

OIL INDIA LIMITED

(A Government of India Enterprise)
P.O. Duliajan-786602, Assam, India

E-mail: material@oilindia.in

INVITATION FOR BID

Annexure - I

OIL INDIA LIMITED invites Local Competitive Bids (LCB) through its e-procurement portal <https://etender.srm.oilindia.in/irj/portal> for the following items:

E-Tender No. Closing/Opening Date	Item Description
SDI2662P17/P2 17.11.2016	Rate Contract for Supply of Firewood for Cremation, Qty: 400 MT
SSI2664P17/P1 17.11.2016	Ferric Alum, Qty-480 MT
SSI2687P17/P5 17.11.2016	M.S. Angles,Qty-20 MT and M.S. Plate, Qty-50 MT
SDI2695P17/P4 17.11.2016	Network Items- FO Cables, Patch Cord etc.

Tender fee (Non-refundable) amount; Period of sale of documents, Bid Closing/Opening date, the complete bid documents and details for purchasing bid documents, participation in e-tenders etc. are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website <http://www.oil-india.com/>

All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e- portal and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.



OIL INDIA LIMITED
(A Government of India Enterprises)
PO : Duliajan – 786602
Assam (India)

TELEPHONE NO: (91-374) 2808719

FAX NO: (91-374) 2800533

Email: shrutimala_hazarika@oilindia.in ; erp_mm@oilindia.in

FORWARDING LETTER

Tender No. : SDI2662P17 Dt. 05.10.2016

Tender Fee : Rs 1,000.00

Bid Security Amount : Applicable

Bidding Type : SINGLE STAGE COMPOSITE BID SYSTEM

Bid Closing on : As mentioned in the e-portal

Bid Opening on : -do-

Performance Security : Applicable

Integrity Pact : Not Applicable

OIL invites Bids for **to enter into a rate contract for a period of 01 (One) year for supply of 400 MT of Firewood For Cremation** through its e-Procurement site under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents

The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and details uploaded under Technical RFX.

The tender will be governed by:

- a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos = 0374-2807171 , 0374-2807192. Email id = erp_mm@oilindia.in.
- b) OIL's office timings are as below:

	Time (in IST)
Monday – Friday	07.00 AM to 11.00 AM; 12.30 PM to 03.30 PM
Saturday	07.00 AM to 11.00 AM
Sunday and Holidays	Closed

Vendors should contact OIL officials at above timings only.

c) **OIL Bank Details :**

	Bank Details of Beneficiary	
a	Bank Name	STAE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Banker Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No.	9435554859
j	Contact Person Name	Mr. K.L.K.Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	sbi.02053@sbi.co.in

- d) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- e) Technical specifications and Quantity as per **Annexure – IA**.
- f) The prescribed Bid Forms for submission of bids are available in the Technical RFx-> External Area - > Tender Documents.
- g) Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- h) 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 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).
- i) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area - > Tender Documents. The above filled up document to be uploaded in the **Technical RFX Response**.

Special Notes:

1.0 Technical and Financial Criteria:

In addition to the general BRC/BEC, following Technical and Financial criteria shall be considered as on the original Bid Closing Date. **(Documentary evidence to be provided along with the bid in Technical RFx -> External Area - > Tender Documents failing which the offer shall be rejected).**

Criteria	Complied / Not Complied. Documentary evidence submitted / not submitted
a) Bidder should have experience of successfully executing at least 1 (one) similar order Rs. 8.85 Lakh in preceding 5 (five) years.	
b) Annual Financial Turnover of the bidder during any of preceding 03 (three) financial / accounting years from the original bid closing date should be at least Rs. 8.85 Lakhs	
c) Net Worth of the firm should be Positive for preceding financial / Accounting year.	

Note -For (a): Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax, Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

Note -For (b) & (c): Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that ‘the balance sheet/Financial Statements for the financial year 2015/2016 has actually not been audited so far’.

Note: For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-II.

OR

ii) Audited Balance Sheet along with Profit & Loss account.”

2.0 Vendors having OIL's User ID & password may pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

Vendors who do not have OIL's User ID & password, may generate User ID & password online by the Vendor by using the link for supplier enlistment given in OIL's e-tender portal and then pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

Alternatively application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in the form of crossed "Payee Account only "Bank Draft/Bankers' Cheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders payable to the OIL is to be sent to DGM-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted only upto one week prior to the Bid closing date (or as amended in e-portal). The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ..." for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site www.oil-india.com.

NOTE:

In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they shall apply to DGM-Materials, Oil India Limited, P.O. Duliajan, Assam-786602 for waiver of Tender Fee upto one week prior to the Bid closing date (or as amended in e-portal).

3.0 The tender is invited under SINGLE STAGE- COMPOSITE BID SYSTEM. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

3.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> User - > Technical Bid only.

4.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **DGM- Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.

- a) Original Bid Security**
- b) Detailed Catalogue (if any)**
- c) Any other document required to be submitted in original as per tender requirement**

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in Duplicate.

5.0 Benefits to Micro & Small Enterprises (MSEs) as per OIL's Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details. MSE bidders are exempted from submission of Tender Fees

and Bid Security/Earnest Money provided they are registered for the items they intend to quote.

- 6.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 7.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 8.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 9.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.
- 10.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 11.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 12.0 If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the Bank Guarantee issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.

NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of NIT.

Yours Faithfully

Sd-

**(S HAZARIKA)
PURCHASE OFFICER (IP)
FOR DGM-MATERIALS**

Tender No & Date: SDI2662P17 Dt. 05.10.2016

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the “Bid Rejection Criteria” as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
1.0 BID REJECTION CRITERIA (BRC): The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. A) COMMERCIAL: i) Validity of the bid shall be minimum 90 days from the Bid Closing Date. ii) Bid security: The bid must be accompanied by Bid Security of Rs 35,400 in OIL's prescribed format as Bank Guarantee or a Cashier's cheque or Demand Draft in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. The Bank Guarantee towards Bid Security shall be valid for 6 months from Bid closing date. (i.e. upto <u>17.05.2017</u>). Cashier's cheque or Demand Draft shall be valid for minimum 90 days or as per RBI's guidelines, drawn on “Oil India Limited” and payable at Duliajan, Assam Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender. <u>If bid security in ORIGINAL of above mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.</u>	

For exemption for submission of Bid Security, please refer Clause No. 8.16 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.

iii) Bids are invited under “Single Stage Composite Bid System”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

iv) Performance Security:

The successful bidder shall submit Performance Security @ 10% of PO value within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in any one of the following forms :

(a) A Bank Guarantee in the prescribed OIL’s format valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement.

(b) A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI’s guidelines, drawn on “Oil India Limited” and payable at Duliajan, Assam.

The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.

The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

v) The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

vi) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii) All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3 with Organisation’s Name” digital certificate, will be rejected.

viii) Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.

ix). A bid shall be rejected straightway if it does not conform to any one of the following clauses:

(a) Validity of bid shorter than the validity indicated in the Tender.

(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.

(c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

(d) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.

(e) Materials to be delivered as & when required basis within 15 (Fifteen) days from the placement of order.

2.0 BID EVALUATION CRITERIA (BEC)

The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below.

A) TECHNICAL:

i) The bid will be evaluated as per NIT specifications.

B) COMMERCIAL:

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

ii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

iii) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.	
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NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of NIT.

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TECHNICAL SPECIFICATIONS WITH QUANTITY**Tender No & Date: SDI2662P17 Dt. 05.10.2016**

	Complied / Not Complied. (Remarks if any)
ITEM NO. 10: FIREWOOD FOR CREMATION, (QNTY. – 400 MT) FIREWOOD FOR CREMATION Firewood for cremation minimum length : 125 cm.(4 ft.) free from bakley (bark & moisture).	

SPECIAL NOTES:

- i) This tender is floated to enter into a rate contract for a period of 01(One) year with a provision of further 01 (One) year extension at the same terms & conditions.**
- ii) Order will be placed as and when required basis.**
- iii) Orders received on mailed prior to termination date of contract will be binding on you.**
- iv) Payment will be made only after receipt & acceptance of materials at site against individual delivery advice.**
- v) The prices at which, when suppliers once entered into a contract should remain firm during the period of contract.**
- vi) The specimen copy of the Rate Contract is enclosed herewith for your ready reference vide Annexure -IB**

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of NIT.



ANNEXURE - IB

SPECIMEN FORMAT FOR THE CONTRACT

CONTRACT NO. : DATE :

DESCRIPTION OF WORK/SUPPLY: SUPPLY OF 400 MT OF FIREWOOD FOR CREMATION.

CONDITION OF CONTRACT

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 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 **01 (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.

2.0 MATERIALS:

2.1 The Supplier hereby undertakes to supply the Company's requirement of Empty Cement Bags as per Annexure – IA during the period of the contract.

2.2 QUANTITY:

2.2.1 The estimated quantity of the various items are given in the Annexure – IA. 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:

- i. PRICE : Price will remain firm during the contract period.
- ii. Taxes : As applicable within the contractual delivery period at the time of supply which will be extra to company's account.



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 materials are to be delivered within 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 contractor undertakes to furnish a Performance Security in the form of a Bank Guarantee for Rs _____ in company's approved format within 30 days. The Bank Guarantee will form a part of the contract. The proceeds of the performance security shall be payable to the company as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

The Bank Guarantee should be valid upto _____. However, the validity of the Bank Guarantee should be extended in the event of extension of the Rate 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

Address:

Technical Bid Checklist**Annexure-EEE**

Tender No.			
Bidder's Name :			
		Compliance by Bidder	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Confirm that validity has been offered as per NIT.		
2	Confirm that Bid Security / Earnest Money has been submitted as per NIT (Wherever Applicable) ?		
3	Confirm that you shall submit Performance security (in the event of placement of order) (Wherever Applicable) ?		
4	Confirm that duly signed Integrity Pact has been submitted as per NIT (Wherever Applicable) ?		
5	Confirm that you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)		
6	Confirm that you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.		
7	Confirm that the bid has been signed using Class 3 digital certificate with Organisation's Name as per NIT.		
8	Confirm that you have not taken any exception/deviations to the NIT .		

NOTE: Please fill up the greyed cells only.

(*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of the purchase order cited above.

Response Sheet**Annexure-FFF**

Tender No.
Bidders Name

Bidders Response Sheet

Sl No.	Description	Remarks
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted prices	
3	Whether Insurance charges have been included in your quoted prices	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
6	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
8	Integrity Pact Submitted (if applicable)	
9	Whether you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)	
10	Whether you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.	
11	Delivery Period in weeks from placement of order	
12	Complied to Payment terms of NIT (if applicable) otherwise to Standard Payment Terms of OIL or not.	
13	If bidder is MSE whether you have quoted your own product	
14	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager	

NOTE: Please fill up the greyed cells only.

(*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETER HEAD)
(ALL FIELDS ARE MANDATORY)**

Tender No. :.....
Name of Beneficiary :M/s.....
Vendor Code :.....
Address :.....
.....
Phone No. (Land Line) :.....
Mobile No. :.....
E-mail address :.....
Bank Account No. (Minimum
Eleven Digit No.) :.....
Bank Name :.....
Branch :.....
Complete Address of your
Bank :.....

IFSC Code of your Bank
a) RTGS :.....
b) NEFT :.....
PAN :.....
VAT Registration No. :.....
CST Registration No. :.....
Service Tax Registration No. :.....
Provident Fund Registration :.....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Office Seal

.....
Signature of Vendor

Counter Signed by Banker:
Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.