



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

TELEPHONE NO: (91-374) 2808719

FAX NO: (91-374) 2800533

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

FORWARDING LETTER

Tender No. : SDI3475P20 DT: 03.01.2020

Tender Fee : NIL

Bid Security : Applicable

Bidding Type : SINGLE STAGE COMPOSITE BID SYSTEM

Bid Closing on : 06.02.2020 (11.00 HRS IST)

Bid Opening on : 06.02.2020 (14.00 HRS IST)

Performance Security : Applicable

Integrity Pact : Not Applicable

The complete bid documents and details for purchasing bid documents, participation in e-tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website <https://www.oil-india.com/>

NOTE: All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e-portal only. Bidders should regularly visit above website and e-portal to keep themselves updated.

OIL invites Bids for **RATE CONTRACT FOR 02 (TWO) YEARS FOR SUPPLY OF FIREWOOD FOR CREMATION GROUND – QTY = 800 MT** 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.

This Tender has been floated for participation of Indigenous bidders only. Hence, only Indigenous bidders are eligible to participate against this tender.

Consortiums/Joint venture entities are not eligible to participate against this tender.

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.

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 = **0374-2807178** , 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	STATE 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 – 1A**.
- 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 Attachment**. For details please refer “Vendor User Manual” / “NEW INSTRUCTIONS”

Special Notes:

1.0

- a) Bidders who do not have E-tender Login ID and Password should complete their online registration **at least seven (7) days prior to the scheduled bid closing date** and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) **MSE Units** (Manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are **exempted from payment of Bid Security (EMD)** irrespective of their monetary limit, product category and capacity mentioned in their registration, **subject to submission of valid MSE registration certificate issued by appropriate authority.**
- d) For availing benefits under Public Procurement Policy (**Purchase preference**), the interested MSE Bidders must ensure that they are the **manufacturers of the tendered item(s) and registered with the appropriate authority for the said item(s).** Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of **OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender**, seeking clarification/confirmation as to whether their MSE certificate is eligible for EMD exemption or not. **Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.**

NOTE:

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

2.0 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.

2.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> Technical Attachment only. **For details please refer "NEW INSTRUCTIONS" . Please refer Annex-BB for price schedule.**

3.0 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 **GM- 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.

4.0 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.

5.0 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.

6.0 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.

7.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

8.0 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.

9.0 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.

10.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

11.0 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.

12.0 Bidders are requested to refer to the enclosed **Annexure – BBB** for the Taxes and Duties clauses under GST regime.

13.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:

(i) the suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.

(ii) consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.

(iii) the names of OIL's current authorized transporters are:

a) M/s Western Carriers (India) Ltd.

Bidder's are requested to note the above delivery/collection instructions while submitting their offers.

14.0 While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria).**

15.0 Bidders should fill-up and submit alongwith their bid an **UNDERTAKING** towards **authenticity of information/documents** furnished by them, as per enclosed **ANNEXURE-K.**

16.0 The applicable GST on the Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.

17.0 For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

18.0 DISCLAIMER: Rates/Costs shown above are as calculated/quoted by the respective Bidder. Company does not assume any responsibility and shall not be liable for any calculation error or omissions. However, for placement of order/award of contract, Company shall evaluate the cost details to determine the inter-se-ranking of Bidders strictly as per their Price-Bids and Bid Evaluation Criteria of the Tender. OIL INDIA LTD accepts no liability of any nature resulting from mismatch of "Total Bid Value" & price submitted under "Notes & Attachment" by any bidder and no claim whatsoever shall be entertained thereof.

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “ **New Vendor Manual (effective 01.03.2019)** ” available in the login Page of the OIL’s E-tender Portal.



Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

© 2012 Oil India Limited. All rights reserved.

[Click for Terms of use](#), [Privacy Policy](#), [Refund Policy Docs](#)

Click here for the New

NOTE:

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

Yours Faithfully

**Sd-
(H UPADHAYA)
MM (IP)
FOR : GM-MATERIALS**

Tender No & Date: SDI3475P20 DT: 03.01.2020

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)
<p>1.0 BID REJECTION CRITERIA (BRC):</p> <p>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.</p> <p>A) TECHNICAL:</p> <p>1. Bidder should have the experience of successfully executing at least 1(one) Similar Order for Rs. 15.88 Lakhs in preceding 5 (five) years as on the original Bid Closing date.</p> <p style="text-align: center;">Or</p> <p>Bidder should have the experience of successfully executing atleast 01(one) similar order for supply of 400 MT of Firewood for cremation in preceding 5(five) years as on the original Bid Closing Date.</p> <p>"Similar Order" means Order / Rate Contract for supply of Firewood For Cremation Ground free from bark & moisture to any PSU / Central or State Government.</p> <p><u>Note:</u> Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Order / Contract along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders, such as –</p> <p>(i) Satisfactory Inspection Report (OR)</p> <p>(ii) Satisfactory Supply Completion / Installation Report (OR)</p> <p>(iii) Consignee Receipted Delivery Challans (OR)</p> <p>(iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of</p>	

Central Excise/VAT/GST (OR)

(v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

Note:

a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.

b) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.

B) FINANCIAL

a) 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 15.88 lakhs.**

b) Net Worth of the firm should be Positive for preceding financial / Accounting year. (FY=2018-2019)

Note -For (a) & (b): 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..... (As the case may be) has actually not been audited so far'.

Notes:

a) 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-J.

OR

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

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

C) 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.63,550.00** in OIL's prescribed format as Bank Guarantee in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing 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. **The Bank Guarantee towards Bid Security shall be valid for 6 months from Bid closing date. (i.e. 31.08.2020)**

Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.

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.

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 the following form :

A Bank Guarantee in the prescribed OIL’s format valid for 90 days beyond delivery period and applicable warranty/guarantee period (if any).

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.

However, PBG will be applicable only if value of Purchase Order exceeds Rs 5(five) lakhs.

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.

NOTE: FOR CLAUSE NOS. C(ii) & C(iv) OF BID SECURITY/EMD AND PBG

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:

**“The Bank Guarantee issuing Bank branch must ensure the following:
The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:**

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee

(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL.

Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.”

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. **The original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.**

A) TECHNICAL:

i) The bids will be evaluated strictly as per NIT specification, terms & conditions.

B) COMMERCIAL:

i) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before 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.

NOTE:

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

-----XXXX-----

TECHNICAL SPECIFICATIONS WITH QUANTITY**Tender No & Date: SDI3475P20 DT: 03.01.2020**

	Complied / Not Complied. (Remarks if any)
<u>ITEM NO.10</u> FIREWOOD FOR CREMATION, QTY: 800 MT Firewood for cremation minimum length : 125 cm.(4 ft.) free from bakley (bark & moisture)	

SPECIAL NOTES:

- 1) THIS TENDER IS FLOATED TO ENTER A RATE CONTRACT FOR A PERIOD OF 02(TWO) YEAR WITH A PROVISION OF FURTHER 01(ONE) YEAR EXTENSION AT THE SAME TERMS & CONDITIONS.
- 2) ORDER WILL BE PLACED ON AS AND WHEN REQUIRED BASIS.
- 3) ORDERS RECEIVED OR MAILED PRIOR TO TERMINATION DATE OF CONTRACT WILL BE BE BINDING ON YOU.
- 4) PAYMENT WILL BE MADE ONLY AFTER RECEIPT & ACCEPTANCE OF MATERIALS AT SITE AGAINST INDIVIDUAL DELIVERY ADVICE.
- 5) THE PRICES AT WHICH, WHEN SUPPLIERS ONCE ENTERED INTO A CONTRACT SHOULD REMAIN FIRM DURING THE PERIOD OF CONTRACT.
- 6) THE SPECIMEN COPY OF THE RATE CONTRACT IS ENCLOSED HERewith FOR YOUR READY REFERENCE VIDE ANNEXURE-IB.

DELIVERY: WITHIN 15 (FIFTEEN) DAYS FROM THE RECEIPT OF FORMAL ORDER, AS AND WHEN REQUIRED BASIS.

NOTE:

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

-----XXXX-----



RATE CONTRACT NO.-

DATE:

RATE CONTRACT FOR SUPPLY OF 800 MT 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 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 of the Supplier, the contract may be extended by the Company for further period of another one year beyond the initial one year period at the same rates, terms and conditions.

2.0 MATERIALS:

2.1 The Supplier hereby undertakes to supply the Company's requirement of 800 MT of Firewood for Cremation 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 Rs _____ inclusive of taxes and all charges for delivery at company's cremation ground at (Tipling) Duliajan. The prices are F.O.R Duliajan on Door Delivery basis.

4.1 QUANTITY:

The requirement of Firewood against this contract is estimated to be in the tune of Rs. _____ including all taxes 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. The quantity of 800 MT is tentative and it may either increase or decrease depending on actual requirement.

4.2 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:**

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 Supplier should liaise with ER department and Materials Department of the company before delivery.

5.2 During the validity of the contract, the Supplier 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 Supplier shall effect the delivery of ordered quantity within 15 (fifteen) 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.

6.0 **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 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;**

- i) Payment shall be released against receipt and acceptance of supply within 30 days from the date of acceptance of supply. The company shall pay the Supplier only for acceptable supplies.
- ii) 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 MT of Firewood.
- iii) The bills must bear reference of individual delivery advice and Contract Number.

8.0 **PERFORMANCE SECURITY :**

The Supplier 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 Supplier'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.

9.0 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. The Supplier shall arrange necessary transit pass etc. wherever applicable/necessary.

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) Order the Supplier 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 Supplier will arrange replacement within maximum 7 (seven) days.
- (b) Deduct from the Supplier'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 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.
- (e) Arrange collection of goods due to urgency from Supplier's godown in which case road freight as incurred will be deducted from Supplier's bill(s).

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 | : | Morning: 08.00 A.M TO 10.00 A.M |
| | | : | Afternoon: 12.30 P.M TO 02.00 P.M |
| b) | Saturday | : | Morning: 08.00 A.M TO 10.00 A.M |

11.0 INDEMNITY:



ऑयल इंडिया लिमिटेड

(भारत सरकार का उद्यम)

Oil India Limited

(A Government of India Enterprise)

Duliajan: 786602

P.O. Dibrugarh, Assam

Phone: 0374-2808719

Fax: 0374- 2800533

E-mail: material@oilindia.in

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 judgments relating thereto which may be made or brought against the Company and defend the Company at Supplier's sole expenses in any litigation involving the same. For this purpose, Supplier 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 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.

13.0 FORCE MAJEURE:

13.1 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 dispatch.

13.2 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:

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

15.0 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



ऑयल इंडिया लिमिटेड

(भारत सरकार का उद्यम)

Oil India Limited

(A Government of India Enterprise)

Duliajan: 786602

P.O. Dibrugarh, Assam

Phone: 0374-2808719

Fax: 0374- 2800533

E-mail: material@oilindia.in

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 Supplier
(Or his legal attorney)

DEBASISH THAKUR
(Full name of Signatory)

(Full name of Signatory)

DGMM(IP)
(Designation of Signatory)

(Seal of Supplier's Firm)

(Signature of Witness)

(Signature of Witness)

HARIHAR UPADHAYA
(Full Name of Witness)

(Full Name of Witness)

Address: OIL INDIA LIMITED

Address:

DULIAJAN, 786602

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

SI 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

ANNEXURE - GGG

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER 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.