



V/CODE SUPPLIER'S, C/Code – 1076

1. V/CODE NO. 200128 M/S. BHARAT HARDWARE CO.,TINSUKIA
2. V/CODE NO. 202989 M/S. HINDUSTAN SANITARYWARE & INDUSTRIES, NEW DELHI
3. V/CODE NO. 203117 M/S. TIRUPATI INDUSTRIAL STORES,TINSUKIA
4. V/CODE NO. 203358 M/S. E I D PARRY (INDIA) LTD, KOLKATA
5. V/CODE NO. 203359 M/S CERA SANITARYWARE LIMITED,KOLKATA
6. V/CODE NO. 203360 M/S NEYCER INDIA LIMITED, CHENNAI
7. V/CODE NO. 203361 M/S NEYCER INDIA LIMITED, KOLKATA
8. V/CODE NO. 209621 M/S L.B. ENTERPRISE, DULIAJAN

Tender No. : HD (Mat) RC/IP/TENDER/223/14

Tender Date: 28.01.2015

Bid Closing Date: 26.03.2015 at 13.00 hrs.

Bid Opening Date: 26.03.2015 at 13.00 hrs.

Delivery: As and when required basis.

SUB : RATE CONTRACT FOR SUPPLY OF BATHROOM & SANITARY FITTINGS

- 1) OIL INDIA LIMITED invites you to submit your lowest firm price (both in figures as well as words to avoid ambiguity) for supply of **Bathroom & Sanitary Fittings** as specified in the enclosed Annexure-I for delivery as and when required basis at Duliajan.
We, therefore intend to enter into a rate contract for a period of 02 (two) years with a provision for extension by another 01 (one) year.
- 2) Please find herewith the list of materials (Annexure – I) which indicates the types of **Bathroom & Sanitary Fittings**.
- 3) Please send your Quotation in typed form in a sealed envelope superscribed with the above Tender No., Bid Closing Date & addressed to Head Materials, OIL INDIA LIMITED, Duliajan – 786 602, Assam, so as to reach before Bid Closing Date & Time as stipulated above. Any quotation received after the Bid Closing Time & Date will not be considered.
- 4) In the event of your inability to quote for the materials, please send us your 'regret' advice for our information / records.
- 5) Quotation must be in English and should be valid for our acceptance and placement of order for a minimum period of **75 days** from the Bid Closing Date. Offers without this minimum validity period will be rejected. In absence of any



ऑयल इंडिया लिमिटेड

(भारत सरकार का उद्यम)

Oil India Limited

(A Government of India Enterprise)

Duliajan: 786602
P.O. Dibrugarh, Assam
Phone: 0374-2800491
Fax: 0374- 2800533
E-mail: material@oilindia.in

categoric mention regarding validity of the quotation, it will be construed that the offer is valid for **75 days**.

- 6) 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.
- 7) Rate should be firm and quoted as per unit specified by us on F.O.R. Duliajan door delivery basis indicating the followings :
 - a. Rate as per the current price list (**current price list to be attached along with offer**).
 - b. Sales Tax.
 - c. Excise Duty.
 - d. Other charges, if any.
- 8) In the event of quotation not specifying above charges categorically, it would be construed that quoted rate is inclusive of above charges / levies and the offer would be evaluated accordingly.
- 9) Order will be placed as and when required basis.
- 10) Orders received or mailed prior to termination date of contract will be binding on you.
- 11) Payments will be made only after acceptance of materials at site.
- 12) **The successful bidder shall furnish the performance security for 10% of the estimated value of the contract.**
- 13) The prices at which, when suppliers once entered into a contract should remain firm during the currency of the contract.
- 14) Please also find herewith a copy of Draft Contract.
- 15) Please refer to our NOTES TO THE ENQUIRY given in Annexure – I for other terms and conditions.
- 16) Third party inspection is not required against this tender.

(S.MAJUMDER)
PURCHASE OFFICER (IP)
FOR HEAD MATERIALS
FOR RESIDENT CHIEF EXECUTIVE



SPECIMEN FORMAT FOR THE CONTRACT

CONTRACT NO. : HD (Mat)RC/IP/TENDER/223/14 28.01.2015

DESCRIPTION OF WORK/SUPPLY: SUPPLY OF BATHROOM & SANITARY FITTINGS.

CONDITION OF CONTRACT

MEMORANDUM OF AGREEMENT made this ____day of _____1988 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 Supplier") of the other part.

IT IS HEREBY AGREED AS FOLLOWS:

1.0 VALIDITY:

This contract is initially valid for a period of **02 (Two) 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 two years period at the same terms and conditions.

2.0 MATERIALS:

2.1 The Supplier hereby undertakes to supply the Company's requirement of bearings as per Annexure – I during the period of the contract.

2.2 QUANTITY:

2.2.1 The estimated quantity of the various items are given in the Annexure – I. However, the quantities are tentative and may either increase or decrease depending on actual requirement to which the supplier agrees.

2.2.2 The requirement of various items against this contract is estimated to be in the tune of Rs. _____ during the contract period. The Supplier 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.

3.0 RATES:

The rates for each item under this contract is given in Annexure – I. The rates are inclusive of third party inspection charges, Sales Tax etc. for delivery in Materials Department at Duliajan.



4.0 **PRICE ESCALATION:**

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

5.0 **DELIVERY:**

i) **Terms & Mode of Delivery:** Items will be supplied on F.O.R. Duliajan Door Delivery basis.

ii) **Delivery Time:** The Bathroom & Sanitary Fittings are to be delivered within 45 days against our formal orders to be placed against this contract.

6.0 **LIQUIDATED DAMAGES 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 at the rate of ½ % per week or part thereof subject to maximum of 7.5% of the value of goods in respect of which default in delivery takes place, will be levied and recovered by the Company from the bills/other pending bills of the Supplier. The default may also lead to cancellation of the contract which will be solely at the discretion of the Company.

7.0 **PAYMENT TERMS:**

100% payment will be made only after receipt and acceptance of materials at Duliajan.

8.0 **PERFORMANCE SECURITY:**

The successful bidder shall furnish the performance security for 10% of the total value of the contract.

8.0 **STATUTORY RULES AND REGULATIONS:**

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

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

10.0 **OTHER TERMS AND CONDITIONS:**

10.1 The Company shall have powers to:

- (a) Reduce the rates at which the payment shall be made if the quality of the supplies, although acceptable, is not upto the required standard.
- (b) Deduct from the Supplier's bill and /or otherwise realise the amount of any loss suffered by the Company on account of wrong supply/non-supply / belated supply against contract.



(c) Procure supplies from other sources in the event of Supplier's failure to supply within scheduled delivery date incorporated in the delivery advice. The excess expenditure, if any, incurred in procuring the goods from alternative sources would be recovered from the Supplier.

(d) Enter into parallel rate Contract with other Suppliers and to obtain additional supplies by ad hoc purchases from other sources.

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

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

11.0 INDEMNITY:

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

12.0 WARRANTY:

The Supplier warrants that the materials supplied will be genuine materials and will be of recent make, best quality and workmanship and free from any defect. Any 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 Supplier.

13.0 TERMINATION OF CONTRACT:

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

14.0 FORCE MAJEURE:

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

14.2 The term "force majeure" as used herein shall mean act of God, Strikes, Lockouts or other Industrial disturbance, acts of the public enemy, wars whether declared or not,



blockades, insurrection, riots, landslides, lightning, earthquakes, fires, storms, floods, washout, Government regulations and other civil commotions and any other causes, whether of the kinds herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the contract by the said party impossible.

15.0 GOVERNING TERMS AND CONDITIONS:

Terms and conditions stipulated in offer of the Supplier, if any, but not mentioned in the contract will not be applicable.

16.0 SETTLEMENT OF DISPUTES / ARBITRATION:

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

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

Signature of the Representative
Of Company (Oil India Limited)

Signature of the Contractor
(Or his legal attorney)

(Full Name of signatory)

(Full Name of Signatory)

(Designation of signatory)

(Seal of Contractor's Firm)

(Signature of Witness)

(Signature of Witness)

(Full Name of Witness)

(Full Name of Witness)

Address: OIL INDIA LIMITED
DULIAJAN.

Address:

OIL INDIA LIMITED

(A Govt. of India Enterprise) Fax No. 91-0374-2800533
P.O. Duliajan-786602, Assam E-mail:material@oilindia.in

ANNEXURE-I**Tender No. : DIS6074L15/RC****Tender Date : 28.01.2015**

Item No./ Mat. Code	Material Description	Quantity	UOM
10 84020156	BATHROOM AND SANITARY FITTINGS WASH BASINS / SINKS Wash Hand Basins-Straight Type, White Glazed Earthenware/Vitreous China, W/Brackets Approx. Overall Size : Length - 22" & Width- 16" With Chrome Plated Waste Plug & Chain - One & Waste Male Outlet - One Make : Hindware/Parry/Nycer/Cera	450	NO
20 84020316	Sinks-Plain Edge Type, White Glazed, Earthenware, W/Brackets, Approx. Overall Sizes : Length - 24", Width- 18" & Depth - 8" with two Chrome Plated Taps - Type : Hot & Cold Wall Flange. With Chrome Plated Waste Plug & Chain- One & Waste Male Outlet - One. Make : Hindware/Parry/Nycer/Cera	300	NO
30 84020681	BATHROOM ACCESSORIES Towel Rail, W/2 Brackets Chrome Plated, Approx Overall Size : 30" long X 3/4" dia. Make : SONA/Essco	20	NO
40 84020919	SHOWER FITTINGS Shower Rose - Chrome Plated Approx. Overall Size : 3" O.D. Make : SONA/Essco	300	NO
50 84021228	CISTERNS PVC Cistern, 10 Ltrs capacity with pvc long bend. Size : 32.50 cm x 47.60 cm x 15.50 cm along with two L type brackets as provision to fix on the wall Conforming ISI mark IS 7237 Make - Hindware / Parryware	350	NO
60 84021239	PVC Cistern, 10 litres. capacity with PVC Short Bend. Size : 32.50 cm x 47.60 cm x 15.50 cm along with two L type brackets as provision to fix on the wall. Conforming ISI mark IS 7237 Make : Hindware/Parryware/CERA	100	NO
70 84021319	WATER CLOSETS - WHITE GLAZED EARTHENWARE/VITREOUS CHINA Water Closets - White Glazed Earthenware/ Vitreous China. Indian Type with "P" Trap for Floor Sinking (Squatting Pan), Size : 18" Make : Hindware/Parry/Nycer/Cera	350	NO
80	Water Closets - White Glazed Earthenware/Vitreous China.	80	NO

ANNEXURE-I

Tender No. : DIS6074L15/RC
Tender Date : 28.01.2015

Item No./ Mat. Code	Material Description	Quantity	UOM
84021365	Anglo Indian Type with "P" Trap and Hinged Seat. Make : Hindware/Parry/Nycer/Cera		
90 84021412	Water Closets - White Glazed Earthenware/ Vitreous China. European Type with "S" Trap & Hinged Seat. Make : Hindware/Parry/Nycer/Cera	100	NO
100 84021467	SPARES FOR WATER CLOSETS Water Closets Seat, Anglo-Indian-Hardwood/Plastic with Hinges & Buffersto ISS-2548 Make : Hindware/Parry/Nycer/Cera	200	NO
110 84021478	Water Closet Seat, European-Hardwood/Plastic, with Hinges & Buffersto ISS-2548 Make : Hindware/Parry/Nycer/Cera	250	NO

Standard Notes: (1) This tender is floated to enter into a rate oncontract for 02(two) years with a provision for extension by another one year.Details as per Annexure II.

(2)VALIDITY : Your offer must be valid for 75 days from the date of bid opening. Offer with inadequate validity will be rejected.

(3) The offer should be submitted in Duplicate.

(4) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

(5) In the event you authorize your dealer/stockist/channel partner to quote on your behalf, the dealer/stockist/channel partner while submitting bid should mention on the body of the envelope that they are submitting bid on your behalf.

In the event the dealer/stockist/channel partner do not mention the name of their OEM/principal on the body of the envelope, the offer shall be treated as unsolicited offer and will not be considered for opening.

The dealer/stockist/channel partner should take note of above while submitting bid on behalf of their OEM/principal.

(6) For order with F.O.R. Destination term, 100% payment against despatch documents will not be entertained. In this regards please refer payment terms in ANNEXURE-MM/TENDER/LP/01/06.

(7) To evaluate the inter-se ranking of the offers, Assam Entry Tax on purchase value will be loaded as per prevailing Government of Assam Guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their bids.

ANNEXURE-I

Tender No. : DIS6074L15/RC
Tender Date : 28.01.2015

- (8) Bidder must mention page no./nos. in every pages of their offer.
- (9) Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.
- (10) Bidder should clearly mention their name and address on the outside of the envelope containing their offer.
- (11) 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.