the bid document)
 - (c) Undertaking (as per Annexure –I of bid document)
 - (d) Indemnity agreement (as per Annexure –II of bid document)

IN WITNESS where of, the parties hereto set their hands and sealed as on the day and year first above written

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

For and on behalf of
Purchaser (M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2

2

PROFORMA-D**FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the purchase of Condensate from OIL's LPG Plant at Duliajan (hereinafter called "the Bid") against Oil India Limited, Duliajan (hereinafter called the Company)'s tender No.: _____. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws / modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of Contract in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Date: Place _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

PROFORMA-E

PROFORMA LETTER OF AUTHORITY

TO

OILINDIALIMITED

Sir,

Sub: OIL's Tender No. _____

We _____ confirm that Mr. _____
(Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement
on our behalf with you against Tender No. _____ for Sale of Condensate
from OIL's LPG Plant at Duliajan.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Signature: _____

Name & Designation: _____

For & on behalf of: _____

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by
a person competent and having the power of attorney (power of attorney shall be annexed) to
bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

AUTHORISATION LETTER FOR ATTENDING BID OPENING

To,

Head –Materials
Oil India Limited
Duliajan -786602: Assam

Sir,

Sub: OIL's Tender No. _____

For sale of condensate from OIL's LPG Plant at Duliajan

Mr. / Mrs. has been authorized to be present at the time of opening of the above Enquiry due on at Duliajan on my/ our behalf

Yours Faithfully,

Signature: _____

Name & Designation: _____

For & on behalf of: _____

..

Annexure-I**UNDERTAKING**

(To be typed on Non-judicial Stamp Paper duly attested by Notary Public. The value of NJ Stamp Paper shall be as per Stamp Act of the concerned State)

We, M/s. ----- do hereby undertake and assure that the Condensate hereinafter called "Product" lifted from LPG Plant of Oil India Limited (OIL), Duliajan, District Dibrugarh, Assam-786602 shall be transported to our premises and used there for the purpose of manufacturing finished goods.

We further affirm that we as a buyer/purchaser of the Condensate shall be solely responsible for any consequential damage if caused to OIL due to its mishandling / misuse for some other purpose other than the purpose mentioned above or due to change in chemical composition / concentration of the product after taking delivery of the same from OIL's LPG Plant. The buyer/purchaser shall neither use nor help in any other manner the use of the product in any automobile.

Authorised Signatory

(M/s.)

Sign and Seal

NAME :

PLACE:

DATE :

Annexure-II**INDEMNITY AGREEMENT**

(To be typed on Non-judicial Stamp Paper duly attested by Notary Public. The value of NJ Stamp Paper shall be as per Stamp Act of the concerned State).

The delivery of Condensate shall be in Licensed Tanker to be deployed by M/S _____ Once the Tanker leaves the LPG Plant of Oil India Limited, Duliajan, Assam, M/s. _____ shall be deemed to be in exclusive possession and control of the said Condensate and shall be fully liable and responsible for its arrangements appurtenance and properties.

Accordingly, M/s. _____ covenants and agrees to fully protect, indemnify and hold Oil India Limited, its employees and successors and assignees harmless against any and all claims, demands, actions, suits, proceedings and judgements and any and all liabilities, costs, expenses, damages or losses growing out of or resulting from or incidental to or in connection therewith which may be made or brought against Oil India Limited whether by M/s _____, its employees, agents or successors and assignees or by third parties on account of damages or injury to property or person or loss of life resulting from or arising out of the transportation, installation, presence, maintenance or operation of the unloading arrangements, appurtenances and properties of M/s. _____ or others relating to the possession and handling of any Condensate supplied and further defend Oil India Limited at M/s. _____'s sole expenses in any litigation involving Oil India Limited.

Authorized Signatory

(M/s. _____)

Sign and Seal

NAME:

PLACE:

DATE :