

ANNEXURE : II

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

The vendors must fulfill the following conditions:

- i) The party should have 03 (three) years' experience as on the Bid closing date for the same item.
- ii) The party should have received one order for at least 50% quantity in last 03 (three) years' (as on the Bid closing date) for the item from any reputed firm.
- iii) Annual turnover of the firm in any of the last 3 (three) financial years or current financial year should be more than Rs.15.40 lakhs.

NOTE:

- a. The applicant must meet the above qualifying criteria for which documentary evidence should be enclosed by the applicant with the application without which tender document shall not be issued.
- b. Relevant documents in support of experience, last order and annual turnover must be submitted along with the application.
- c. Application without complete supporting document will not be considered.

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Oil India Limited
(A Govt. Of India Enterprise)

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

M/s. _____

Tender No : HD/MAT/RC/IP/Tender/222/14

Tender Date : 06/12/2014

Closing Date : 08/01/2015

Opening Date : 08/01/2015

Delivery : Duliajan

Sub : Enquiry for Annual Rate Contract

OIL INDIA LIMITED invites you to submit your lowest firm price (both in figure as well as words to avoid ambiguity) for supply of materials as specified in the enclosed Annexure-A for delivery on as and when required basis at Duliajan as we intend to enter into RATE CONTRACT for a period of ONE years with a provision for extension by another one year under mutual consent.

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 – 786602, 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.

In the event of your inability to quote for the materials, please send us your 'regret' advice for our information / records.

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.

Rate should be quoted as per unit specified by us in enclosed Annexure – A on F.OP.R. Duliajan basis. Detailed breakup as per Annexure – II should be furnished.

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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.

The quantity indicated against the item is only tentative requirement. Formal order placed against Rate Contract will indicate the actual requirement.

Supply to be made through out the year on “as and when required” basis within 7(seven) days from the date of receipt of our advise for supply of Firewood.

OIL will be at liberty to buy more or less quantity against the item within the overall value of contract.

The company reserves the right to allot the works amongst more than one bidder subject to matching the rate with L1 bidder in totality in ratio 60:40 between L1 & L2 bidder.

Orders received or mailed prior to termination date of contract will be binding on you.

Payment will be made only after acceptance of materials at site.

For other terms and conditions, please refer our General Terms and Conditions for Indigenous Tender (Annexure – MM/TENDER/LP/01/06).

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A copy of sample contract format is enclosed herewith for your perusal.

**Yours faithfully,
OIL INDIA LIMITED**

**(N. PHUKAN)
MANAGER MATERIALS(ID)
FOR – HEAD MATERIALS
FOR EXECUTIVE DIRECTOR (SS & SB)**

| Srl. No. | Vendor Code | Vendor Name |
|-----------------|--------------------|-----------------------------------------------------------------------------------------------------------------|
| 1. | 200164 | M/s. Bijay Saw Mill P.O. Moranhat Dist. Sibsagar Pin : 785669 |
| 2. | 200416 | M/s. Manka Industries Station Road Daily Bazar Duliajan PIN : 786602 |
| 3. | 200446 | M/s. Dambaru Saw Mill P.O. Naharkatia Dist. Dibrugarh PIN : 786001 |
| 4. | 200450 | M/s. Naginimora Wood Craft Pvt. Ltd. Naginimora, Mon (Nagaland) H.O. P.O. Moranhat - 785670 |
| 5. | 201508 | M/s. Duliajan Wood Products. Station Road P.O. Duliajan PIN : 786602 |
| 6 | 200168 | M/s. Dutta Wood Products BOC Gate P.O. Duliajan PIN : 786602 |
| 7. | 203046 | M/s. B.B. Enterprise C/o Bhabesh Bhuyan P.O. Kathalguri Vill. Mohmari No. 2 PIN : 786602 |
| 8. | 205995 | M/s. J.B. Enterprise 16 No. TRinali P.O. Duliajan Dist. Dibrugarh PIN : 786602 |

ANNEXURE – A

TENDER NO. HD. MAT/RC/IP/TENDER/129/2009

DATE : 16/01/2009

| DESCRIPTION | QUANTITY |
|----------------------------------------------------------------------------------------------------|----------------------------------|
| FIREWOOD FOR CREMATION MINIMUM LENGTH : 4 FT Free from Bakley (Bard & moisture) | 400 MT (For one year) |

ANNEXURE – II



P.O. DULIAJAN -786 602
DIST. DIBRUGARH
ASSAM, INDIA
PH: 0374 280 8719
FAX: 0374-2800533/2800522
EMAIL: tuhin_roy@oilindia.in

RATE CONTRACT FOR SUPPLY OF FIREWOOD FOR CREMATION

MEMORANDUM OF AGREEMENT made this day of 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

IT IS HEREBY AGREED AS FOLLOWS:

1.0 VALIDITY :

This contract is initially valid for a period of 2 (two) years from to the contract may be extended by the company for a further period of another one year at the same rates, terms and conditions with mutual consent and subject to satisfactory performance of the contractor.

2.0 MATERIALS :

The contractor hereby undertakes to supply the Company's requirement of APPROXIMATELY 800 MT of Firewood of minimum 4 (Four) feet length and free from bark and moisture, during the period of the Contract.

3.0 RATES :

The rate will be per Kg. (.....) inclusive of all charges for delivery at company's cremation ground at (Tipling) Duliajan. Tax is not applicable at present. However, if any taxes are levied by the government during the period of the Contract, the same will be to the Contractor's account.

4.0 PRICE ESCALATION :

The rates entered will be held firm during the entire period of the Contract and no request for price increase on any account whatsoever will be entertained the company.

5.0 DELIVERY :

5.1 Terms of delivery will be F-O-R Destination. However, before delivery at site, the materials will be weighed at our weigh bridge at Materials Department. The contractor should be liaise with ER department and Materials Department of the Company before delivery.

5.2 During the validity of the Contract, the Contractor shall supply firewood against Company's delivery advice which will be ISSUED BY THE Company from time to time, depending on the actual requirement. The contractor shall effect the delivery of ordered quantity within 7 (seven) days from the date of receipt of such delivery advice unless specified otherwise. Before supplying to the Company the firewood should be adequately dried out.

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6 LIQUIDATED DAMAGES CUM PENALTY :

In the event of failure to execute any supply order within the stipulated delivery period indicated in the delivery advices concerned in line with para 5.0 above, liquidated damage cum penalty at the rate of ½ % per week or part thereof subject to maximum of 7.5% of the value of goods in respect of which default in delivery takes place, will be levied and recovered by the Company from the bills/other pending bills of the contractor.

6.1 The firewood being a vital and sensitive item required by OIL for cremation purpose, the default in timely delivery of the item may lead to cancellation of the contract / penal action which be solely at the discretion of the Company.

7.0 PAYMENT TERMS;

Payment shall be release against receipt and acceptance of supply within 30 days from the date of acceptance of supply. The company shall pay the Contractor only for acceptable supplies.

Bills against the individual delivery advice which will be issued under this Contract should be submitted in triplicate to General Manager (Finance & Accounts), Oil India Limited, Duliajan. Payment will be released against each bill for supply of at least 10 (ten) MT of firewood.

The bills must bear reference of individual delivery advice and Contract Number.

8.0 STATUTORY RULES AND REGULATIONS :

8.1 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. The contractor shall arrange necessary transit pass. Etc. wherever applicable/necessary.

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

9.0 OTHER TERMS AND CONDITIONS ;

9.1 The Company shall have powers to:

- a) Order the contractor to immediately remove and replace at his own cost any supplies that may be rejected and /or considered unsuitable for use by the company. The contractor will arrange replacement within maximum of 7 days.
- b) Deduct from the Contractor's bill and/or otherwise realize the amount of any loss suffered by the Company on account of wrong supply / non-supply/ belated supply against this contract.
- c) Procure supplies from other sources in the event of contractor's failure to supply within scheduled delivery date incorporated in the delivery advices. The excess expenditure, if any, incurred in procuring the material from alternative sources would be recovered from the contractor.

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- d) Enter into parallel rate Contracts with other Contractors and to obtain additional supplies by ad hoc purchases from other sources.
- e) Arrange collection of goods due to urgency from Contractor's godown in which case road freight as incurred will be deducted from contractor's bill(S).

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

- a) Morning : Monday to Saturday - 8.00 am to 9.00 am
- b) Afternoon : Saturday - 12.30 am to 2.00 pm

10.0 INDEMNITY :

The Contractor shall be solely responsible and liable for any and all losses/damages or injury to persons or property, whether or not such persons are employed by or such property is owned by the Company arising out of negligence, willful act or defamation on the part of the Supplier. The Supplier shall indemnify and hold the Company harmless against any and all such claims, demands, actions, suits, proceedings and judgments 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.

11. 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.

12.0 FORCE MAJEURE :

12.1 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.

12.2 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.

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13.0 SETTLEMENT OF DISPUTES / ARBITRATION :

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

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

**Signature of the Representative
Of Company (Oil India Limited)**

**Signature of Contractor
(or his legal attorney)**

(Full Name of signatory)
)

(Full Name of Signatory

(Designation of Signatory)

(Seal of Contractor's Firm)

(Signature of Witness)

(Signature of Witness)

(Full Name of Witness)

(Full Name of Witness)

Sr. Purchase Officer (ID)

Address : OIL INDIA LIMITED
DULIAJAN.

Address :