

OIL INDIA LIMITED
(A Govt. of India Enterprise)
4, India Exchange Place,
Kolkata – 700 001.

OIL INDIA LIMITED (OIL) invites sealed tenders for the following service :-

Srl. No.	Tender No. (Bid Closing Date)	Description
1.	KC02316P12 (13.09.2011)	TRANSPORTATION OF EXPLOSIVE CARGO BY SUITABLE EXPLOSIVE VANS OF CAPACITY 500 KG & 1500 KG FROM NEW DELHI / KOLKATA AIRPORT TO JORAJAN / DULIAJAN (ASSAM) WITH ARMED ESCORT.

2.0 Bid documents (Non transferable) can be purchased from 05.08.2011 till one day prior to the respective Bid Closing Dates on payment of tender fee of ₹ 2000.00 each through Crossed Demand Draft in favour of M/s. Oil India Limited (excepting for PSUs and SSI units registered with NSIC/Directorate of Industries for the item) from (A) Head (Calcutta Branch), Oil India Limited, 4,India Exchange Place, Kolkata - 700001 (B) Head-Contracts, Oil India Limited, P.O. Duliajan, Assam - 786602 (C) Sr. Adviser (Contract & Purchase),Oil India Limited, Plot No. 19,Sector-16A, Noida – 201301 (D), Chief Materials Manager (Pipeline), Oil India Limited, P.O: Udayan Vihar, Guwahati - 781171.

4.0 Bidders may visit OIL's website www.oil-india.com for further details on the above tenders.

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Oil India Limited
(A Government of India Enterprise)
4, India Exchange Place
Kolkata – 700 001.

FORWARDING LETTER

To,

M/s.
.....
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Document Serial No.

TENDER NO. KC02316P12

TRANSPORTATION OF EXPLOSIVE CARGO BY SUITABLE EXPLOSIVE VANS OF CAPACITY 500 KG & 1500 KG FROM NEW DELHI / KOLKATA AIRPORT TO JORAJAN / DULIAJAN (ASSAM) WITH ARMED ESCORT.

Sirs,

We enclose a complete set of Tender Document in respect of our invitation of bids for transportation of explosive cargo by suitable vans of capacity 500 Kg & 1500 Kg from new Delhi/Kolkata airport to Jorajan/Duliajan with armed escort for a period of two years which can be extendable by one more year at same rate terms and condition. For your ready reference, few salient points (covered in details in this Bid Document) are highlighted below:-

- | | |
|-----------------------------|--|
| i) Tender No. & Date | : KC02316P12 dtd. 10.06.2011 |
| ii) Tender Fee | : ₹ 2000.00 (Non-refundable)
(PSUs and SSI units are exempted) |
| iii) Type of Bidding | : Single Stage Composite Bid System |
| iv) Bid Closing Date & Time | : 13.09.2011 (14.00 Hrs. IST) |
| v) Bid Opening Date & Time | : 13.09.2011 (14.00 Hrs. IST) |
| vi) Bid Submission Place | : OIL INDIA LIMITED
4, INDIA EXCHANGE PLACE, <u>KOLKATA – 700 001.</u> |
| vii) Bid Opening Place | : OIL INDIA LIMITED
4, INDIA EXCHANGE PLACE, <u>KOLKATA – 700 001.</u> |
| viii) Bid Security | : ₹ 17,000.00 (non-interest bearing)
(PSUs and SSI units are exempted) |
| ix) Performance Security | : 2.5% of the Contract cost (non-interest bearing) |

Yours faithfully,
OIL INDIA LIMITED,

(K. BHATTACHARJEE)
CHIEF MANAGER (MATERIALS) (I/C)
For HEAD – CALCUTTA BRANCH

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SECTION – I

INVITATION FOR BIDS

- i) Tender No. KCO2316P12 dated 10.06.2011
- ii) Bid Closing Date & Time : 29.07.2011 (14.00 Hrs. IST)
- iii) Bid Opening Date & Time : 29.07.2011 (14.00 Hrs. IST)

Description of Services : Transportation of explosive cargo by suitable explosive vans of capacity 500 Kg & 1500 Kg from Delhi / Kolkata airport to Jorajan / Duliajan with armed escort for a period of 2(two) years with a provision for extension by another 1(one) year with mutual consent at the same rates, terms & condition.

1.0 Oil India Limited (OIL), A Govt. of India Enterprise, invites sealed bids under **SINGLE STAGE COMPOSITE BID SYSTEM** from bonafide and experienced contractors for the services mentioned above and detailed in schedule of rates given in PART-II (Schedule of Service/Rates), as per Terms & Conditions detailed in the draft agreement enclosed vide PART-I (Conditions of Agreement), PART-III (Declaration of particulars of Relatives).

2.0 Non-transferable bid documents can be purchased from any of the following offices of OIL on application and payment of tender fees through crossed demand draft drawn in favour of Oil India Limited and made payable at the place of purchase. Public Sector Undertakings and SSI Units registered with NSIC are exempted from payment of Tender Fee. Tender documents will be on sale from **05.08.2011** till one day prior to the scheduled Bid closing date.

- i) Head (Calcutta Branch), Oil India Limited, 4, India Exchange Place, Kolkata – 700 001.
- ii) Head (Contracts), Oil India Limited, P.O. Duliajan, Assam – 786 602.
- iii) Sr. Adviser (Contract & Purchase), Oil India Limited, Plot No. 19, Sector-16A, Noida -201301.
- iv) Chief Materials Manager (Pipeline), Oil India Limited, P.O. Udayan Vihar, Guwahati-781171.

3.0 OIL reserves the right to refuse issue of tender documents to such parties, about whose competence to OIL is not satisfied, even on payment of tender fee. Company's decision in this regard shall be final. OIL also reserves the right to reject any/all bids and cancel the tender without assigning any reason thereof.

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SECTION – II

INSTRUCTION TO BIDDERS

1.0 PRESPARATION & SUBMISSION OF BIDS :

1.1 The Bid should be prepared under **SINGLE STAGE COMPOSITE BID SYSTEM**. Offers will be made by duly filling in the rates in PART-II (Schedule of Service/Rates). The rates quoted shall be per unit as specified in the Table in PART-II and shall be in words as well as in figures.

1.2 The bidders are to submit the bids by duly filling in the rates in PART-II and submitting the 3 (three) parts viz. PART – I, II, & III enclosed herewith by duly signing each page with Official Stamp as token of acceptance of the terms & conditions in the event of award of contract to them. The rates quoted in PART-II by the bidder along with PART-I, & PART-III should be sealed in an envelope and submitted before the Bid Closing Date & Time. The rates should be written both in figures & in words and the same will have to be signed by the bidder on each page of the Bid document. In case of any discrepancy between the words & the figures, the rates quoted in words will be considered as final.

1.3 No. overwriting shall be allowed. All corrections must be initialed properly.

1.4 The quoted rates shall be inclusive of all Govt. Taxes, Royalties, Fees, Overhead Expenditure etc.

1.5 All the pages of the Bid document shall be signed with Seal by the bidder on each page.

1.6 The sealed envelopes/covers containing the bid should be addressed to **Head (Calcutta Branch), Oil India Limited, 4,India Exchange Place, Kolkata – 700001.** The following details must be clearly marked on the left hand side top corner of the envelope/cover containing the bid :-

- i) OIL's Tender No. :**
- ii) Bid Closing Date :**
- iii) Brief Description of Service :**
- iv) Bidder's Name :**

1.7 Bidders, on their own interest are advised to drop their bids personally in the Tender Box kept in **Oil India Limited, 4,India Exchange Place, Kolkata – 700001.** Alternatively, they may send the same through registered post /courier also. However, Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the bids due to any reason.

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DEADLINES FOR SUBMISSION OF BIDS

2.1 Bids must be received by the Company at the address specified in para 1.6 above not later than Bid Closing Time and Date mentioned in the Forwarding Letter.

3.0 LATE BIDS :

3.1 Any Bid received after the deadline for submission of bids prescribed by the Company shall be out-rightly rejected. No correspondence will be entertained regarding extension of Bid Closing date or delay in receipt of bids by Oil India Limited. Further more, Oil India Limited will not entertain any interim correspondence from the bidder after the Bid Closing date regarding the status of the bid.

4.0 MODIFICATION AND WITHDRAWAL OF BIDS :

4.1 The bidder, after submission of bid, may modify or withdraw its bid by written notice prior to the Bid Closing time and date.

4.2 The bidder's modification or withdrawal notice shall be prepared, signed, sealed, marked and dispatched in accordance with the provisions of para 1.6

4.3 No bid can be modified subsequent to the deadline for submission of bids.

4.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity specified by the bidder on the bid document. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its Bid Security.

5.0 Before submitting the bids, the bidders are advised to consult the Company (Oil India Limited) in their own interest to assess the nature and the extent of the services and the conditions under which the services will be provided.

6.0 AMENDMENT OF BIDDING DOCUMENTS:

6.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid document through an addendum.

6.2 The addendum will be sent in writing or by fax/email/courier/post to all prospective bidders to whom Company issued the bid documents. The company may, at its discretion, extend the deadline for bid submission, if the bidders are expected to require additional time in which to take the addendum into account in preparation of their bids or otherwise also.

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7.0 MINIMUM QUALIFYING CEITERIA :

7.1 Bidder should have experience of successfully completed similar works in PSU/Central Govt./State Govt./large Industries / Corporate / House during last seven years ending **31.03.2011** as given below:-

- i) Three similar completed works each costing not less than 40% of the bid value
or
- ii) Two similar completed works each costing not less than 50% of the bid value
or
- iii) One similar completed work costing not less than 80% of the bid value.

Note : Similar work means transportation of explosive cargo by suitable explosive van within India.

7.2 Average Annual financial turnover of the bidder as per Audited Annual Reports for the last three accounting years should be at least 30% of the bid value

7.2.1 Documentary evidences in respect of para 7.1 and 7.2 above must be forwarded along with the bid.

7.3 The bidder must have Explosive Van(s) engaged for transportation of explosive cargo must have a valid license issued by Competent Authority for transportation of explosives for minimum period of one year from the date of bid opening. **Documentary evidences must be provided in this respect along with the bid.**

8.0 BID SECURITY :

8.1 The Bid must be accompanied by **BID SECURITY for Rs. 17,000.00** (Rupees Seventeen Thousand) only in the form of **Bank Guarantee** as per enclosed form (Annexure-I) from any nationalized scheduled Indian Bank and on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker, valid for **06** (six) months from the date of Bid Closing and enforceable at Jodhpur/Noida/Kolkata/Guwahati, **OR Bank Draft** in favour of OIL INDIA LIMITED and **Payable at Kolkata**. If so desired by the Company, the bidder should extend the validity of Bid Security suitably. Bid Security will not accrue any interest during its period of validity or extended validity.

8.2 Any Bid received without Bid Security will be rejected outright without any further reference.

8.3 The Bid Security of unsuccessful bidders will be discharged and /or returned within 30 days of expiry of bid validity.

8.4 Successful bidder's bid security will be discharged upon the bidder's signing of the contract and furnishing the Security Deposit.

8.5 The Bid Security will be forfeited:-

- a) If any bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the bidder on the tender document, **or**
- b) If successful bidder fails:-
 - i) To sign the contract within reasonable time and within the period of bid validity, and / **or**
 - ii) To furnish Security Deposit.

8.6 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.

9.0 Exemption of Bid Security :

9.1 Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from submitting Bid Security for the items they are registered with NSIC provided they submit their offer for their own product. Valid registration certificate with NSIC indicating the category of item and the monetary limit for which they are registered must be enclosed along with the Bid without which the bidder will not be entitled for exemption.

10.0 BID OPENING AND EVALUATION :

10.1 The Bids will be opened on the Bid Closing date and time mentioned in the Forwarding Letter in presence of duly authorized representatives of the bidders in the Office of Oil India Limited, **Head (Calcutta Branch), Oil India Limited, 4,India Exchange Place, Kolkata – 700001.** However, the bidder's representative must produce an authorization letter from the bidder at the time of opening of bids. Unless the authorization letter is presented, the representative will not be allowed to attend the opening of bids. Only one representative against each bid will be allowed to attend.

10.2 Bids for which an acceptable notices of withdrawal have been received (if any) shall not be opened. On opening of the remaining bids, company will examine them to determine whether the same are complete, requisite Bid Security has been furnished, documents have been properly signed and the bids are generally in order.

11.0 EXTENSION OF BID CLOSING DATE :

11.1 In the event of receipt of only a single offer against the Tender within the Bid Closing Date, Oil India Limited (OIL) reserves the right to extend the B.C. Date as deemed fit by the Company (OIL). However, the bidders who have already submitted the bids on or before the original Bid Closing date, shall not be permitted to revise their bid during the extended period.

12.0 VALIDITY OF BIDS :

12.1 Bids should be valid for acceptance for a minimum period of 75 days from the Bid Closing date. Bids without this minimum validity period will be summarily rejected.

13.0 RESPONSIVENESS AND CORRECTION OF ERRORS :

13.1 For ascertaining responsiveness of a bid, the Company (OIL) will examine the bids to determine whether -

- a) the bid is complete in all respects.
- b) any computational errors have been made.
- c) required sureties have been furnished.
- d) the documents have been properly signed and stamped with official seal.

13.2 The rates should be quoted per unit in the schedule of Rates (PART-II) and shall be in words as well as in figures. Bidders are advised not to overwrite the rates quoted by them. Any correction must be duly initialed by the bidder. In case of discrepancy, the rates quoted in words shall be considered.

14.0 SERVICE AGREEMENT :

14.1 The successful bidder will be required to enter into a formal Service Agreement (which will be based on this Tender) on the OIL's standard form of Agreement, as given in PART-I, II & III and as enclosed.

15.0 PERFORMANCE SECURITY :

15.1 Before signing the formal agreement, the successful bidder will have to furnish the Performance Security equivalent to 2.5% of the total evaluated value of the agreement in the form of Bank Guarantee as per enclosed Annexure-II within 30 days of the receipt of Notification of award of Contract (LOA) failing which OIL reserves the right to cancel the Contract and forfeit the Bid Security. Bidder should undertake in his bid to submit Performance Security as stated above. The Performance Security submitted as above should remain valid for a period of 30 (Thirty) months from the date of award of the contract.

15.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Bidder.

15.3 The Performance Security shall be denominated in the currency of the contract in the form of a Bank Guarantee from any Scheduled Indian Bank on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.

15.4 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOA issued to the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.

16.0 Exemption of Performance Security:

16.1 Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from submitting Performance Security for the items they are registered with NSIC if the contract / order value is less than the monetary limits for which the firm is registered with NSIC.

17.0 OTHER CONDITIONS :

17.1 Employees of Oil India Limited are prohibited from quoting against this Tender and also from getting others to quote on their behalf against this Tender.

17.2 Any dispute arising out of this Tender will be subject to the jurisdiction of the court at Kolkata.

17.3 Oil India Limited (OIL) reserves the right to accept or reject any offer without assigning any reason whatsoever. Oil India Limited's decision in this regard shall be final.

17.4 The bidders must declare the particulars of their relatives, which include spouse, sons/daughters/brothers/sisters/first uncles/cousins and their spouses working with **OIL INDIA LIMITED**, if any, in the enclosed format (PART-III).

17.5 If there is any discrepancy in the Price Schedule between the unit price and the total price (as quoted by the bidders) that is obtained by multiplying the unit price and the quantity, the unit price will prevail and the total price should be corrected accordingly. If there is discrepancy between word and figures, the amount in words will prevail.

18.0 EFFECTIVE DATE AND DURATION OF CONTRACT :

18.1 The contract shall become effective as of the date the Company (OIL) notifies the contractor that they have been awarded the contract and it shall remain in force for a period of 02 (two) years from the date of Letter of Award (LOA) of the contract. The contract may be extended for another one year with mutual consent at the same rates, terms & conditions.

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19.0 Oil India Limited (OIL) reserves the right to accept or reject all bids and to annul the bidding process at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Company's action.

20.0 General Health, Safety and Environment aspect will be as per terms set forth in Appendix - A.

21.0 SET OFF CLAUSE :

21.0 Any sum of money due to and payable to the Contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by the Company (OIL) and set off against any claim of the Company (OIL) (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any contract made by the Contractor with the Company (OIL) (or such other person or persons contracting through the Company).

SECTION – III

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

1.0 BID REJECTION CRITERIA (BRC) :

1.1 Bidders shall offer firm price throughout the validity of the contract and not subject to variation on any account. Bids with adjustable price shall be treated as non responsive and rejected.

1.2 Validity of the Bids shall be minimum 75 days. Bids with lesser validity will be rejected.

1.3 Bids received after Bid Closing date and time shall be rejected. Also, modification of Bids received after Bid Closing date/time shall not be considered.

1.4 Any Bid containing incorrect statement will be rejected

1.5 Bids without original Bid Security as per **Para 8.0 (SECTION II)** and confirmation regarding submission of requisite Performance Security as per **Para 15.0 (SECTION II)** shall be rejected.

1.6 Bids submitted without all the cost details required vide PART II (Schedule of Service/Rates) will be rejected.

1.7 The bidders must submit the bid as per Tender document issued to them. Bids received in other forms will be liable for rejection.

1.8 Tender documents are not transferable. Offers made by bidders who have not been issued Tender documents by the Company (OIL) will be rejected.

1.9 Incomplete bids will not be considered and rejected.

1.10 The bids that do not meet the Minimum Qualifying Criteria as given in para **7.1, 7.2 & 7.3 (SECTION II)** will be rejected.

5.0 BID EVALUATION CRITERIA

5.1 The total evaluated contract value, calculated on the basis of the quantum of services given in PART-II (Schedule of Services/Rates), of all the technically acceptable bids fulfilling the requirements of the Tender and considered to be responsive subject to BRC will be compared for further evaluation. The bids not meeting the terms and conditions of the Tender will be rejected and such bid-prices will not be compared. The lowest bidder, emerging after the price comparison, will be considered for award of the contract.

5.2 All the rates must be quoted in words as well as in figure. If there is any discrepancy in the Price Schedule between the unit price and the total price (as quoted by the bidders) that is obtained by multiplying the unit price and the quantity, the unit price will prevail and the total price should be corrected accordingly. If there is discrepancy between word and figures, the amount in words will prevail.

PART – I

CONDITION OF AGREEMENT

This Agreement made on this Day of’2011 between OIL INDIA LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at Duliajan, Assam and Office at 4, India Exchange Place, Kolkata – 700 001 (hereinafter referred to as the ‘COMPANY’ which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the one part and M/s....., (hereinafter referred to as ‘CONTRACTOR’ which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the other part.

Whereas, the Company desires to engage the Contractor’s transportation services to transport its explosives of imported origin, by road, from New Delhi / Kolkata Airport to Jorajan / Duliajan (Assam).

Whereas the Contractor represent that they are fully competent and willing to provide such services and assure full responsibility for the same at mutually agreed rates as stipulated in PART-II of the Contract

1.0 COMMENCEMENT AND DURATION OF CONTRACT :-

1.1 The Contract shall become effective from the date the Company (OIL) notifies the Contractor that they have been awarded the Contract.

1.2 The Contract shall remain valid for 2 (two) years period. The Contract may. However be extended for another 1 (one) year with the mutual consent of both the parties at the same rates, terms & conditions.

1.3 Notwithstanding Clause 1.2, the Contract may be terminated at any time by either party by giving 90 (ninety) days notice to the other party.

1.4 The Company reserves the right to enter into one or more parallel contracts for the same service during the tenure of the contract.

2.0 NOTICES AND ADDRESS

2.1 For the purpose of this contract, the addresses of the party will be indicated in following format and all notices and correspondences in relation to the present contract sent to the parties at the addresses mentioned below shall be deemed to be sufficient. All such notices as well as invoices and other relevant materials shall be addressed to the parties at such addresses : -

**OIL INDIA LIMITED
15-A, HEMANTA BASU SARANI,
CONTINENTAL CHAMBER,
2ND FLOOR,
KOLKATA – 700 001.**

M/s.....
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3.0 CONTRACTOR'S RESPONSIBILITIES :

Special Terms & Conditions:

The contractor shall be the sole custodian of the consignments delivered to them and shall be held responsible for any act against law after handing over of consignment at Airport to till delivery of consignment at Magzine of OIL, Duliajan.

The contractor shall have to intimate respective Administrative Authority of the states enroute for carrying of explosives and obtain clearance required if any.

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

ii) Normally 4 to 5 days notice will be given by the Company to the Contractor for placement of suitable vehicles at designated places. In case any delay beyond the above period, the Company shall be at liberty to deduct any demurrage incurred in clearance of the Explosives. The Company may also make alternative arrangements for transportation of the goods and any extra cost incurred by the Company in making such alternative arrangements shall be recovered from the Contractor.

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

iv) For all the explosive cargo, as may be entrusted by or on behalf of the Company to the Contractor for carriage, the Contractor shall accept full responsibility and liability in accordance with the provisions of the Carrier's Act, 1865 / Explosives Act-1884 as amended from time to time or any other applicable laws in force.

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

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

vii) The Contractor shall be responsible for any loss whatsoever caused including loss suffered as a result of any criminal activities by their servants and/or agents and/or by any other person.

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

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

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

4.0 DELIVERY OF CONSIGNMENT AT DESTINATION :

- i) The Contractor shall ensure prompt delivery of all the consignments at the advised destinations in a most expeditious manner from the date of handing over of the consignment by the Company. In any case, the consignment must be delivered at the destination within maximum 21 days from the date of handing over.
- ii) In case of any default in maintaining the above delivery period, the Company reserves the right to impose a liquidated damage cum penalty @ 0.5% per week or part thereof subject to a maximum of 7.5% on the freight charges for the total quantity for which the particular delivery order is released.
- iii) No transshipment will be allowed except in case of accident / breakdown of the vehicles.
- iv) The vehicles will be permitted to enter the Company's areas for unloading within the following timing only :-

On Monday to Friday – 7.00 AM to 1.00 PM

On Saturday - 7.00 AM to 8.00 AM

Sunday and Holiday - Not permitted

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

5.0 TAXES :

5.1 Rates are inclusive of all taxes levied as per provision of Income Tax Act, Service Tax Act and any other enactment/rules on income derived/payment received under the contract.

6.0 SECURITY DEPOSIT :

6.1 The Security Deposit submitted by the Contractor in the form of Bank Guarantee favouring the Company shall be returned to the Contractor after successful completion of the Contract. Any default on the part of the Contractor shall lead to forfeiture of the Security Deposit. The Company's decision on this matter shall be final and binding on the Contractor.

6.2 However, as per Clause 1.2 above, if the Contract is extended after completion of original contractual period, the Contractor shall revalidate the submitted bank Guarantee at the desire of the Company.

7.0 TRANSIT INSURANCE :

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

8.0 BILLING / PAYMENTS :

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

9.0 CLAIMS :

9.1 All consignments intended for carriage will be packed according to the normal commercial standards and such packing shall be accepted by the Contractor as adequate for the purpose of this contract and no claim shall be disputed by the Contractor on the grounds of inadequate packing.

9.2 All claims raised by the Company on the Contractor, for which the Contractor is legally liable and shall be settled by the Contractor within a maximum period of 1 (one) month from the date of claim.

9.3 The Company shall be entitled to set off any of its dues/claims on the Contractor for any amount that may become payable to the Contractor.

9.4 The number of packages/bundles/pieces/weight dispatched shall be clearly indicated in the relevant consignment notes and physical delivery shall be affected at the destination by counting/weighing the entire materials. The Contractor shall be responsible to make good any shortage/damage reported by the destination authorities.

10.0 FORCE MAJEURE :

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

11.0 ARBITRATION :

11.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract of breach thereof shall be settled by arbitration in accordance with the rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Kolkata, West Bengal. The award made in pursuance thereof shall be binding on both the parties.

12.0 SUBCONTRACTING :

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

13.0 ADDITIONAL TERMS AND CONDITIONS :

13.1 The Contract may be modified by any additional terms and conditions accepted in writing by both the parties.

14.2 The Contractor shall abide by all the statutory provisions in vogue during the contractual period.

IN WITNESS WHEREOF, the parties hereto have signed this contract on the day and year above written.

FOR & ON BEHALF OF CONTRACTOR

M/s.

Signature :

Name :

Designation :

FOR & ON BEHALF OF COMPANY

M/s. OIL INDIA LIMITED

Signature :

Name :

Designation :

IN THE PRESENCE OF

Signature :

Name :

IN THE PRESENCE OF

Signature :

Name :

PART – II

(SCHEDULE OF SERVICE / RATE)

Srl. No.	Description of Service	UOM	Qty.	Unit Rate (₹)	Amount (₹)
1.	Transportation of explosives in 500 Kg capacity explosive van with 1(one) armed escort from Delhi to Duliajan.	Trip	12		
2.	Transportation of explosive in 1500 Kg. Capacity explosive van with 2(two) armed escort from Delhi to Duliajan.	Trip	8		
3.	Transportation of explosive in 500 Kg. Capacity explosive van with 1(one) armed escort from Kolkata to Duliajan.	Trip	4		
4.	Transportation of explosive in 1500 Kg. Capacity explosive van with 2(two) armed escort from Kolkata to Duliajan.	Trip	3		

- 1) The above estimated no. of trip is for a period of 2 (two) year only.
- 2) Please quote your Lumpsum Charges per round trip consisting of transportation and security and all statutory levies including Service Tax.
- 3) The Security Guards should be present during loading of explosives at Airport and also during unloading at OIL's Magazine at Duliajan, Assam.
- 4) Detection charge @ ₹ 1000.00 per van per day will be paid beyond the free time of 2 (two) working days for each operation of loading / unloading of any vehicle placed.
- 5) The lumpsum charges quoted by you should indicate the break up of the basic charges and other statutory levies including Service Tax.
- 6) The rates incorporated in the contract shall be corresponding to the HSD rate prevailing as on the bid closing date (at Kolkata). In the event of any change in the rates of HSD by the Government of India, the freight rates shall stand revised as under :
 - a) For every one percent (1%) of increase or decrease of HSD price at Kolkata, the freight rates will be increased or decreased, as the case may be by 0.3% (zero point three percent)
 - b) Above changes in freight rates will be applicable only if the HSD price variation is ₹ 1.00 (one) or more.

PART – III

DECLARATION OF PARTICULARS OF RELATIVES WORKING IN OIL INDIA LIMITED

Description of Services : Transportation of explosive cargo by suitable explosive vans of capacity 500 Kg & 1500 Kg from Delhi / Kolkata Airport to Jorajan / Duliajan (Assam) with armed escort for a period of 2(two) years with a provision for extension by another 1(one) year with mutual consent at the same rates, terms & condition.

I do hereby certify that : -

- i) I do not have any of my relatives working in OIL INDIA LIMITED.**
- ii) The following relatives/relatives is/are working in OIL INDIA LIMITED.**

Srl. No.	Name	Relationship	Department
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I declare that I have no other relative/relatives apart from the above who is/are working in OIL INDIA LIMITED.

Relatives would include spouse, sons / daughters, brothers / sisters, first uncles / cousins and their spouses / In-laws.

(Please strike out whichever is not applicable)

APPENDIX - A

GENERAL HSE POINTS TO BE INCORPORATED IN THE CONTRACT

1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health ,Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment , the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2.0 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However , it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4.0 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5.0 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner / Agent / Manager.

6.0 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line .

7.0 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8.0 The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10.0 It will be entirely the responsibility of the Contractor / his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13.0 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14.0 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15.0 If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

16.0 The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17.0 To arrange daily tool box meeting and regular site safety meetings and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor .

19.0 A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

Contd.....P/20

20.0 A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21.0 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22.0 In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23.0 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.

24.0 The contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26.0 For any HSE matters not specified in the contract document , the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

BID SECURITY FORM

To,
Head – Calcutta Branch
Oil India Limited,
4, India Exchange Place,
Kolkata – 700 001.

Whereas (herein after called 'the Bidder') has submitted their Bid No. dated against OIL INDIA LIMITED, 4,India Exchange Place, Kolkata 700001 (hereinafter called 'the Company')'s Tender No..... for providing services of(hereinafter called 'the Bid').

KNOW ALL MEN by these presents that weofhaving our registered office at (hereinafter called the 'Bank') are bound unto the Company, in the sum of for which payment will and truly to be made to the said Company, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this day of

THE CONDITIONS of this obligation are :

1.0 If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder, OR

2.0 If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity :

- a) fails or refuses to accept the Contract
- b) fails or refuses to furnish the Performance Security

We undertake to pay to the Company up to the above amount upon receipt of their first written demand (by way of letter/fax/cable) without the Company having to substantiate their demand, provided that in their demand the Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature & Seal of the Bank

PERFORMANCE SECURITY FORM

To,
Head – Calcutta Branch
Oil India Limited,
4, India Exchange Place,
Kolkata – 700 001.

ANNEXURE-II

WHEREAS M/s.(Name of the Contractor) (hereinafter called ‘the Contractor’) has undertaken, in pursuance of Contract No.dated .../.../..... to provide services for (description of goods and services) (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 by a recognized Bank for the sum specified therein as security for compliance with the Contractor’s performance obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a Guarantee :

THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of Rs..... (amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Contractor to be in default under the contract and without cavil or argument and sum or sums within the limits of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of

Signature & Seal of the Guarantors

Date

.....
Witness