



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : G013854P12

**For Supply of one number Brand
New Non AC TATA Sumo Victa, 4
Wheel Drive , BS-III, Diesel Driven
Vehicle for Pipeline Maintenance
Section, PS-5, Oil India Ltd.,
Guwahati**

:INDEX:

Instruction to bidders : **Bidders are required to submit the bid in duplicate with their quoted rates in Part-III along with all relevant documents as required. Refer Bid Rejection Criteria clause -19.**

1.0 Covering Letter with Salient features**Part-I**

- Clause -1 : Scope of Work
- Clause-2 : Duration
- Clause-3 : Performance Security
- Clause-4 : Termination
- Clause-5 : Liquidated Damage/Penalty/Default
- Clause-6 : Payment Terms

Part-II : **(General Terms & Conditions)**

- Clause-1 : Definitions vide Annexure-A
- Clause-2 : Obligation of Transport Supplier
- Clause-3 : General Obligation of Company
- Clause-4 : Authority/Power of Company's Authorized Representative
- Clause -5 : Special Conditions

Part-III : **(Schedule of Service and Rates)**

- Clause-1 : Description of Service
- Clause-2 : Rates payable
- Clause-3, 4 & 5 : Price conditions
- Clause-6 : Rate variation terms and conditions

Part- IV : **Safety Measures & Compliance Format (To be submitted by the Bidder along with the Bid)**

- Annexure - A** : Definitions of terms
- Annexure - B** : Court Affidavit format
- Annexure - C** : Bank Guarantee format for Performance Security Deposit
- Annexure - D** : Sample copy of the Agreement to be signed by the successful bidder
- Annexure - E** : Format for Undertaking by Bidder (To be submitted by the Bidder along with the Bid)



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Tender SI No:

Issued By : _____
(Signature)

Name : _____

Designation: _____

To
M/S _____

Tender Notice No : G013854P12

BID CLOSING DATE: 11.01.2012 TIME:14-00 HRS at GUWAHATI

BID OPENING DATE : 11.01.2012 TIME: 14-30 HRS at GUWAHATI

Sirs,

Oil India Limited (OIL), a Govt. of India Enterprise, invites bids for the job of providing the services of 1(one). No. **Brand New Non AC TATA SUMO 4 Wheel Drive, Economy, BS-III, Diesel Driven** of latest make with all standard fittings including first aid box, fire extinguisher etc. with commercial registration and all other necessary permit for use on Company's duty at **its Pump Station No 5 in Noonmati, Dist.- Kamrup, Assam** for a period of 3 (Three) years extendable by another **1(one)** year at the Company's discretion subject to sound mechanical and physical condition of the vehicle and satisfactory service.

The vehicle will be required to be placed at the disposal of **Pipeline Maintenance Section** of Pipeline Department of Oil India Ltd. at its **Pump Station No 5 in Noonmati, Dist.- Kamrup, Assam** on or before **20.02.2012**. **Those who cannot place the vehicle within the specified period should not quote.**

2.0 Bidders interested to provide the services and interested to participate in the above tender are requested to purchase the bid document available in the office of the **Chief Manager(Contract), Oil India Ltd., PS-5, Noonmati Dist. Kamrup, Assam** against payment of **₹500/- (Rupees Five Hundred only)** only by Demand Draft/Banker's Cheque/Pay-in-slip, favouring OIL INDIA LIMITED, Payable at Guwahati issued by any Nationalised Bank from **12.12.2011** (from 08.00 A.M. to 10.00 A.M.) during working days (excluding Sundays/Holidays). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.

Company: _____

Contractor : _____

3.0 This bid document is not transferable and Bids will be on sale w.e.f **12.12.2011 to 11.01.2012** (during office hours 08 AM to 10 AM). Bidders to submit the hard copy of the bid purchased. In the event any bidder submits the by down loading the same from the website , then the bid must accompany the cost of Bid document by way of a Demand Draft his bid by and not the copy downloaded from the website favouring OIL INDIA LIMITED, Payable at Guwahati. Otherwise the bid will be outright rejected.

3.1 Bidders to submit an **Affidavit (as per prescribed format in Annexure-B)** along with their bid in a Court Fee stamp Paper of ₹.20.00, duly attested by a Notary, failing which the bids will be considered as non responsive and shall be summarily rejected.

3.2 The company reserves the right to refuse issuance of bid document without assigning any reason thereof.

4.0 The procedure to submit the bid is as under :

The bidders must submit their offer in a sealed envelope super-scribing the following details on the right hand top corner:

- i) OIL's Tender Notice No. : _____
- ii) Bid closing date : _____
- iii) Brief description of item : _____
- iv) Bidder's name : _____

5.0 Offers must be addressed to:

Chief Manager (Contracts)
Oil India Limited
Pipe line Head Quarter , Narangi
P.O.Udayan Vihar,
Guwahati – 781 171
Assam

5.1 The sealed envelope containing the bid must be delivered at the Office of Chief Manager (Contracts) at above address latest by 14.00 hours (IST) on the bid closing date. The bids so received shall be opened on **11.01.2012, at PHQ, Guwahati at 14-30 hours** in the presence of any attending tenderer (s) or their Authorised Representatives. An authorisation letter from the Bidder, who sign the bid must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tender. Only one representative against each bid will be allowed to attend the bid opening. Attending Tenderer(s) & Authorised Representative will have to sign a register evidencing their presence. In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday).

6.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any postal delay or delay because of any other reasons whatsoever.

Company: _____

Contractor : _____

- 7.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.
- 8.0 Modifications to bids received after the bid closing time/date will not be considered. No unsolicited correspondence after submission of the offer will be taken into cognizance.
- 9.0 All entries in the offer must be made in English. Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail. No overwriting shall be allowed and all corrections must be initiated. The quoted price shall be the net price inclusive of all taxes/charges/expenses. (However taxes, duties, charges etc. considered should also be shown separately). In absence of these details the quoted price shall be considered as net price inclusive of all taxes, duties, charges/expenses for providing the services at the required place/location.
- 9.1 **Bidders are requested quote their rates in the Price Format enclosed as Part-III. Rates quoted shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.**
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated.
- 12.0 **SCOPE OF WORK:**
The Scope of work is detailed in Part-I, Clause-1, of the tender document.
- 13.0 **VALIDITY:**
Bids must be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the bid closing date.
- 14.0 **BID SECURITY:**
Bids must be accompanied by bid security for an amount **₹ 47,000.00 (Rupees Forty Seven Thousand only)** and shall be in one of the following forms:
- i) A Bank Guarantee (in the prescribed form enclosed in Annexure) from any scheduled Indian Bank acceptable to OIL and shall be valid for 30 days beyond the bid validity period
 - ii) A Cashier's Cheque payable to OIL INDIA LIMITED, Guwahati
 - iii) A Bank draft in favour of OIL INDIA LIMITED and payable at Guwahati.
 - iv) Cash deposit in OIL's selected banks and submit the pay-in-slip issued by the banker.
- 14.1 Unsuccessful bidder's bid security will be returned soon after the finalization of this enquiry.
- 14.2 Successful bidder's bid security will be returned after receipt of performance security from him/them.

Company: _____

Contractor : _____

14.3 Bid security will not accrue any interest.

14.4 The bid security will be forfeited:

- i) If the bid is withdrawn during the period of validity of bid
- ii) If the bid is altered in whatsoever manner (price or other conditions) within the validity period of the bid
- iii) If the successful bidder fails to furnish the performance security
- iv) if the successful bidder does not accept the Letter of Award (LOA).

15.0 **SIGNING OF AGREEMENT:**

The successful bidder will have to sign an agreement with OIL which will contain the detailed terms and conditions, obligations and responsibilities. Sample agreement enclosed.

16.0 **PERFORMANCE SECURITY DEPOSIT:**

16.1 Successful bidder shall be required to furnish an amount equivalent to 2.5% of the estimated contract value as Performance Security Deposit within two weeks of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for six more months beyond validity of the contract.

16.2 The Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract the Bank Guarantee will invoked either in part or in full.

16.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.

16.4 The Performance Security will not accrue any interest.

17.0 **DURATION OF THE CONTRACT:**

The duration of the contract will be for **3(Three) years extendable by another one year** at the same rate, terms and conditions subject to satisfactory performance and sound mechanical and physical condition of the vehicle

18.0 **Other conditions that will cover the contract are detailed in Part-I, Part-II and Part-III as enclosed herewith. The bidders are requested to examine the said conditions carefully before submission of the bid.**

19.0 **Responsiveness of the bids** : for the purpose of determining the responsive of a bid the following Bid Rejection criteria will be considered :

Company: _____

Contractor : _____

BID REJECTION CRITERIA /BID EVALUATION CRITERIA (BRC)**[A] Financial capability: Bidders must have**

1. Average Annual financial turnover as per Audited Annual Reports for the last three accounting years preceding scheduled bid opening date should be at least **₹7,01,000/- (Seven Lakh One Thousand Only)**.
2. For Proof of Annual Turnover any of the following documents /photocopy must be furnished
 - A Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business.
 - Audited Balance Sheet and Profit & Loss account.

[B] Experience: Bidders must have;

- (a) Experience of having successfully completed similar works (similar work mean providing vehicles on hire) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :
 - (i) Three similar completed works each costing not less than **₹9,35,000.00**
Or
 - (ii) Two similar completed works each costing not less than **₹11,70,000.00**
Or
 - (iii) One similar completed works each costing not less than **₹ 18,69,000.00**

Documentary proof must be furnished in support of the experience by way of a certificate from the organization to whom such services have been rendered.

20.0 EVALUATION OF BIDS:

The Bids will be evaluated as per the Bid Evaluation Criteria (BEC) as stated herein under:

BID EVALUATION CRITERIA (BEC)

- 20.1 Bids conforming to the terms and conditions stipulated in the bid document and considered responsive and subject to qualifying the Bid Rejection Criteria will be considered for further evaluation.
- 20.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ (i.e. **fixed monthly charge X period, Running Charge per KM X the Estimated KM indicated i.e. 3000Km/month**) of the tender.

Company: _____

Contractor : _____

20.3 Any discount/rebates offered shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.

21.0 **OTHER CONDITIONS:**

21.1 The successful bidder shall be responsible / liable for necessary clearance and any claims thereof which may be required / arise under any of the Government/Statutory regulations, Act, Law, Rules etc. having bearing over obligations under the Contract including engagement of workers directly or indirectly to render the specified services mentioned in the proposed Service Contract.

21.2 The successful bidder after signing of the contract will have to obtain the necessary clearances like labour license and certificate relating to the statutory requirement as may be necessary, before issuing the work order.

21.3 Bidder(s) having its office/establishment in and around the location (s) where the service(s) are required will be preferred.

22.0 **OTHER INFORMATION /DOCUMENTS:**

Bidders are required to furnish the following information with relevant documents wherever necessary:

- (i) Tax Exemption Certificate, if any : Applicable / Not applicable
- (ii) CST registration No. : Applicable /Not Applicable
- (iii) Local sales Tax registration : Applicable /Not Applicable
- (iv) PAN no.(photocopy of the PAN card required)
- (v) Service Tax registration No.
- (vi) VAT registration no. if applicable.
- (vii) Bank account No. With name of Bank, Type of account, Bank address.
- (viii) P.F.Code if applicable.

Non Furnishing of the above information may be liable for rejection of the offer.

23.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years for participation against any tender from the date of detection of such Fraudulent act, besides legal action.

Company: _____

Contractor : _____

24.0 **SETTLEMENT OF DISPUTES:**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled either by (i) Mutual Consultation or (ii) through an Outside Expert Committee(OEC) to be appointed by OIL , and cost to be borne by both the parties, in case the mutual consultation fails to arrive at an amicable solution or (iii) through Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of arbitration shall be Guwahati.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Chief Manager (Contracts)
For General Manager (Pipelines)

Company: _____

Contractor : _____

1.0 SCOPE OF WORK :

Supply of 1(one) No. Brand New Non AC TATA SUMO 4 Wheel Drive, Economy, BS-III, Diesel Driven of latest make with all standard fittings including first aid box, fire extinguisher etc. with commercial registration and all other necessary permit for use on Company's duty at **its Pump Station No-5 in Noonmati , Dist- Kamrup , Assam.**

- 1.1 The contractor shall be responsible for day to day running and maintenance of the services in an efficient manner.
- 1.2 The contractor shall provide the required manpower like Drivers, supervisors, Helpers etc.
- 1.3 Maintenance of the vehicle shall be provided by the contractor at his own cost to keep the vehicles in sound mechanical and physical conditions.
- 1.4 Employment of drivers, helpers and payment of wages to the drivers of the vehicle provided against the contract shall be the responsibility of the contractor.
- 1.5 The vehicle provided should be covered by a valid comprehensive insurance policy.
- 1.6 The contractor shall be responsible inter-alia for meeting all the statutory requirements under Motor Vehicle Act and other Government regulations, rules, laws etc. during the contract period. Road Tax, Motor Vehicle Insurance Premium etc. for the vehicle provided under the contract should be arranged and paid for by the contractor.
- 1.7 **The services of the vehicle(s) provided under the agreement shall be for Company's operation in the state of Assam, West Bengal and Bihar, and hence the vehicle must have the commercial number plate with valid permit all the time for these 3 States. Contractor at his own cost has to arrange the commercial permit applicable for these 3 States.**

2.0 DURATION OF THE CONTRACT:

The duration of the contract will be for a period of **3(Three) years extendable by another one year** at the same rate, terms and conditions. The commencement of contract shall be from the date of actual placement of the vehicle. Extension will be at the discretion of the company and subject to satisfactory performance, sound mechanical and physical condition of the vehicle. In the event the contract is extended beyond 4 years, rates in respect of monthly fixed charge will be reduced by 10 % each year.

Company: _____

Contractor : _____

3.0 PERFORMANCE SECURITY DEPOSIT :

- 3.1 The contractor will furnish an amount equivalent to 2.5 % of the estimated contract value as Performance Security Deposit. Within two weeks of issue of Letter of acceptance and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee (in the prescribed format enclosed herewith) issued by a Nationalized Bank, and shall remain valid for six more months beyond validity of the contract. In case the contract is extended the Performance Bank Guarantee will accordingly be extended suitably.
- 3.2 The Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract the Bank Guarantee will be invoked either in part or in full.
- 3.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.
- 3.4 The Performance Security will not accrue any interest.

4.0 TERMINATION:

OIL shall reserve the right to terminate the contract in the event (i) the contractor fails to adhere to the specified terms and conditions (ii) when the performance of the contractor is un-satisfactory (iii) major contractual terms and conditions are violated by the contractor including but not limited to safety and other statute requirement (iv) insolvency by the contractor (v) non-requirement of the service (vi) On expiry of the contractual period and notwithstanding the Kilometer done the contract shall stand terminated automatically unless extended as per agreement. Furthermore, this contract may be terminated by either party with 90(ninety) days notice in writing and in that event neither party hereto shall claim or be entitle to any damage or compensation arising on any account whatsoever.

5.0 LIQUIDATED DAMAGE:

- 5.1 "LIQUIDATED DAMAGES" in case of default shall be levied for the period of unscheduled shutdown period on the basis of 0.5 (Zero Point Five) times the monthly fixed rate subject to maximum of 12 (Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.5.3 herein below will only be applicable.

Company: _____

Contractor : _____

- 5.2 "SPECIAL LIQUIDATED DAMAGES" means the amount payable by the Transport Supplier in case of default arising out of Non-availability of vehicle(s)/crew when the Company's operations are normal and also Non-availability of services due to unauthorized / lightning strike by Transport Supplier or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown and shall attract Special Liquidated damage at the rate of twice the pro-rata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.
- 5.3 "PENALTY" means the amount payable by the Transport Supplier in the event of breach of contract as stated in clause 1.14 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.

The term "DEFAULT" as stated above means any of the following commissions or omissions by the Transport Supplier or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations :

- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
- b) Unsuitability of the Driver or assigned/Attendant and/or working crew;
- c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
- d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:-
 - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
 - ii) Due to inadequate routine maintenance
 - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
- e) Non-possession of valid permits and licenses for vehicle(s) and the crew.
- f) Non-supply of fuel;
- g) Delay in placement of vehicle(s) on any day as per the instruction of the Company's authorized representative/ Engineer and or unauthorized and untimely release of vehicle(s) on any day without prior permission
- h) If the Transport Supplier bases the vehicle(s) at a station other than the stipulated Base Station without the authorization of the Company authorized representative/ Engineer;

Company: _____

Contractor : _____

- i) Non-availability of vehicle(s) due to defects detected upon periodic inspection/tests by the Company;
- j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
- k) Non-availability of vehicle(s) / crew beyond 48(Forty Eight) Hours allowable for repair / maintenance time per month;
- l) Non-availability of the vehicle(s) or crew when required by the Company.
- m) Failure on part of the Transport Supplier to discharge his/her obligations as set out in this contract
- n) Any other acts or omissions by the Transport Supplier or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.

6.0 PAYMENT TERMS:

- 6.1 Payment will be made on monthly basis within 30-days from the date of receipt of undisputed bill duly certified by OIL's authorized representatives. The bills to be submitted by the Transport supplier positively by 4th day of the subsequent month. For purpose of payment for the services rendered, the Transport supplier shall (a) accept as final the Log Sheets/Statements maintained by the Company (by Company's authorized representative) for day to day running of the vehicle and shall submit information and bills in such a manner as prescribed by the authorized representative of the company from time to time (b) exclude from his monthly bills such Kilometrage are involved on their own account such as garage, service etc.
- 6.2 In addition to above, contractor has to submit the documentary evidences in regards to payment make to driver and helper (if any) as per clause 3 & 4 of Part-III.

Company: _____

Contractor : _____

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

In the contract, the various terms shall be interpreted as indicated in **Annexure-I**

2.0 OBLIGATION OF THE CONTRACTOR

Contractor shall, in accordance with and subject to the terms and conditions of the contract

- 2.1 Perform the work of providing the services described in the Scope of Work in a most economic and efficient manner.
- 2.2 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with appropriate Governmental regulations and as per the terms of the contract. The Company's representative shall not allow / accept those men who are not provided with safety gears as applicable.
- 2.3 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this agreement the contractor hereby agrees and under takes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 2.4 The Contractor and his workmen are to strictly observe the safety rules as per relevant Govt. Acts / Rules while executing the work.
- 2.5 In case of any doubt or dispute as to the interpretation of any Clause herein contained the decision of the Company's Engineer/authorized representative shall be final and binding on the Contractor.
- 2.6 The Transport Supplier shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, overtime, annual leave, uniforms etc. No other separate charges on such accounts will be payable by the Company at any point of time during the tenure of the Contract and same, if any, shall have to be borne entirely by the Transport Supplier. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Transport Supplier on all such accounts. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew

Company: _____

Contractor : _____

subsequent to the date of this agreement due to revision in the minimum wages an applicable shall be borne solely by the contractor and deemed to be included in the fixed charge per month. Fixed charge also includes the cost of consumables as may be required for stipulated normal hours of duty.

- 2.7 Allow the vehicle for periodic inspection as and when required by the Company's authorized representative/engineer
- 2.8 In the event of the vehicle for regular operation being out of order or otherwise not available, a suitable relief vehicle with sound mechanical and physical condition shall be place in service immediately as substitute.
- 2.9 The driver of the vehicle must be in possession of a valid Driving License issued by the competent authority authorizing to drive the type of vehicle under the contract agreement.
- 2.10 Details of the driver, like name, address and police verification report shall be submitted to the authorized representative/engineer of the company. The same is applicable for relief drivers also.
- 2.11 The Transport Supplier will not withdraw the contracted vehicle from services for any reason, not ply the vehicle for private purpose without the prior consent of the Company's authorized representative/engineer.

3.0 GENERAL OBLIGATION OF THE COMPANY:

Company shall, in accordance with and subject to the terms and conditions of this contract pay the contractor for the actual service rendered at the rates specified and/or amended /modified rates as applicable.

- 3.1 Allow the Transport Supplier 48 hours (cumulative) in a month as paid period (fixed Charge only) for servicing and running repair. However, the Transport supplier shall notify the same well in advance.

4.0 AUTHORITY / POWER OF THE COMPANY'S AUTHORIZED REPRESENTATIVES:

The authorized representative of the company shall have powers amongst others to:

- 4.1 Order the Transport supplier to remove immediately any cause of unsatisfactory performance of the vehicle and of the service
- 4.2 Order the Transport Supplier to remove /replace by more suitable hands and persons / drivers/ helpers /mechanic or any person if found unsuitable.
- 4.3 Advice the Transport Supplier from time to time such further instructions as felt necessary for the purpose providing proper and smooth/hassle free service as deemed necessary by the Company.
- 4.4 Release of the vehicle for monthly maintenance.

Company: _____

Contractor : _____

- 4.5 Certification of daily Log sheets
- 4.6 Authentication of monthly kilometerage statement cum bill
- 4.7 Determination of undisputed instances of shutdown or standby, Liquidated damage and penalty's for default on breach of Contract.
- 4.8 In case during the period of contract it is found that the Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the contractor shall be debarred for a period of 3(three) years for participation against any tender from the date of detection of such Fraudulent act, besides legal action.

5.0 SPECIAL CONDITIONS

- 5.1 All statutory taxes/levies by the Central, State Government or any other competent authority from time to time will be borne by the Transport supplier and the amount specified in the contract is inclusive of all tax liabilities. In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company shall be final and binding on you.
- 5.2 The vehicle shall at all times be owned and registered in the name of the Transport supplier by the appropriate authority.
- 5.3 The vehicles shall at all times be licensed by appropriate authority to ply on service agreement basis in all areas of Company's areas of operation in.
- 5.4 The vehicle shall at all times be insured against all risks.
- 5.5 The Transport supplier shall ensure that the vehicle provided shall be free from all financial and legal complications and encumbrance.
- 5.6 The vehicle has to be maintained in tip top running conditions during the entire contractual period. For this purpose, contractor shall obtain vehicle suitability certificate once in two months from Company's authorized representative.
- 5.7 With advance notice given to Company the contractor will be allowed 48 hours (cumulative) one day in a month as paid day (fixed charge) only for servicing and running repairs of the vehicle.
- 5.8 The speedometer and Kilometer record must be maintained at a very high standard of accuracy.

Company: _____

Contractor : _____

6.0 SETTLEMENT OF DISPUTES

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled either by (i) Mutual Consultation or (ii) through an Outside Expert Committee (OEC) nominated by OIL. The cost towards the OEC shall be borne by both the parties. In case the mutual consultation fails to arrive at an amicable solution or (iii) through Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of arbitration shall be Guwahati.

Company: _____

Contractor : _____

SCHEDULE OF SERVICES AND RATES**DESCRIPTION OF SERVICES**

1.0 Supply of Transport services every day & night for continuous period of **3(Three) years with effect from 20.02.2012** with 1 (one) number **Brand New Non AC TATA SUMO 4 Wheel Drive, Economy, BS-III, Diesel Driven** with all standard fittings including first aid box, fire extinguisher etc. with commercial registration and all other necessary permit for the state of **Assam, West Bengal and Bihar** to use on Company's duty at **its Pump Station No-5 in Noonmati, Guwahati, Dist- Kamrup, Assam.**

2.0 For the services rendered the Transport supplier is entitle for payment at the following rates,

Sl.no.	Description of duty hours/service	Unit	Amount (₹)
1	Monthly Fixed charge with 24 hours availability of the vehicle and driver for 12 hours daily (including Sundays & Holidays) per calendar month	Per calendar month	
2	Running Expenses (Estimated Running Km per Month is 3000)	Per KM run	

3 The above rates are inclusive of all operating /running expenses, monthly minimum **wages of ₹ 7,000/- to driver & ₹ 3,500/ to helper** (if applicable), engaged in connection with operation of the services.

4 In case OIL needs to engage the driver and helper (if any) beyond 12 hours per day duty, contractor has to pay the driver and helper (if any) **₹ 20/-** against each additional hours of duty beyond 12 hours duty as overtime. However, total monthly overtime expenses to driver and helper (if any) will be reimbursed to the contractor by OIL.

5 The rates are inclusive of all Taxes (VAT, Service Tax etc.) and duties as applicable.

6 The rates are inclusive of all liabilities including statutory liabilities.

7 The above rate shall remain firm through out the tenure of the contract including one year extension. However, the following exceptions will be applicable :

- (a) In case of any statutory increase/decrease in VAT/ Govt Taxes & Duties over the rate prevailing on the date of tender opening will be reimbursed upon claim and production of documentary evidence issued by competent authority in this regard. Correspondingly in the event of any decrease, such amount will be deducted from out standing dues of the Transport supplier.

Company: _____

Contractor : _____

- (b) The running cost (per KM Run) will Increase/decrease whenever there is an increase / decrease in the cost of fuel (Diesel/Petrol) over the rates as on date of tender opening i.e **11.01.2012**. The adjustment of increase/ decrease in rate will be applicable only when the variation of the cost of fuel exceeds 5 % plus or minus on either side. For assessing increase / decrease in rates on account of fuel price increase/decrease, the consumption rate will be taken asKM per Ltr.
- (c) Variation of cost of the vehicle within the placement of vehicle from the date of tender opening will be adjusted in fixed rate @ ₹.217.00 against variation of cost in blocks of. ₹10,000.00. However, if the increase in cost is beyond the stipulated placement date no adjustment will be made.
- (d) In case the contract is extended beyond 4 years, there will be a reduction of monthly fixed rate @10% each year.
8. In case the vehicle send outside the base station, **PS-5, Noonmati (Guwahati)** for Company's duty and has to halt overnight there, Company will pay halting charge @ ₹ 75/- per over night stay at outstation station.
9. Expanses related to parking of vehicle in Municipalty area, airport, railway/bus station etc. and toll taxes, while in Company duty, will be reimbursed by company on submission of documentary evidence

Company: _____

Contractor : _____

SAFETY MEASURES & COMPLIANCE FORMAT

To
GENERAL MANAGER (PLS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No : : G013854P12

Description of work/service: Hiring of 1 No Brand New Non AC TATA SUMO VICTA

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following
 - i) _____
 - ii) _____
 - iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations,1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

Company: _____

Contractor : _____

- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Dated_____

M/s_____
For & On Behalf Of Contractor

Company: _____

Contractor : _____

DEFINITIONS

In this contract, unless the context otherwise requires:

- 1.1 "AGREEMENT" means this service agreement.
- 1.2 "AREA OF OPERATIONS" means the Company's oilfield operations in the States of **Assam.**
- 1.3 "BASE STATION" means the station where the vehicle(s) shall be permanently based, which may be changed at the discretion of the Company.
- 1.4 "BID OPENING DATE" means the date on which the Tender was opened by the Company against the finalisation of this agreement.
- 1.5 "BREACH OF CONTRACTUAL OBLIGATION" means amongst others also the following:
 - i) Carriage of unauthorised passengers by the Transport Supplier while under this agreement with the Company;
 - ii) Unauthorised use of the vehicle(s)/equipment when released to the Transport Supplier for undertaking its deployment for any other business purpose;
 - iii) Withdrawal of vehicle(s) from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company's authorized representative;
 - iv) Failure of the Transport Supplier to place the vehicle(s) for periodic inspection as per schedule as directed by Company's Authorized representative./Engineer.
 - v) Failure to park the vehicle(s) after release on close of working hours at place designated by Company's authorized representative/Engineers.
 - vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.
- 1.6 "COMPANY" means Oil India Limited.
- 1.7 "COMMENCEMENT OF SERVICE" means the actual date of placement of the first Vehicle(s) under this Agreement.
- 1.8 "COMPANY's Authorised Representative / Engineer" means General Manager (PLS) or his nominee
- 1.9 CREW: Means Supervisors, operators, Drives, Handymen/ Helper(s)/Jugalees attached to the vehicle(s).

Company: _____

Contractor : _____

- 1.10 "DUE DATE OF PLACEMENT" means the date stipulated in the contract for placement of the vehicle(s).
- 1.11 "DETERIORATED CONDITION OF VEHICLE(S) means any vehicle(s) found not acceptable to Company's Authorised Representative/Engineer after mechanical inspection and/or vehicle(s) found to be unworthy of undertaking the services envisaged under the provisions of this Agreement and /or vehicle(s) which is/are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and / or vehicle(s)/equipment refused by the Company's Engineer/user department as being unfit.
- 1.12 "DAILY LOG BOOK" means the format for recording the duty details on a day-to-day basis during the tenure of this Agreement.
- 1.13 "DRIVER / OPERATOR" means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving License and P.S.V. Badge issued by the Regional Transport Authority/competent authority.
- 1.14 "DEFAULT" means any of the following commissions or omissions by the Transport Supplier or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations :-
- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
 - b) Unsuitability of the Driver or assigned/Attendant and/or working crew;
 - c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
 - d) Non-availability of vehicle(s) due to any reason, whatsoever, including but not limited to the following conditions:-
 - i) Deteriorated mechanical condition of the vehicle(s) and/or breakdown;
 - ii) Due to inadequate routine maintenance
 - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
 - e) Non-possession of valid permits and licenses for the crew and vehicle(s)
 - f) Non-supply of fuel;
 - g) Delay in placement of vehicle(s) on any day as per the instruction of the Company's Authorized Representative/ Engineer and or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Engineer during the tenure of this Agreement;

Company: _____

Contractor : _____

- h) If the Transport Supplier bases the vehicle(s) at a station other than the stipulated Base Station without the authorisation of the Company's Authorised Representative/ Engineer;
 - i) Non-availability of vehicle(s)t due to defects detected upon periodic inspection/tests by the Company;
 - j) Non-rectification of defects expeditiously upon detection on inspection/test undertaken by the Company;
 - k) Non-availability of the vehicle(s) or crew when required;
 - l) Failure on part of the Transport Supplier to discharge his/her obligations as set out set out in the agreement.
 - m) Any other acts or omissions by the Transport Supplier or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
 - n) Non-availability of services due to unauthorized / lightning strike by Transport Supplier or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.
- 1.15 "FIXED CHARGE PER MONTH" means the fixed charge per month payable by company which is inclusive of depreciation, parking fee if applicable, all applicable taxes & duties including VAT, insurances, wages and other emoluments of Operator/Driver(s) / Helper(s) /Jugalees and other operation staff/crew.
- 1.16 "HOLIDAY" means the National Holiday defined under the Motor Transport Workers Act, 1961 as may be in force from time to time, which the Transport Supplier would be required to give to his/her Crew as per the aforesaid Act.
- 1.17 "NORMAL HOURS/TIMINGS OF DUTY" means the duty hours, which may be stipulated or instructed by the Company's Authorised Representative/Engineer.
- 1.18 "INSPECTION" means initial/periodic inspection carried out by the Company's Authorised Representative/Engineer to ascertain road worthiness of the vehicle(s)t along with necessary Permits, Insurance etc. for the vehicle(s) as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.
- 1.19 "INSURANCE" means comprehensive insurance of the vehicle(s) and shall include insurance of the crew and passenger(s).
- 1.20 "LICENCE AND PERMITS" means any and all of the following which must be valid and updated periodically by the Transport Supplier to the satisfaction of the Company:-
- a) Professional driving license(s) and P.S.V. badge(s) for the driver(s) / operator(s).

Company: _____

Contractor : _____

- b) Registration Book(s) with endorsement of Road Tax.
 - c) Permits for plying the vehicle(s) for commercial purpose as may be required.
 - d) Road permits
 - e) Fitness Certificate
 - f) Inner line permit(s) where ever applicable.
 - g) Comprehensive insurance certificate(s) both for vehicle(s) as well as Crew and passenger(s).
 - h) Any other as required under law in force;
 - i) Pollution
- 1.21 (a) "LIQUIDATED DAMAGES" means pro-rata fixed charge per hour rate payable by the Transport Supplier in case of Default as mentioned herein above which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the monthly fixed rate subject to maximum of 12(Twelve) hours in a month arrived at, on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.27 will only be applicable.
- 1.21 (b) "SPECIAL LIQUIDATED DAMAGES" means the amount payable by the Transport Supplier in case of default as mentioned in para 1.14 sub clause (n) which shall levied at the rate of twice the pro-rata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.
- 1.22 "LEAVE" means Annual Leave to be granted to the Crew who are employees of the Transport Supplier as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.
- 1.23 "MONTHLY KILOMETREAGE STATEMENT CUM BILL" means the format specified by the Company, inter-alia showing the KM run statements.
- 1.24 (a) "PRO-RATA FIXED CHARGE PER DAY" means the Fixed Charge per month divided by 30(Thirty) days.
- 1.24 (b) "PRO-RATA FIXED CHARGE PER HOUR" means the amount of fixed charge per day) divided by 24 (Twenty Four) hours.
- 1.25 "PENALTY" means the amount payable by the Transport Supplier in the event of breach of contract as stated in clause 1.14 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.

Company: _____

Contractor : _____

- 1.26 "REGISTRATION" means the vehicle(s) having registration in the name of the Supplier(s)/Firm with the R.T.O./D.T.O. having jurisdiction in the area of operations of the Company.
- 1.27 "RUNNING CHARGE PER KILOMETER" means the rates payable against each KM run. and shall be deemed to include all the expenditures of the Transport Supplier viz., cost of fuel, tyre/tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved including VAT element as applicable towards movement of the vehicle(s)/equipment.
- 1.28 "STIPULATED HOURS OF SERVICE PER DAY" means hours of duty per day, normal Hours / timings of duty whereof shall be determined by the Company's Authorised Representative/Engineer for which fixed charge shall be payable.
- 1.29 "STATUTORY ACTS" means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following;
- a) The Motor Vehicle Act, 1988,
 - b) The Motor Transport Worker's Act, 1961,
 - c) The Contract Labour (Regulations & Abolition) Act, 1970,
 - d) The Minimum Wages Act, 1948,
 - e) The Employees Provident Fund & Miscellaneous Act, 1952,
 - f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
 - g) The Workmen Compensation Act, 1923 & Industrial Disputes Act, 1947
 - h) Industrial Employment (Standing Order Act, 1946)
 - i) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
 - j) Payment of Wages Act, 1936
 - k) Any other Act as applicable from time to time.

The Transport Supplier shall be solely responsible for compliance with all statutory acts at all time during the tenure of the service Agreement.

- 1.30 (a) "SHUT DOWN" means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.14 as stated above.
- 1.30 (b) "SHUT DOWN" shall also mean the non-availability of the Transport service due to an accident.

Company: _____

Contractor : _____

1.31 "STAND BY" means any of the following "-

Payable fixed charge although the services are not available due to the following:-

- i) For maintenance up to 48(Forty Eight) hours, cumulative per month, counted from the beginning of the month (7.00 A.M. onwards). This facility will be limited to maximum of 4(Four) instances in calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default. Accumulation may be allowed up to a maximum of 4(Four) days i.e., 96 (Ninety Six) hrs in a space of 3(Three) months which the Transport supplier will notify in writing at least 5(Five) days in advance. In case it is not availed in a space of 3(Three) months the facility will stand lapsed for that period. Shut down due to minor breakdown of the vehicle(s) (i.e., punctured tyre, minor mechanical adjustment etc.) involving downtime up to a maximum of 1(One) hour shall not be included in the 48 (Forty Eight) hours time or counted towards shutdown which shall be allowed not more than 3(Three) instances in a calendar month.
- ii) Re-fuelling time for the vehicle(s) which shall normally not be more than 30(Thirty) minutes.

1.32 "STATUTORY OFF" means the off day per week or the compensatory off day in lieu thereof which the Transport Supplier is required to give to his/her operating crew as per the Motor Transport Workers Act, 1961 in respect of which adequate relief driver/crew shall be provided at no extra cost.

- 1.33 (a) "TAXES AND DUTIES" means APGT Tax, Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee, VAT for vehicle(s) and crew etc. as may be due and payable by the Transport Supplier entirely at his/her own cost towards operation of the services envisaged under this agreement.
- 1.33 (b) Taxes and duties shall also mean deduction of Tax at source from the payments made to the Transport Supplier towards operation of the services envisaged under this Agreement at the rates as may be in force from time to time under the Income Tax Act, 1961 & VAT or any other Act where requires deduction of tax at source which may be in force from time to time.

Company: _____

Contractor : _____

ANNEXURE – B**FORMAT FOR COURT AFFIDAVIT**

(To be submitted along with bid in court stamp paper of ₹ 20/-)

In the Court of the Magistrate at.....

Date.....

I, Sri/Smt _____ S/o/D/o/W/o_____

Sri/Late_____ by religion_____ aged_____

years, by occupation_____ resident of_____

P.S._____ Dist_____ State_____ to hereby

solemnly affirm and declare an oath as follows:-

01. That the deponent is permanently residing at the above address with the family members.
02. That the deponent is not an OIL employee in service or dependant of OIL employee in service.
03. The deponent has not submitted any other application as a Proprietor or Partner of any other firm or against the name of deponent against the Tender Notice No..... **dated**
04. The deponent is not employed in any Government/Quasi Government/Public Sector Undertaking.
05. That the deponent is sole proprietor of M/s _____ of _____ (if applicable) participating in the **T. Notice No _____ dated _____**.
06. That the deponent has own Bank account No _____ at _____ Branch
07. That the deponent desires to submit a bid for supply of 1 (ONE) **NUMBER BRAND NEW** _____ (PURCHASED AFTER ISSUANCE OF L.O.I. BY OIL) FOR A PERIOD OF 3 (THREE) YEARS EXTENDABLE BY ANOTHER 1 (ONE) YEAR AT THE COMPANY'S DISCRETION SUBJECT TO GOOD CONDITION OF THE VEHICLE AND SATISFACTORY SERVICE TO BE STATIONED AT ANY PLACE OF _____.
08. That the deponent's communication address is not the same with any OIL's quarters/settlement area/premises etc.

Company: _____

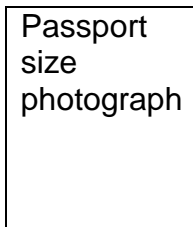
Contractor : _____

09. That the deponent will abide by the rules and conditions of the said contract basis of Oil India Limited, Pipeline Headquarters, Narengi, Guwahati-781171, Dt. Kamrup, Assam.
10. That the deponent has fully understood & accepted the rates, terms and conditions of the above tender and is also fully convergent with the general terms and conditions of Transport Service contracts and agrees to abide by the same throughout the entire contractual period (including any extension to the contract being granted by OIL).

The above statements from Para 1 to 10 are true to the best of my knowledge, belief and information.

In case the above statement of mine is found to be false/incorrect the award of contract if selected shall be cancelled and Company is at liberty to initiate necessary action as deemed fit against me.

The deponent Sri/Smti _____ sign as _____



Passport size photo affixed herewith

Introduced by:

Advocate,.....

Deponent

Signed and sworn before me by the above named deponent on being identified by Sri _____ Advocate _____ on _____.

NOTARY

Company: _____

Contractor : _____

ANNEXURE-C**FORM OF PERFORMANCE BANK GUARANTEE**

To:
M/s. OIL INDIA LIMITED,
(CHIEF MANAGER -CONTRACTS)
Duliajan, Assam, India, Pin - 786 602.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 6 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Company: _____

Contractor : _____

DRAFT AGREEMENT COPY
(To be executed by the successful Bidder)

This AGREEMENT is made on the 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, hereinafter called the “**COMPANY**” which expression unless repugnant to the context shall include executors, administrators and assignees on one part

AND

M/s., having its address hereinafter called the “**CONTRACTOR**” or “**Transport Supplier**”: which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,

WHEREAS

- A. OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “ hiring the services of a brand new vehicle of type, and has issued an enquiry under reference No..... dated, containing the Schedule of Works, Terms and Conditions,
- B. M/s., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided , local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

WHEREAS, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated _____), issued the “Letter of Award” under reference _____ dated _____.

Whereas, the Contractor has accepted Company’s Letter of Award vide their letter _____

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:
- (a) The Tender Document No.....dated, inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.

Company: _____

Contractor : _____

- (b) The Bid submitted by the Contractor in response to the Tender enquiry,
 - (c) The contractors letter dated (after price negotiation) if any .
 - (d) The Company's Notification of Award vide Letter of Award No. _____ dated _____.
 - (e) **Part-I, II & III** hereto.
 - (f) **Annexure – A** hereto
- iii) The rates payable for the job will be as indicated in **Part-III**
- iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service , the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.
- v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion 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 times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam.

Signed and Delivered for and
On behalf of Company

Signed and Delivered for and
on behalf of Contractor

(Oil India Limited)

()

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.

- 1.
- 2.

Company: _____

Contractor : _____

ANNEXURE-E

UNDERTAKING BY BIDDER
(To be submitted along with bid)

This is to confirm that I/we have read the bid document comprising various clauses in Part-I, II III,IV, and Annexure-A, and have fully understood the nature of services required and we agree to the terms and conditions with following deviations and in consideration of all have submitted our bid.

Deviation Statement if any: Yes/ No

If, yes, details there of:

Date :

Signature of Bidder with Seal

Company: _____

Contractor : _____

Documents to be furnished by the bidders along with the Bid

[A] Proof of Annual Turnover any of the following documents / photocopy must be furnished

- A Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business.
- Audited Balance Sheet and Profit & Loss account.

Average Annual financial turnover as per Audited Annual Reports for the last three accounting years preceding scheduled bid opening date should be at least **₹7,01,000/-**.

[B] Experience:

Experience of having successfully completed similar works (similar work mean providing vehicles on hire) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

(i) Three similar completed works each costing not less than **₹9,35,000.00**

Or

(ii) Two similar completed works each costing not less than **₹11,70,000.00**

Or

(iii) One similar completed works each costing not less than **₹18,69,000.00**

Documentary proof must be furnished in support of the experience by way of a certificate from the organization to whom such services have been rendered.

[C] The following information with relevant documents wherever necessary:

- (i) Tax Exemption Certificate, if any : Applicable / Not applicable
- (ii) PAN no.(photocopy of the PAN card required)
- (iii) Service Tax registration No.
- (iv) VAT registration no. if applicable.
- (v) Bank account No. With name of Bank, Type of account, Bank address.
- (vi) P.F.Code if applicable.
- (vii) Undertaking as per Annexure-E

Non Furnishing of the above information may be liable for rejection of the offer.

Above document submitted: Yes / No.

Signature of bidder with seal

Company: _____

Contractor : _____