

M/s. \_\_\_\_\_ Tender No. : Hd.Mat/IP/RC/TENDER/106/P/2007  
\_\_\_\_\_ Tender Date : 29.01.07  
\_\_\_\_\_ Closing Date: 01.03.2007 at 13.00 Hrs.  
\_\_\_\_\_ Opening Date: 01.03.2007 at 13.00 Hrs.  
\_\_\_\_\_ Delivery : As per Note.  
\_\_\_\_\_ Tender Fee : 1,000/-  
\_\_\_\_\_ Bid Security: Rs. 90,000/-  
\_\_\_\_\_ Performance Guarantee : Applicable.

Sub : Enquiry for Annual Rate Contract - Common Salt (Non-edible commercial grade).

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-A for delivery as per above schedule at Duliajan as we intended to enter into RATE CONTRACT for a period of two years with a provision for extension by another one year under mutual consent.

14. Please send your Quotation in typed form in a sealed envelope superscribed with the above Enquiry No. Bid Closing Date & addressed to Head Materials, OIL INDIA LIMITED, Duliajan - 786 602, Assam, so as to reach before Bid Closing Date & Time as stipulated above. Any quotation received after the Bid Closing Time & Date will not be considered.
- 1.a Bidders are requested to submit their bids under single stage two bid system. The "UN-PRICED" and "PRICED" bids shall be prepared separately in triplicate and the same should be kept in two separate envelopes superscribing the Tender No., Brief Material Description and Bid Closing Date and clearly writing on the cover of the two envelopes as "UN-PRICES" and "PRICED". Both the envelopes should then be kept in one envelope duly sealed, superscribing the Tender No., Brief Material Description and Bid Closing Date on the cover. The Un-priced Bid should contain all the terms and conditions excepting the prices which should be kept blank. The Priced-Bid should contain the Price-Schedule only keeping all other terms and conditions unchanged.
- 1.b Price-Bid of only those bidders will be opened on a specified date whose offer is technically qualified.
- 1.c In case the bids inside the envelope superscribed as "Un-priced Bid" found to be containing price details, the bid will be rejected outright.
- 1.2 The bidder should enclose copy of valid license for dealing with salt issued by the Director of Food and Civil supplies Govt. of Assam as indicated in the Schedule I Part E of the Assam Trade Articles (Licensing & Control) Order 1982, Clause 3. The bid is liable to rejection if the same is not complying with above.
15. In the event of your inability to quote for the materials, please send us your 'regret' advice for our information / records.
16. 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.
4. Rate should be quoted as per unit specified by us on F.O.R. Duliajan basis. Detailed breakup as per Annexure - I should be furnished.
14. 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.

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15. The quantity indicated against each Item is only tentative requirement. For an order placed against Rate Contract will indicate the actual requirement.
16. Supply to be made through out the Contract period on "as and when required" basis within 7 (seven) days from the date of our supply order.
17. OIL will be at liberty to buy more or less quantity against each item within the overall value of contract.
18. Orders received or mailed prior to termination date of contract will be binding on you.
19. Payment will be made only after acceptance of materials at site.
20. For other terms and conditions, please refer our General Terms & conditions for Indigenous enquiry.
21. The successful bidder shall furnish the performance security for 3.33% of the order value in the form Bank Guarantee from of schedule Bank as per Annexure - IV.
13. A draft copy of contract format is enclosed herewith.

Yours faithfully,  
OIL INDIA LIMITED

( G. C. TAMULY )  
MANAGER MATERIALS (ID)  
FOR HEAD (MATERIALS)  
**FOR GROUP GENERAL MANAGER**

Ref. application No. \_\_\_\_\_

Dated \_\_\_\_\_

Issued by \_\_\_\_\_

Date of issue \_\_\_\_\_

**ANNEXURE - A**

**COMMON SALT** (Non-edible commercial grade) as per specifications given in Annexure below :

COMMON SALT (NON-EDIBLE COMMERCIAL GRADE) = Quantity 1200 MT

**SPECIFICATIONS** :

14. Physical State : The material should be in the form of white crystalline Solid free from foreign matter and other impurities.
15. Moisture Content measured at 140-150 deg C : 10% (maximum) by mass.
16. Purity as NaCl : 96% (minimum) by mass.
17. Insoluble matter : 1 % (maximum) by mass
18. Packing : The material should be packed in moisture proof good quality HDPE / gunny bags. Capacity of 50 Kg. net per bag. However, the quantity of salt supplied will be ascertained by weighing in Company's weighing bridge.
19. Marking : Each bag should have preferably clear and legible marking as given below :
  - (n) Name of the product.
  - (o) Date / Month / Year of manufacture.
  - (p) Supply order number against which supplies are made.
  - (q) Name of the supplier.

DESCRIPTION OF WORK/SUPPLY : COMMON SALT (Non-edible commercial grade).

**CONDITIONS OF CONTRACT**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2007 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 one year from \_\_\_\_\_ to \_\_\_\_\_ subject to satisfactory performance. The contract may be extended by the Company for further period of another one year beyond the initial one year period at the same terms and conditions with mutual consent.

14.0 **MATERIALS** :

The Contractor hereby undertakes to supply the Company's requirement of various items as mentioned in the enclosed Annexure-A during the period of the contract.

15.0 **RATES** :

xiv) F.O.R. Duliajan value L

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

16.0 **QUANTITY** :

The requirement of Common Salt against this contract is estimated to be in the tune of Rs. \_\_\_\_\_ lakh 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 is tentative figure and it may increase or decrease depending on actual requirement.

17.0 **PRICE ESCALATION** :

No price escalation will be entertained during the period of contract.

6.0 **DELIVERY** :

xiv) Terms of Delivery : F.O.R. Duliajan on to be delivered within a radius of 40 KM of Duliajan through Materials Deptt., Duliajan.

ii) Order(s) 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 Common salt as per descriptions mentioned therein within 7 days from the date of the order.

7.0 **LIQUIDATED DEMAGES CUM PENALTY :**

In the event of failure to execute any supply order within the stipulated delivery period indicated in the orders concerned in line with para 5.0 above, liquidated damage cum penalty 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 Head (Materials).

8.0 **PAYMENT TERMS :**

Payment will be released only after receipt and acceptance of materials at site.

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.

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

14.0 **OTHER TERMS AND CONDITIONS :**

10.1 The Company shall have powers to :

(n) Reduce the rates at which the payment shall be made if the quality of the supplies, although acceptable is not upto the required standard.

(o) Deduct from the Contractor's bill and/or otherwise release the amount of any loss suffered by the Company on account of wrong supply/non-supply/delayed supply against this contract.

(p) Procure supplies from other sources in the event of contractor's failure to supply within scheduled delivery date incorporated in the purchase orders. The excess expenditure, if any, incurred in procuring the spares from alternative sources would be recovered from the Contractor.

(q) Enter into parallel rate Contracts with other Contractors and to obtain additional supplies by ad hoc purchases from other sources.

14.2 The Contractor will be allowed to enter into the Industrial area to delivery the goods as per the timings below :

(a) Monday to Friday : Morning - 8.00 AM to 9.00 AM  
Afternoon - 12.30 PM to 2.00 PM

(b) Saturday : Morning - 8.00 AM to 9.00 AM

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 Contractor. The Contractor shall indemnify and hold the Company harmless against any and all such claims, demands, actions, suits, proceedings and judgements relating thereto which may be made or brought against the Company and defend the Company at Contractor's sole expenses in any litigation involving the same. For this purpose, Contractor shall comply with the provisions of workmen's Compensation Act, Fetal Accidents Act, Industrial Dispute Act or any other enactment for the time being in force.

12.0 **WARRANTY** :

The Contractor warrants that the Common Salt supplied will be as per OIL's specification, best quality and workmanship and free from any defect. Any supplies 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.

14.0 **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.

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16.0 **SETTLEMENT OF DISPUTES / ARBITRATION** :

All disputes of difference whatsoever arising between the parties out of or relating to the construction, meaning and operations 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 of arbitration shall be Duliajan.

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

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Signature of the Representative  
Of Company (Oil India Limited)

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Signature of Contractor  
(or his legal attorney)

-----  
( Full Name of signatory )

-----  
( Full Name of Signatory )

**Head (Materials)**

-----  
(Designation of Signatory)

-----  
(Seal of Contractor's Firm)

( Signature of Witness )

( Signature of Witness )

( Full Name of Witness )

( Full Name of Witness )

MANAGER MATERIALS (IP)

Address : OIL INDIA LIMITED  
DULIAJAN.

Address :