



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुलियाज, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Duliajan, Assam

KG Basin Project
#Door No.11-4-7,
Nookalamma Temple Street,
RamaraoPeta,
KAKINADA-533004 A.P.
Phone (O) 0884-2302176
FAX: 91-884-2352383
Email: kgbasin@oilindia.in

FORWARDING LETTER

To,

Tender No. & Date	ECP4637L18 DT 08.05.2017
Bid Closing Date and time	02.06.2017 ;15.00 HRS;IST
Bid Opening Date and time	02.06.2017 ;15.00 HRS;IST

Dear Sir/Madam,

Subject: OIL's Tender No. ECP4637L18 for transportation of Explosives (Shape charges) and detonators/Ignitors of imported origin by road To and Fro from Duliajan/Jorajan (Assam) to Singampally (Near Kakinada); Dist: East Godavari; Andhra Pradesh.

Oil India Limited (OIL) intends to enter into contract for the subject service as detailed below and invites your offer under single Stage Composite Bid System for the same.

1.0 Scope of Work: The explosives are to be loaded, transported and unloaded with armed security guards to and fro from Duliajan/Jorajan (Assam) to Singampally(Near Kakinada);Dist: East Godavari; Andhra Pradesh. The consignment (Shaped charges – 35 kg and Detonators- 5kg) is expected to dispatch from Duliajan/Jorajan (Assam) in July/August 2017 and back to Duliajan/Jorajan (Assam) in June/July 2018 (if required).The instant tender is for carriage of this cargo by road.

Both explosives and Detonators/Ignitors are to be carried separately with armed security guards in different carrying vans. Under no circumstance the Explosives and Detonators to be carried in same carrying van.

Loading and Unloading facility will be provided by the Contractor at Source and Destination with armed security guards.

2.0 Duration of the contract is for 12 months.

3.0 Mobilisation Period : Within **1 week** from date of issue of Mobilisation Notice

4.0 SAFE DELIVERY/PAYMENT: Payment shall be made on completion of transportation and delivery of explosives at destination & as per actual work carried out.

5.0 SUBMISSION OF BID:

5.1 Offers should be sent in a sealed envelope. The offer should be submitted as per format given in Annexure-I (Price Bid Proforma) in bidder's own original letter head duly signed by authorised signatory and stamped. The offer should be put in a sealed envelope bearing the following details on the left hand top corner:

- a) Oil India Ltd.'s Tender No.
- b) Bid closing date
- c) Brief Description of Service
- d) Bidder's Name, official address with Phone Nos. & Email address.

The Terms and Conditions of Contract to be entered into with successful bidder alongwith Draft Contract Form are enclosed herewith. Bidders are requested to confirm their acceptance to the same in their Offer.

5.2 Bidders, in their own interest, are advised to drop their offers personally in the Tender Box at the office of "**Executive Director (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh**". Alternatively, they may send their offers through Registered Post/Courier services. OIL will not be responsible for any delay, wrong delivery or non-delivery of the offer.

5.3 Any offer not complying with the above submission procedure will be rejected.

5.4 Bids must be submitted in original. No offer should be sent by Telex/Cable/Fax/E-mail/telephone unless specifically asked for in writing. Bids not complying with above will be rejected.

6.0 DEADLINE FOR SUBMISSION OF BIDS:

6.1 Offers must be received at this office before the Bid Closing date & time mentioned in the Notice Inviting Tender (NIT).

6.2 Timely delivery of the offer at the above address is the responsibility of the bidder.

7.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:

7.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

- 7.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

8.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

9.0 RETURN OF LATE BIDS:

- 9.1 Bids received after Bid Closing Date & time will be treated as "Late Bids". In case of tenders where Bid Security has been called for, the late bids shall be returned to the bidders immediately. In all other cases, the late bids will be destroyed by OIL.

10.0 OPENING OF TENDERS:

- 10.1 Bidder or their authorized representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 10.2 In case of any unscheduled holiday/bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

11.0 PERIOD OF VALIDITY OF BIDS

- (i) Bids shall remain **valid for 60** days from the date of opening of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 60 days from Bid Opening Date.
- (ii) 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 through Fax or e-mail. A Bidder granting the request will neither be required nor permitted to modify their Bid.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 12.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.

- 12.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 12.3 No Bid can 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 Form. Withdrawal of a Bid during this interval shall result in debarred from participation in future tenders of OIL.

13.0 AWARD OF CONTRACT

13.1 AWARD CRITERIA: 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 lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

13.2 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: 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.

13.3 NOTIFICATION OF AWARD:

Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered/couriered letter) that its Bid has been accepted. The notification of award will constitute the formation of the Contract.

14.0 SIGNING OF CONTRACT:

- 14.1 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 Bid Documents, along with the Terms and Conditions of Contract, Scope of Work, Schedule of Rates etc. incorporating all agreements agreed between the two parties.
- 14.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

15.0 OIL now looks forward to your active participation in the Tender.

Yours faithfully,
OIL INDIA LIMITED

(A. Baruah)
Dy. Manager Materials
For Dy. General Manager (KGB&BEP)
For Executive Director (KGB&BEP)

Terms and Conditions of Contract

Description of service: *Transportation of Explosives (Shape charges) and Detonators/Ignitors to and fro from Duliajan/Jorajan (Assam) to Singampally (Near Kakinada); Dist: East Godavari; Andhra Pradesh.*

1.0 The contractor shall be the sole custodian of the consignments delivered to them and shall be held responsible for any act against law after handing over of consignment at Duliajan/Jorajan, Assam to till delivery of consignment at Singampally(Near Kakinada); Dist: East Godavari; Andhra Pradesh and vice versa. The contractor shall have to intimate respective Administrative Authority of the states en-route for carrying of explosives and obtain clearance required if any.

2.0 The Contractor shall take custody of all consignments offered by or on behalf of the Company for Transportation.

3.0 7 days notice will be given by the Company to the Contractor for placement of suitable vehicles at designated place. In case of Contractor's failure to adhere to this mobilisation schedule, Company may make alternative arrangements for transportation of the goods and any extra cost incurred by the Company in making such alternative arrangements shall be recovered from the Contractor.

4.0 The Contractor shall be solely responsible for any accident or death howsoever caused, to their servants and/or agents workmen and/or any other persons concerned during the carriage of the cargo on behalf of the Company and all damages and/or compensations payable for such accidents or death either under Workmen's Compensation Act, The Fatal Accident Act or any other enactment for the time being in force, shall be payable by the Contractor. In the event of such claim being satisfied by the Company, the Contractor shall reimburse the Company in full respect thereof.

5.0 For all the explosive cargo, as may be entrusted by or on behalf of the Company to the Contractor for carriage, the Contractor shall accept full responsibility and liability in accordance with the provisions of the Carriage by Road Act, 2007 / Explosives Act-1884 and Explosives rules 1983 as amended from time to time or any other applicable laws in force.

6.0 The above provisions shall not in any way affect or detract from the obligations of the Contractor under various clauses of this Contract.

7.0 Necessary license / Entry permit or any other permission from competent authority for transportation of the explosives shall be arranged by the Contractor. However, Assam Entry Permit and AP Way Bill will be arrange by OIL.

8.0 The Contractor shall be responsible for any loss whatsoever caused

including loss suffered as a result of any criminal activities by their servants and/or agents and/or by any other person.

9.0 The Contractor shall also be solely responsible for the payment of the salaries or wages of their employees, servants and/or agents or workmen and in the event of such salaries or wages being paid by the Company, the Contractor shall reimburse such amount to the Company.

10.0 The Company shall not be responsible for any damage caused to the Contractor's vehicle/equipment, for any other reasons whilst on service to the Company.

11.0 The Contractor shall be responsible for repairing or making good the loss or any damage done by their vehicles etc. to Company's properties or properties belonging to others in course of handling of Company's materials.

12.0 DELIVERY OF CONSIGNMENT AT DESTINATION:

i) The Contractor shall ensure prompt delivery of all the consignments at the advised destinations in a most expeditious manner from the date of handing over of the consignment by the Company. In any case, the consignment must be delivered at the destination within maximum **21 days** from the date of handing over.

ii) In case of any default in maintaining the above delivery period, the Company reserves the right to impose a liquidated damage cum penalty @ 0.5% per week or part thereof on the estimated Contract price subject to a maximum of 7.5%.

iii) No transshipment will be allowed except in case of accident/breakdown of the vehicles.

iv) The vehicles will be permitted to enter the Company's areas for loading/unloading at Duliajan/Jorajan (Assam) within the following timing only:-

On Monday to Friday – 7.00 AM to 1.00 PM

On Saturday - 7.00 AM to 8.00 AM

Sunday and Holiday - Not permitted

No vehicles will be allowed to enter the Company area at Duliajan/Jorajan (Assam) after the above timings and also on Sundays and Holidays, and in such cases, the Company shall not be liable for any extra payment to the Contractor by way of detention charges or otherwise. The Company, may however, in such cases, in its sole discretion, relax the above conditions in specific cases only. Further, if the vehicle reports at Duliajan after 1.00 PM (from Monday to Friday) and after 11.00 AM on Saturday, the detention will be considered from the next working day morning (7.00 AM). Holidays declared by the Company will not be counted for the purpose of detention. For unscheduled bandh/holidays no detention charge will be payable.

13.0 TAXES :

Rates are inclusive of all taxes levied as per provision of Income Tax Act and any other enactment/rules on income derived/payment received under the Contract but excluding Service Tax which will be extra to OIL's account s applicable.

14.0 TRANSIT INSURANCE :

All goods moving within the India Union on account of the Company are covered under a Block (Annual Open) Insurance Policy taken by the Company. This insurance is for the exclusive benefit of the Company and shall accrue to the benefit of the Contractor. The Company will arrange for transit insurance for the goods. The Contractor shall be responsible to issue certificate of facts pertaining to loss assessed by the surveyors/competent authorities of the Company within 7 (seven) days from the date of provisional claim forwarded to the Contractor for the purpose of lodging final claim on Insurance Company or any other party.

15.0 BILLING / PAYMENTS :

The Contractor shall submit his bills in triplicate to the Company, giving the complete reference of description of the offered services, quantity, endorsed transit permit and enclosing therewith original receipted challans /invoices etc. along with acknowledgement of the respective consignee. 100% payment will be made by the Company within 30 (thirty) days of receipt of bills, if found in order. Necessary tax deduction at source (from Contractor's bill) will be made from the respective bills as per prevailing laws /acts of the Government.

16.0 CLAIMS :

- (i) All consignments intended for carriage will be packed according to the normal commercial standards and such packing shall be accepted by the Contractor as adequate for the purpose of this contract and no claim shall be disputed by the Contractor on the grounds of inadequate packing.
- (ii) All claims raised by the Company on the Contractor, for which the Contractor is legally liable and shall be settled by the Contractor within a maximum period of 1 (one) month from the date of claim.
- (iii) The Company shall be entitled to set off any of its dues/claims on the Contractor for any amount that may become payable to the Contractor.
- (iv) The number of packages/bundles/pieces/weight dispatched shall be clearly indicated in the relevant consignment notes and physical delivery shall be affected at the destination by counting/weighing the entire materials. The Contractor shall be responsible to make good any shortage/damage reported by the destination authorities.

17.0 FORCE MAJEURE:

Force Majeure (Exemption) clause of the International Chamber of Commerce (ICC Publication No. 421) will be applicable.

18.0 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 of breach thereof shall be settled by arbitration in accordance with the rules of Indian Arbitration and Conciliation (Amendment) Act, 2015. The venue of arbitration will be Kakinada, Andhra Pradesh. The award made in pursuance thereof shall be binding on both the parties.

19.0 SUBCONTRACTING:

The Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this Contract, except with the Company's prior written consent.

20.0 ADDITIONAL TERMS AND CONDITIONS

- (i) The Contract may be modified by any additional terms and conditions accepted in writing by both the parties.
- (ii) The Contractor shall abide by all the statutory provisions in vogue during the contractual period.

CONTRACT FORM

This 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 and Project Office at Nookalamma Temple Street, Kakinada, Andhra Pradesh 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 "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's Tender No. -----. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/Contract. 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 Bid Document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the Contract shall be authorized 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 Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
1. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the Terms & Conditions of Contract;
 - (b) Section-II indicating the Scope of work/ Terms of Reference/Technical Specifications;
 - (c) Section-III indicating the Schedule of Quantity and Rates for Payment.
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this Contract at ----- as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:
Status:

Name:
Status:

In presence of

In presence of

- 1.
- 2.

- 1.
- 2.

Schedule of Rates & Payment

Description of service: *Transportation of Explosives (Shape charges) and Detonators/Ignitors to and fro from Duliajan/ Jorajan (Assam) to Singampally (Near Kakinada); Dist: East Godavari; Andhra Pradesh*

Sl. No.	Description of Items	Unit	Qty	Rate in INR	Amount in INR
1	Transportation of Explosives (Shaped Charges), Qty= 35 kg from Duliajan/ Jorajan (Assam) to Singampally (Near Kakinada); Dist: East Godavari; Andhra Pradesh with armed escort including loading and unloading at origin and destination respectively.	Trip	1		
2	Transportation of Substance Explosive/Ignitors/Detonators Qty = 05 kg from Duliajan/ Jorajan (Assam) to Singampally (Near Kakinada); Dist: East Godavari; Andhra Pradesh with armed escort including loading and unloading at origin and destination respectively.	Trip	1		
3	Transportation of Explosives (Shaped Charges), Qty= 35 kg from Singampally (Near Kakinada); Dist: East Godavari; Andhra Pradesh to Duliajan/ Jorajan (Assam) with armed escort including loading and unloading at origin and destination respectively.	Trip	1		
4	Transportation of Substance Explosive/Ignitors/Detonators Qty= 05 kg from Singampally (Near Kakinada); Dist: East Godavari; Andhra Pradesh to Duliajan/ Jorajan (Assam) with armed escort including loading and unloading at origin and destination respectively.	Trip	1		
Total Contract price inclusive of all applicable Taxes, Duties Toll Charges, etc. but excluding Service Tax which is extra as applicable to OIL's account					

Note:

- (i) Please quote your lump sum charges for the trip comprising of loading, transport and unloading with armed escort/security and inclusive of all statutory taxes, duties but excluding service tax. Rates shall be inclusive of all toll charges.
- (ii) Security guards should be present during loading of explosives as well as during unloading.
- (iii) Contractor shall abide by all statutory requirements as per GOI's Explosive Act 1884/Notification 2008.
- (iv) Detention charges @Rs. 1,500.00 per van per day will be paid beyond the free time of 2 (two) working days for each operation of loading/unloading of any vehicle placed.
- (v) Bids shall be evaluated on Total Contract price basis inclusive of all applicable taxes and duties considering both the items together.
- (vi) Payment will be made after successful completion of transportation to Location as specified above. Whole responsibility of transporting the material to designated location will be of the contractor. In the event of non-receipt of material at location, no payment will be due.

The above Tender has been addressed to the following parties:

1. M/s. Albarin Explotech Pvt Ltd ; Guwahati
2. M/s RL Poddar, Narangi ; Guwahati
3. M/s Jamuna Das, Trail Road;Ranchi
4. M/s Assam Mineral Dev Corp Ltd;Guwahati
5. M/s Paman Das & Company;Ranchi.

Interested Parties Other than the above, having relevant experience, expertise and valid statutory permission to carry out the mentioned services may also apply for issue of Tender documents. Such application must reach us on or before **22.05.2017** at our e-mail id: KGBasin@oilindia.in/abhishek_baruah@oilindia.in. The application must be complete in all respects and the same should accompany all the requisite documents as indicated in the Tender, failing which the application will be considered as rejected: