

OIL INDIA LIMITED
NOTICE INVITING TENDERS
TENDER NO: OIL/KGB/15

Oil India Limited (OIL), KG Basin Project, 11-4-7, Nookamma Temple Street, Ramarao Peta, Kakinada – 533004, Andhra Pradesh invites competitive Sealed Bids under Two Bid System from domestic experienced and competent 'Transport Service Provider' for **hiring services of passenger vehicles (Taxi Registration only) alongwith driver on regular basis and on call basis** as and when required for its operations in KG Basin Project. Tender Fee:Rs.2000/-.Sale of Tender document at above office: from 23/05/2011 to 18/ /06/2011.Bid closing date and time: 20/06/2011 at 15-00 Hrs. Techno-commercial Bid opening date and time: 20/06/2011 at 15-00 Hrs. at above Office. **For further details, visit www.oil-india.com.**

- vi) Commercial Bid Opening Date & Time : Will be intimated to the qualified bidders nearer the time.
- vii) Bid Submission Place : OIL INDIA LIMITED
Door No.11-4-7
Nookamma Temple street
Ramarao Peta
Kakinada-533004
Andhra Pradesh
- viii) Bid Opening Place : OIL INDIA LIMITED
Door No.11-4-7
Nookamma Temple street
Ramarao Peta
Kakinada-533004
Andhra Pradesh
- ix) Bid Security Amount : Rs. 60,000.00 (non-interest bearing)
- x) Amount of Performance Guarantee : 2.5% of the total estimated contract value
- xi) Duration Of Contract : 02 (Two) years with provision for extension upto twelve months at the same rate, terms & conditions at the option of OIL.

3.0 We now look forward to your active participation against the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(G C Dev Choudhury)
Chief Manager (Materials)
For General Manager (KGB & BEP)

SECTION – I

INVITATION FOR BIDS

1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed quotations under Single State Two Bid System, from experienced and competent transport service providers, for hiring Services of Passenger Vehicles (Taxi Registration only) along with driver on regular basis and on call basis as and when required for operations in KGB Project.

1.1 Tender No. : OIL/KGB/15

1.2 Bid Closing Date & time : 20.06.2011 (15.00 Hrs. IST)

1.3 Tender fee (Non-refundable): Rs. 2,000.00 [PSUs and SSI units are exempted]

1.4 Bid Security : Rs. 60,000.00- (non-interest bearing)

2.0 **Description of Service:** Hiring of passenger vehicles alongwith drivers as below for operations in KGB Project:

(a) Immediate requirement on regular basis: one number of Indica/ Wagon-R or equivalent – AC on/AC off, one number of Innova or equivalent-fuel-petrol and one number of Scorpio or equivalent– AC on/AC off.

(b) Requirements from Oct./Nov.,2011 on regular basis-Three nos. Scorpio or equivalent – AC on/AC off.

(c) Requirement 'On call basis' for Indica/ Wagon-R or equivalent – AC on/AC off, Innova or equivalent, fuel-Petrol for- 'Dropping at airport/rly. Station, picking up from airport/rly. Station and others including outstation trips.

(d) Occasional requirement of Esteem or equivalent, Lancer or equivalent and Corolla or equivalent, fuel-Petrol.

The duration of the contract shall be two years with provision of further extension upto one year at the option of OIL.

3.0 Non-transferable bid documents can be obtained from the following office of OIL on application and payment of non-refundable tender fee (PSU and SSI Units are exempted) as indicated above through crossed demand draft drawn in favour of Oil India Limited and made payable at Kakinada:

OIL INDIA LIMITED
KGB Project
Door No.11-4-7
Nookamma Temple Street
Ramarao Peta
Kakinada-533004
Andhra Pradesh

Tender documents will be on sale from 16.05.2011 till one day prior to the scheduled Bid Closing Date.

The bid documents are also available at Website -www.oil-india.com and interested tenderer may download the same. In such a case, the tenderer shall deposit the cost of tender documents along with submission of the tender, failing which the tender submitted shall not be considered. Public Sector Undertakings and SSI units are exempted from tender fee.

4.0 OIL reserves the right to refuse issue of tender document to such parties, about whose competence OIL is not satisfied, even on payment of tender fee. Company's decision in this regard shall be final.

5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BIDDING DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:

(a) A forwarding letter highlighting the following points:

- (i) Oil India Limited 's Tender No.
- (ii) Type of Bidding
- (iii) Cost of Bid Document
- (iv) Bid closing date and time.
- (v) Bid opening date, time and place.
- (vi) Bid submission and opening place
- (vii) The amount of Bid Security.
- (viii) The amount of performance guarantee.
- (ix) Duration of Contract

(b) Invitation for Bids (Section - I)

(c) Instructions to Bidders (Section - II)

(d) General Conditions of Contract (Section - III)

(e) Special Conditions of Contract (Section - IV)

(f) Scope of work / Terms of Reference (Section - V)

(g) Bid form & Schedule of Rates (Section - VI)

(h) The Bid Security Form (Section - VII)

(i) The Performance Security Form (Section - VIII)

(j) The Contract Form (Section - IX)

(k) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC)-(Section - X)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

3.0 AMENDMENT OF BIDDING DOCUMENTS:

3.1 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.

3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had 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 bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

4.1 The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

5.1 The bid submitted by the Bidder must be under Single Stage Two Bid System and shall comprise of the following components:

I. TECHNICAL BID

- (i) Documentary evidence in accordance with Para 8.0 below.
- (ii) Bid Security furnished in accordance with Para 9.0 below.
- (iii) Statement of compliance as per **PROFORMA – I** of Section – X.

II. COMMERCIAL (PRICED) BID

Bid Form & Schedule of rates as per Section–VI and **PROFORMA–IIA and PROFORMA–IIB** of Section – X.

6.0 BID FORM:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide Section - VI.

7.0 BID PRICE:

7.1 Unit prices must be quoted both in words and in figures in Indian Rupees only.

7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties and taxes, corporate income taxes, Service tax and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are listed in Bid Rejection Criteria vide Section – X.

9.0 BID SECURITY:

9.1 Pursuant to Para 5.0 above, the Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".

9.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 9.7 below.

9.3 The Bid Security shall be in the form of a bank guarantee issued by a scheduled Indian Bank in the form provided in the Bid Document and valid for 60 days beyond the validity of the bid. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Kakinada.

9.4 Any Bid not secured in accordance with above-mentioned subparagraphs 9.1 to 9.3 will be rejected by Company as non-responsive. However, Public Sector undertakings (central or state) are exempted from submission of bid security. Parties registered with Government Departments are not exempted from submission of bid security against this tender.

9.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

9.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

- 9.7 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 Bid Form, or
 - (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.

10.0 PERIOD OF VALIDITY OF BIDS:

- 10.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.

11.0 FORMAT AND SIGNING OF BID:

- 11.1 The Bidder shall prepare three copies of the bid clearly marking original "ORIGINAL" and rest "COPY". In the event of any discrepancy between them, the original shall prevail.
- 11.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.
- 11.3 The bid should contain no interlineation, correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

C. SUBMISSION OF BIDS:

12.0 SEALING AND MARKING OF BIDS:

- 12.1 The tender is being processed according to a Single Stage - Two Bid procedure. Offers should be submitted in two parts viz. **Technical-bid** and **Price-bid** each in triplicate (One original and 2 copies).
- 12.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".
- 12.3 The cover containing the Technical Bid (Original and 2 copies) should be in one sealed cover bearing the following on the right hand top corner.
- (i) Envelope No.1 Technical bid
 - (ii) Tender No. : -----
 - (iii) Bid closing date: -----
 - (iv) Bidder's name : -----
- 12.4 The cover containing the Commercial (Priced) Bid (Original and 2 copies) should be in a separate sealed cover bearing the following on the right hand top corner.
- (i) Envelope No.2 Commercial (Priced) bid
 - (ii) Tender No. : -----
 - (iii) Bid closing date: -----
 - (iv) Bidder's name : -----

- 12.5 The above mentioned two separate covers containing Technical-bid and Price-bid should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to OIL as mentioned in the "Forwarding Letter".
- (i) Tender No. : -----
 - (ii) Bid closing date: -----
 - (iii) Bidder's name : -----
- 12.6 The offer should contain complete terms and conditions, details of services and equipment/accessories offered, if any. The Bid Security mentioned in para 10.0 should be enclosed with the Technical-bid. **The price Schedule should not be put in the envelope containing the Technical-bid.**
- 12.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA – I** of Section – X. This should be enclosed with the Technical-bid.
- 12.8 Timely delivery of the bids is the responsibility of the Bidders. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/ transit loss.
- 12.9 Fax/E-mail/ Telephonic offers will not be accepted.
- 13.0 **DEADLINE FOR SUBMISSION OF BIDS :**
- 13.1 Bids must be received by the Company at the address specified in the Forwarding Letter not later than the time on the bid closing date mentioned in the letter.
- 13.2 In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- 14.0 **LATE BIDS:**
- 14.1 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected and returned.
- 15.0 **MODIFICATION AND WITHDRAWAL OF BIDS :**
- 15.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing.
- 15.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and despatched in accordance with the provisions of para 12.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 15.3 No bid can be modified subsequent to the deadline for submission of bids.
- 15.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.
- 16.0 **BID OPENING AND EVALUATION**
- 16.1 Company will open the Bids, including submission(s) made pursuant to para 15.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 16.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 15.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are

complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

- 16.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, and such other details as the Company may consider appropriate.
- 16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.2.
- 16.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

17.0 OPENING OF PRICE-BIDS

- 17.1 Company will open the Price-bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Bidders will be intimated about the bid opening date in advance.
- 17.2 The Company will examine the Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 17.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

18.0 EVALUATION AND COMPARISON OF BIDS :

- 18.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Section-X) of the tender document.

19.0 CONTACTING THE COMPANY :

- 19.1 Except as otherwise provided in para 15.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 16.5.
- 19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

D. AWARD OF CONTRACT

20.0 AWARD CRITERIA:

- 20.1 The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

21.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

21.1 Company reserves the right to accept any bid and to reject any or all bids.

22.0 NOTIFICATION OF AWARD:

22.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

22.2 The notification of award will constitute the formation of the Contract.

23.0 SIGNING OF CONTRACT:

23.1 At the same time as the Company notifies the successful Bidder that his Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.

23.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

24.0 PERFORMANCE SECURITY:

24.1 Within 10 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the Performance Security Form as provided in the Bidding Document or in any other form acceptable to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

24.2 The performance security specified above must be valid for one (01) month beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

24.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

(END OF SECTION – II)

SECTION –III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled 'Hiring of passenger vehicles of different segments along with driver on call basis as and when required for operation within the NCR region and its adjacent states' and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the first passenger vehicle along with driver is hired by the Company as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:

- 2.1 The Contract shall become effective as of the date the company notifies the successful bidder(s) that they have been awarded the Contract from and it shall remain in force for a period of two year on regular requirement and on call on basis (as specified in the Forwarding Letter) from the date of commencement. The Contract may be extended upto another one year or lesser period at the option of the Company at the same rates, terms and conditions.
- 2.2 Subsequent extension of the Contract will be on rates, terms and conditions to be mutually agreed upon between the parties.

3.0 CONTRACTOR'S PERSONNEL:

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be

deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.

3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.

3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors are employees or agents of Company. Company is authorised to designate its representative, who shall at all-time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the vehicles and control deployment program of vehicle or examine records kept at vehicle/site by Contractor.

4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.

4.3 Except as otherwise provided in the Terms of Reference/Scope of Work and the special conditions of contract, Contractor shall provide experienced and physically fit drivers with valid driving license as required to perform the work.

4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.

4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.

4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF COMPANY:

5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.

5.2 Allow Contractor and its drivers access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 PAYMENT TERMS

As defined under para 12.0 of Section – V.

7.0 PENALTY:

As defined under para 6.0 of Section – V.

8.0 TAXES AND DUTIES

- 8.1 All taxes whether Corporate or Personnel will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of driver/sub-contractor or other contracts awarded to other parties.
- 8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

9.0 SUBSEQUENTLY ENACTED LAWS:

Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

10.0 USE OF COMPANY'S EQUIPMENT [**Not applicable against this tender/contract**]:

- 10.1 ~~Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.~~

11.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly

authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

12.0 CONFIDENTIALITY:

12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.

12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

13.0 NOTICES:

13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

COMPANY

OIL INDIA LIMITED

KGB Project

Door No.11-4-7

Nookalamma Temple street

Ramarao Peta

Kakinada-533004

E-MAIL: oilkgbproject@gmail.com

CONTRACTOR

13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

(END OF SECTION - III)

SECTION –IV

SPECIAL CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL

- 1.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operational management. Company's representative shall have the authority to order any changes within the general scope of work herein under to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor, monitor the services so as to ensure timely/orderly execution of obligations of the Contractor under the Contract. He shall also have the authority to oversee the execution of the Contract by the Contractor and to ensure compliance of provisions of the contract.
- 1.2 There shall be free access to the vehicles provided by the Contractor during operations and idle time by Company's representatives for the purpose of observation/inspection in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the Contract.

2.0 PROVISION OF PERSONNEL AND FACILITIES

- 2.1 The Contractor shall provide competent and experienced Driver (s) for the services as per provision of this contract. On Company's request, Contractor shall remove and replace at their own expenses, any of their personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Driving license, Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data, if and when asked by the Company's representative.
- 2.2 The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation, vacation, salaries and all amenities, termination payment at no charge to the Company.

3.0 INSURANCE

- 3.1 Contractor shall arrange comprehensive insurance to cover all risks in respect of the vehicles and personnel/driver belonging to Contractor or its sub-contractor during the currency of the contract.
- 3.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
- a) Comprehensive workmen compensation insurance as required by the laws of the country of origin of employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage to property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
 - d) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits as per Indian Insurance Regulations.
- 3.3 Contractor will obtain additional insurance or revise the limits of existing insurance as per Company's request and provided the same is permissible as per India Insurance Regulations, in which case additional cost shall be to Company's account.
- 3.4 If any of the above policies expire or is cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then Company may renew/replace the same and charge the cost thereof to the Contractor. Should there be a lapse in any insurance required to be carried by Contractor hereunder for any reason whatsoever, loss/ damage claims resulting therefrom shall be to the sole account of Contractor.

- 3.5 Contractor shall require all of their sub-contractors to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this contract.
- 3.6 All insurances taken out by Contractor or their sub-contractors shall be endorsed to provide that the underwriters waive their rights of recourse on Company.

4.0 LIABILITY

- 4.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and or his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 4.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 4.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 4.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 4.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 4.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 4.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 4.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

5.0 CONSEQUENTIAL DAMAGE

5.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

6.0 WITH-HOLDING

6.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :

- (a) For non-completion of jobs assigned as per Section-V.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) With-holding will also be effected on account of the following :
 - i) Garnishee order issued by a Court of Law in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .

6.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

6.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

7.0 APPLICABLE LAW

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

7.1 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract :

- a) The Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act. 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- f) The Employees Pension Scheme, 1995.

- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- i) Act related to Uttar Pradesh/Delhi Taxes.
- j) Service Tax Act.
- k) Customs and Excise Acts and rules framed thereunder

8.0 MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 8.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.

9.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY

Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

(END OF SECTION – IV)

SECTION – V

SCOPE OF WORK / TERMS OF REFERENCE

1.0 INTRODUCTION

This section establishes the scope and schedule for the work to be performed by Contractor and describes references, specifications, instructions, standards and other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work.

2.0 DESCRIPTION OF SERVICES

OIL requires a competent and experienced service provider to provide services of passenger vehicles alongwith drivers, as below for operations in its KGB Project:

(a) Immediate requirement on regular basis: one number of Indica/ Wagon-R or equivalent – AC on/AC off, one number of Innova or equivalent-fuel-petrol and one number of Scorpio or equivalent– AC on/AC off.

(b) Requirements from Oct./Nov., 2011 on regular basis-Three nos. Scorpio or equivalent – AC on/AC off.

(c) Requirement 'On call basis' for Indica/ Wagon-R or equivalent – AC on/AC off, Innova or equivalent, fuel-Petrol for- 'Dropping at airport/rly. Station, picking up from airport/rly. Station and others including outstation trips beyond 250 KMs.

(d) Occasional requirement of Esteem or equivalent, Lancer or equivalent and Corolla or equivalent, fuel-Petrol.

3.0 Special Conditions:

3.1 The vehicles provided shall be **brand new or not older than two years at any point of time of the contract** and must be in sound mechanical as well as physical condition. The vehicles must have necessary permit(s) as required under Motor Vehicle Act or any other regulation(s), rules, laws, etc. of the statutory Govt. authority to run as hired vehicle(s) in Andhra Pradesh and Pudducherry or other state as applicable. Contractor shall be fully liable/responsible whatsoever in this regard.

3.2 The Contractor must provide vehicle(s) at the designated place and time at one hour notice upon receiving verbal/telephonic/written instructions from Company's authorized representative.

3.3 Maintenance of the vehicles shall be provided by the Contractor at his own cost to keep the vehicles in sound mechanical and physical condition. **The driver should be well mannered and obey instructions of the Officer to whom he would be rendering the services.**

3.4 Employment of drivers and payment of wages to the drivers of the vehicles provided against the Contract shall be the responsibility of the Contractor.

4.5 **The drivers must have uniform and mobile phones. They must possess valid driving license and must be conversant with the various routes and locations of Andhra Pradesh and Pudducherry.**

4.6 OIL will prefer to provide an orientation programme to the drivers to make them conversant with the duty patterns and manners. Accordingly, the contractor will be required to provide the list of drivers they would like to deploy for duty against the contract.

4.7 In the event of a breakdown to any vehicle on way to the pre-decided destination, the Contractor must arrange replacement of vehicle within a reasonable time not exceeding one hour. Failure on the part of the contractor to provide replacement vehicle, penalty will be levied as per the provisions of the contract.

4.8 The model and brand of the vehicles including the **type of fuel used** must be invariably mentioned in the duty slip (as enclosed vide Appendix-I) as well as in the bills. Bills accompanied by incomplete duty slips will not be entertained.

4.9 The Contractor should submit the original RC Books of vehicles supplied to OIL for verification by OIL's Administration Department to determine and satisfy on the vintage, ownership, etc. of vehicles before processing the bill for payment and on demand at any time.

4.10 The following points need specific attention and compliance –

- The vehicles should carry basic tools like spare tyre, screw-jack, ropes etc.
- The boot space must be neat and clean and the entire space should be made available for passengers' luggage.
- Contractor's supervisor will ensure to take the consent of OIL's representative the type of vehicle to be deployed and must adhere to the instruction accordingly. In case, the vehicle deployed is not as directed and is an inferior vehicle, penalty will be levied as applicable.
- The drivers must take position at assigned places (particularly in the Railway Stations and Airports) and hold the placard to invite attention of the arriving officer.
- Whenever the Mobile Number of the officer is given, an SMS is to be sent by the supervisor or by the driver giving the vehicle number etc.
- The driver should be provided with a card having the name of the driver, Mobile number, Car number. etc. The same has to be handed over to the officer concerned to whom the duty is being allotted.

4.11 The Contractor must have their office at Kakinada.

5.0 Meter Reading/Resumption of Duty:

(i) Opening and closing of meter (Mileage) shall be on the basis of place of reporting to place of release. However, the duration considered for payment shall be that for which the Car is in actual possession of OIL (i.e. Opening and closing time as recorded in the duty slip).

(ii) Bidders are required to provide detailed address/location of their garage.

(iii)Supervisor: The contractor will nominate a supervisor specifically to attend/co-ordinate OIL's duties.

6.0 PENALTY:

6.1 The Contractor should provide the appropriate vehicle of the requisite specification at the specified time and at the designated place with a minimum notice period of one hour from the Company's authorized officer. However, the requirement of vehicles will be normally intimated to the Contractor one day in advance. In the event of Contractor's failure to provide vehicles as above, the Company reserves the right to make alternative arrangements at the risk and cost of the Contractor and any additional expenses whatsoever incurred by the Company for the alternative arrangement, arising out of the default on the part of the Contractor, will be deducted from pending bills and/or Performance Security of the Contractor without any notice. Additionally, such default shall attract a penalty of Rs. 500.00 (Rupees five hundred) per occasion per vehicle.

6.2 The vintage of the vehicles at the time of providing services should not be more than 2 (two) year. In case the Contractor is unable to deploy vehicles of requisite vintage/specification as per Company's requirement, he can deploy substitute vehicles with vintage not more than three years for which deduction of Rs. 200.00 per occasion per vehicle will be made from their bills. However, under no circumstances vehicles with vintage more than 3 (three) years shall be provided. Such substitute vehicles shall be acceptable upto 5 (five) days in a calendar month. If the contractor provides such substitute vehicles regularly, the Company may terminate the contract.

6.3 Contractor shall provide First Aid Box as defined in Motor Vehicle Act 1988 in the vehicles. Failure to provide the First-Aid Box shall attract a penalty of Rs. 100.00 per occasion per vehicle.

6.4 Proof of having paid all taxes, insurance etc. shall be available in the vehicle for checking by the Company, the absence of which shall attract a penalty of Rs. 500.00 per occasion per vehicle.

6.5 Drivers driving the vehicles should have valid driving license, shall be well dressed in uniform (to be provided by the contractor at his own cost) and good mannered having full knowledge/idea about road, place & traffic rules etc. Failure of driver to wear uniform will attract a penalty of Rs.100.00 per occasion per vehicle. No driver shall be deployed below the age of 21 Years and more than 58 Years.

6.6 In case of any dispute arising out of the services rendered by the Contractor, Company's decision shall be final and binding on the Contractor.

7.0 OBLIGATIONS OF THE CONTRACTOR

7.1 The Contractor shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.

7.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicles and operations envisaged under this contract including liability under the Statutory Act or any other. Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this contract shall have to be performed by the Contractor only and shall be his/her/their sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/her/their own cost all the provisions of the Motor Transport Workers Act 1961 and other statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this contract in the area of operations of the Company.

7.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Contractor for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Contractor will be solely against the Contractor and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Contractor against the services envisaged under this agreement shall have to be settled and satisfied by the contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this contract shall also be deemed as a default.

7.4 The Company shall neither entertain any demands from the employees of the contractor nor deal directly or indirectly with any recognised or un-recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the contractor to deal, interact and settle any demands or disputes of his/her/their employees individually or through any unions or otherwise and the company shall not mediate in this matter at all.

7.5 Any unsettled disputes between the Contractor and his/her/their employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such strike, whether legal or illegal, the vehicle shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this contract would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company.

7.6 The Contractor shall ensure that the vehicles deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the company's representative shall be deducted from the contractor's outstanding bills. The Company's decision in this regard shall be final and binding.

7.7 The Contractor will keep the Vehicles at the Company's site/yard as directed by the Company's Engineer at the end of the day's work. The contractor found violating this will be liable for breach of contract.

7.8 The Contractor must provide the vehicles for duties in time on any particular day as per the instructions of the company's representative. In the event of failure to adhere to the foregoing or in the event of unauthorized release of the vehicles before completion of the normal duty hours, the vehicles shall be treated as shutdown and will attract penalty for each such failure.

7.9 The contractor should ensure that the driver/supervisor (as applicable) are available for round the clock operations. During off-days or leave period of the regular drivers/crew, proper replacement as per contractual requirements must be provided. In the event of failure to do so would tantamount to a default, in which case penalty shall be deducted from the Contractor as per provision of this contract.

- 7.10 The Contractor shall only undertake jobs/journeys authorised by the Company's representative. Any unauthorised jobs/journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the contract without any compensation to the Contractor on any account whatsoever.
- 7.11 The Contractor will indemnify the company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.
- 7.12 The contractor shall operate the service envisaged under this contract in an efficient, workmen like manner as per the instructions of the Company's Engineer. The contractor shall abide by the Company representative's instructions always and ensure continuous uninterrupted service on day-to-day basis.

8.0 Particulars, specifications and instruction to the contractor

- 8.1 The Contractor shall instruct his/her/their driver/supervisor suitably to ensure that while operating all safety & precautionary measures as enforced are necessarily observed. Any breach of law due to violation shall have to be redressed by the Contractor entirely at his/her/their own cost.
- 8.2 The Vehicles described/set out in this contract must be equipped with all standard fittings, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Act, 1988 and other norms set out by competent authority.
- 8.3 The vehicles must all times be comprehensively insured against all risks and also registered and must possess valid permit etc. as raised by the law.
- 8.4 The driver(s) must possess valid and relevant licenses with experience in carrying out similar jobs.
- 8.5 The Vehicles must be registered with the RTO and periodic requirements of fitness, test, must be complied with the evidences produced to the Company's representative in this regard as and when required by him/her/them.
- 8.6 The Vehicles must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the company.
- 8.7 The Contractor must ensure timely renewals of all licenses and permits within the due dates.
- 8.8 The Vehicles must be maintained in first class job worthy, sound mechanical condition along with availability of all tools, slings etc.
- 8.9(a) Speedometer and kilometreage gauges must be maintained at a high standard of accuracy. Any defects noticed by the Company's representative at any point of time must be rectified forthwith by the contractor at his/her/their own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's representative/user of the vehicle. The Company's decision in this regard shall be final and binding on the Contractor.
- 8.9(b) Monthly payments shall be regulated according to the corrected readings.
- 8.10 All employees of the contractor who are deployed under this service contract must observe the security and safety rules of the company. Any individual found to be objectionable from security consideration must be replaced forthwith by the Contractor.
- 8.11 The Contractor(s) shall furnish together with related power of attorney the names and specimen signature(s) of the authorized representative(s) who will be overall in-charge of the Contractor's organisation to carry out its obligations including preparation of bills, receipts of cheques etc.
- 9.0 RIGHTS OF COMPANY'S REPRESENTATIVE:
- 9.1 Company's representative may check the vehicles and all the relevant documentation such as Registration, Fitness certificates and licenses. Such inspection/test shall be carried out entirely at the Contractor's risk and cost. If the vehicles are found deficient or defective in any manner, these will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's representative.

- 9.2 The Company's representative shall arrange for allocation of the vehicles' duty to the various areas/locations.
- 9.3 Upon deployment of the vehicle to a specified site the vehicle shall have to be provided by the Contractor to the satisfaction of the Company's representative/user.
- 9.4 The Company's representative shall have power amongst others as follows:
- a) Allocate the jobs to be carried out on a daily basis for the vehicles and regularly monitor the same.
 - b) Instruct the Contractor from time to time for inspection as may be necessary for the proper and adequate services and for keeping such records as are deemed necessary.
 - c) Instruct the contractor to replace by more suitable driver engaged for operating the vehicles or for general management of the service, when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her/their employees or workmen in any manner whatsoever arising out of their removal or replacement.
 - d) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
 - e) Refuse the services of any vehicle found in deteriorated conditions and order the Contractor to rectify the defects.
 - f) Instruct the Contractor to keep the vehicle at a specified place within the Company's premises areas.
 - g) Instruct the Contractor to utilise the services beyond the normal working hours.
 - h) Instruct the Contractor to undertake authorized jobs at specified location(s).
 - i) Undertake periodic inspection of the vehicle as per programme as may be decided by him/her/them. Such inspection shall be carried out in the presence of the Contractor or in the presence of his/her/their-authorized representative. Such inspection/test carried out by the Company shall be at the contractor's cost and risk.
 - j) Instruct the contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely. Instruct the contractor to remove the vehicle, in respect of which the defects as afore stated which have been detected upon inspection/test periodically by the company, which have remained unrectified.
 - k) Instruct the Contractor to remove the vehicle in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
 - l) Check the speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the speedometer and kilometer readings are found to be defective.
 - m) Instruct the contractor to furnish the names of all operators and crew with full particulars at the time of commencement of the service or on any occasion when such driver(s) / crew are required to be replaced for any reason.
- 9.5 The Contractor would at all times obey the instructions of the company's representative and ensure compliance of the above mentioned orders and instructions.
- 10.0 The contractor shall commence to provide regular and continuous service by placing the vehicle as per this agreement.
- 10.1(a) In case of accidents and consequent non-availability of vehicle, pro-rata fixed charges will be deducted but the same will not attract penalty if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor shall be required as mandatory in addition to other proof to be submitted and accepted by the Company Representative. However, this will not be applicable in case of;
- (i) Accidents caused by rough/rash driving/operation or because of negligence of operator engaged.
 - ii) Where a FIR is lodged by a third party and services of the Vehicle(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the Vehicles will be treated as shut down and will attract penalty.
- (b) In case of accidents or otherwise leading to damage/breakdown of the vehicle the time required to repair and place back the vehicle into company' service shall be decided by the Company's representative which shall be

final and not alterable. On expiry of such allotted time, pending placement of vehicle(s) penalty will be recovered in addition to the deduction of pro-rata fixed charges.

- (c) In case of Bundhs, Rasta Roko, Strike etc. called by other organisation and not by any OIL Contractors Association if the vehicle is not available for operations due to absence of operator or otherwise the vehicle will be treated as shut down and pro-rata fixed charge will be deducted. However, if Company feels such shut down could have been avoided penalty will be imposed and shall be recovered from the subsequent bills of the Contractor with proper intimation.

11.0 TERMINATION:

- 11.1 In the event of the Contractor's failure to place the vehicles in due time or render proper services as per terms of this contract, the Company reserves the right to terminate the contract in full or partly. This service contract shall stand terminated and contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.
- 11.2 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this contract in whole or in part, if the Contractor fails to perform any of his/her/their obligations under this agreement or if the Contractor does not cure/remedy his/her/their failure/defects immediately upon receipt of notice from the Company or during any such time as the Company may advise in writing. Company will not pay any damage or compensation on account of such termination except for payment then due to the Contractor towards successful operations till the date of termination.
- 11.3 In the event of Company terminates the contract in whole or in part pursuant to clause No. 11.2, the Company may hire, upon such terms and in such manner as may deem appropriate similar services and in such cases the contractor shall be liable for any excess costs incurred by the company in this regard. However, the contractor shall continue performance of the Contract to the extent not terminated.
- 11.4 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or affect any right of action or remedy which occurred or will occur thereafter to the Company.
- 11.5 The Company may issue written notice to the Contractor to terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for company's convenience, the extent to which performance of service under this agreement is terminated and the date from which such termination becomes effective, will be at least 07(seven) days after the date of the notice of termination. If the Company exercise this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The contractor will not be entitled to any damages or compensation on account of such termination.

12.0 PAYMENT TO THE CONTRACTOR

- 12.1 The Contractor will have to submit their bills in triplicate at the beginning of each calendar month for the services rendered against the calls of the previous month. The bills must be accompanied by the duty slip (as enclosed vide Appendix-I) duly filled and complete in all respect and certified by the user. Bills accompanied by incomplete duty slips will not be processed and any delay in payment arising out of the same shall be attributable to the Contractor.
- 12.2 Bills submitted by the Contractor will be crosschecked by the Company with the records maintained by the Company. Wherever discrepancies are found the company will have right to make necessary corrections in the bills submitted by the Contractor before certifying the same for processing payment.
- 12.3 The Company will make payment on monthly basis against satisfactory and successful completion of service of each call subject to adjustment/deduction as necessary as per the provisions of the contract, and shall pay within 30 (thirty) days from the date of receipt of undisputed bill in respect of all vehicles deployed during the month.

13.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the vehicles envisaged under the Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Contractor only and shall be his/her/their sole responsibility.

14.0 The terms of this Service Agreement shall be for a period of 02(two) years only commencing on _____ and expiring on _____ which later date of this agreement shall stand terminated without requiring any notice from either party to the other. If so desired, the company may extend the said service agreement for a further period of upto one year at the same rates, terms and conditions if the services are found to be satisfactory and the /contractor shall have no option to refuse such extension.

15.0 FORCE MAJEURE:

Force Majeure means except or otherwise specified in the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under the Agreement, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The terms "Force Majeure" as employed herein shall include Acts of God, War, Revolt, Riots, Fire, Flood, illegal & unlawful Strikes, Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's vehicle(s) is/are to travel. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 48(forty eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his/her/their claim. The Force Majeure (Exemption) clause of International Chamber of Commerce (ICC Publication No. 421) will be applicable under this Contract.

16.0 ARBITRATION:

16.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.

16.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Kakinada/Noida.

(END OF SECTION – V)

SECTION – VI

BID FORM AND PRICE SCHEDULE

(A) BID FORM

Date :
Tender No. :

OIL INDIA LIMITED
Door No.11-4-7
Nookalamma Temple street
Ramarao Peta
Kakinada-533004
Andhra Pradesh

Gentlemen,

Having examined the General and Special Conditions of the tender and the terms of reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we, the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence the work within 7 (seven) days calculated from the date of receipt of Letter of Intent from the Company or as required by the Company after 7 days.

If our bid is accepted, we will obtain the guarantee of a Bank for a sum not exceeding 2.5% of the total estimated contract value, calculated as per PROFORMA – IIA (Section – IX) for the due performance of the Contract.

We agree to abide by the bid for a period of **120 days** from the date fixed for bid closing under paragraph 13.0 of the Instructions to Bidders (Section-I) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept lowest or any bid you may receive.

Dated this _____ day of _____ 2011.

(SIGNATURE)

(In the capacity of)

Bidder's Name : _____
Bidder's address: _____

B) SCHEDULE OF RATES :

Bidders must indicate charges and rates in the prescribed Price Schedule Format (Proforma-II) for all categories of vehicles in the following manner:

1.Immediate Regular requirements(12 hrs. daily) of one number of Indica/ Wagon-R or equivalent – AC on/AC off, one number of Innova or equivalent and one number of Scorpio or equivalent– AC on/AC off and from October/November, 2011, regular requirement of 3 nos. Scorpio or equivalent- AC on/AC off(12 hrs. daily):

The fixed charges quoted should be inclusive of minimum wage payable to driver as per Minimum Wage Act, all applicable taxes, statutory levies, insurance, uniform, overtime payable beyond the period of 8 hrs. upto 12 hrs. every day ,tools, spares, lubricants etc.

2. Charges for Duty upto minimum 8 hours and 80 KM:

Bidders are to quote rate per KM for hiring vehicles for a minimum period of 8 hours and minimum running of 80 KM per occasion. For operation of the vehicle beyond 80 KM, extra charges will be paid to the contractor at the same rate and for operation beyond 8 hours, extra charges will be paid at the rate as per item No. 6b.

2.1 Extra charges/Hr. beyond specified limit against item No. 6b:

Bidders are to quote for extra charges per Hour, which will be payable to the contractor if the total duration of duty exceeds 8 Hrs. against item No. 6a.

3. Charges for Duty upto minimum 4 hours and 40 KM:

Bidders are to quote rate per KM for hiring vehicles for a minimum period of 4 hours and minimum running of 40 KM per occasion. For operation of the vehicle beyond 40 KM, extra charges will be paid to the contractor at the same rate and for operation beyond 4 hours, extra charges will be paid at the rate as per item No. 7b.

3.1 Extra charges/Hr. beyond specified limit against item No. 7b:

Bidders are to quote for extra charges per Hour, which will be payable to the contractor if the total duration of duty exceeds 8 Hrs. against item No. 7a.

4. Charges for Pickup and Drop from point to point:

Bidders are to quote lumpsum fixed charges for pick up and drop between two predetermined places as indicated in PROFORMA-II (A).If the distances exceed the limit as incorporated in PROFORMA IIA, charges will be calculated/considered proportionately.

5. Night Halt Charge:

Bidders are to quote night halt charge per night, which will be paid to the contractor if the vehicle is required to stay overnight and the same should include expenses of the driver excepting 'overtime'.

6. Occasional requirement of Esteem or equivalent, Lancer or equivalent and Corolla or equivalent:

Bidders to quote the same considering all the expenses considering minimum 12 hrs. and 80 Kms(from 'Garage to Garage' located at Kakinada. Services beyond the same will be paid proportionately.

Note:

1. All the above charges against the tender should include rentals, all applicable taxes and duties (including Service Tax), insurance, wages, transport etc. of the driver/supervisor and their other emoluments, which the Contractor will have to provide at all times essentially for the uninterrupted operation of the services envisaged under this

contract. The Contractor shall have to ensure full compliance with Motor Vehicle Act 1988, Motor Transport Workers Act 1961 and 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 services which must include minimum wages as per the aforesaid acts, statutory/weekly offs, holidays, overtime, annual leave, uniforms, safety gears 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 the same, if any, will be borne entirely by the Contractor. The fixed charges payable under this contract shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this contract due to revision in the Minimum Wages Act as applicable shall be borne solely by the Contractor and deemed to be included in the fixed charges per month.

2. Payment will be made for actual running of Kilometers and hour of utilization as per the Schedule of Rates. Calculation shall be made on pro-rata basis up to the nearest half an hour and Kilometers will be rounded-off to the nearest whole number.
3. **Adjustment of Rates due to Change in Fuel Price:** The Rates shall remain firm throughout the duration of the Contract. However, in the event of any change in Petrol/Diesel price in Kakinada during the currency of the contract, per KM rates in the contract shall be adjusted (increased/decreased) by 0.3% (zero point three percent) for every 1% (one percent) of increase or decrease of fuel price at Kakinada. The base rates of fuel for this purchase will be the rates prevailing at Kakinada on the date of Bid Opening.
4. Parking charges/toll charges/Interstate entry tax shall be reimbursed by OIL at actual against documentary evidence of such payments.
5. No charges will be paid to the contractor for running of vehicle(s) from garage to the point of reporting and from point of dropping to garage or for waiting in the airport/railway station due to late arrival of flight/train. However, for the vehicles utilised as per PROFORMA-IIB, distances will be considered from 'garage to garage' at Kakinada.
6. When the same vehicle is used for dropping and pick-up (Srl 5 of PROFORMA IIA), the driver will be entitled to 'extra charges' as per Srl.1c/2c/3c of PROFORMA-IIA, as applicable for the extra time during dropping and picking-up.
7. If the vehicle used for pick-up is attached to somebody for the remaining period of the day, the remaining period to be considered as per 6a/7a, as applicable.

(END OF SECTION – VI)

SECTION – VII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder)_____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of certain oilfield services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (_____) * for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this _____ day of _____, 2011.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
Or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) without Company having to substantiate its demand, provided that in its demand 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 the date (date of expiry of bank guarantee should be minimum 60 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

* The bank should insert the amount of guarantee in words and figures

Date:

Signature of issuing authority of Bank with
designation seal and seal of the bank.

(END OF SECTION-VII)

SECTION – VIII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To : (Name of Company _____)
(Address of Company _____)

WHEREAS (Name and address of Contractor) _____
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. _____ dated _____ 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 by a recognized bank for the sum specified therein as security for compliance with his obligations in
accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOFRE we hereby affirm
that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of
Guarantee) * _____ (in words) _____ such sum 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 the
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 modifications of the terms of the contract or of the work to
be performed there-under or of any of the contract documents which may be made between you and Contractor shall
in any way release us from any liability under this guarantee, and we hereby waive notice of any such change,
addition or modification.

This guarantee is valid until the date (.....) one month after Contract completion.

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank
Address
Date

* An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the
forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency
acceptable to the Company.

NOTE : Bidders are not required to complete this form while submitting the Bid.

(END OF SECTION-VIII)

SECTION – IX

SAMPLE FORM OF AGREEMENT

THIS AGGREETMENT is made on the day of..... 2010, between (Name of Company)- _____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works) _____ and has, by Letter of acceptance dated (Date of Letter of Acceptance) _____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - a) This form of Agreement,
 - b) The Letter of Acceptance,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications and
 - e) The Priced Bid and Quantities,
 - g) The Schedules of Supplementary Information,
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name _____

On behalf of the Contractor
in the presence of:

(END OF SECTION - IX)

SECTION – X

BID REJECTION / EVALUATION CRITERIA (BRC/BEC)

1.0 BID REJECTION CRITERIA

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case the equipment and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

- 1.1 The bidder offering their services must have their own fleet of vehicles of minimum 5 Nos. registered as Taxi in the firm/owner's name and the vintage of the same should not be more than 2 years. (i.e. make not earlier than April, 2009). The bidders must submit along with their technical-bid, copies of Registration Certificate of the vehicles as documentary evidence. Bids without such documentary evidence will summarily be rejected
- 1.2 The bidders must have minimum 5 (five) years' experience of rendering such services as on 31.3.2011. Documentary evidence in this regard in the form of certificate from PSUs/reputed organizations to whom the services were rendered along with copies of contracts etc. to be submitted, without which the offer will be rejected.
- 1.3 The bidder must have Average Annual financial turnover as per Audited Annual Reports for the last three accounting years, should be at least Rs.10.00 Lakhs.
- 1.4 Experience of having successfully completed similar works during last 7 years ending on 31.03.2011 should be either of the following:
 - a) Three similar completed works each costing not less than Rs. 12.00 Lakhs
 - or
 - b) Two similar completed works each costing not less than Rs.15.00 Lakhs
 - or,
 - c) One similar completed work costing not less than Rs. 24.00 Lakhs.

N. B.— "Similar Work" means transport services provided with passenger vehicles to Government Departments, PSUs or any other reputed private sector organizations during the last 7 (seven) years ending on 31.03.2011.

- 1.5 Bidders must quote in accordance with the price schedule outlined in **PRICE BID FORMAT (PROFORMA-II)** of tender document; otherwise the Bid will be rejected.
- 1.6 Bidders shall furnish the "Bid Security" for the amount as specified in the 'Forwarding Letter'. Any Bid not accompanied by Bid Security will be rejected
- 1.7 A Bid received through, or in the form of, a fax or email will be rejected.
- 1.8 Bid documents shall be typed and all pages of the original Bid shall be signed by the Bidder's authorized representative.
- 1.9 Any interlineations, erasures or overwriting in the Bids necessary to correct errors made by Bidder, shall be initialed by the Bidder's authorized representative. White/correcting fluid shall not be used for making corrections. A Bid not meeting these requirements shall be rejected.
- 1.10 Any Bid containing a false statement shall be rejected.
- 1.11 The Bid documents are not transferable. Offers received from unsolicited Bidders will be returned, unopened.
- 1.12 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected and returned unopened.
- 1.13 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation except as per the provisions of the contract. Bids with adjustable price terms will be rejected.
- 1.14 There must be no exception to the following Clauses including sub-clauses, as applicable, otherwise the Bid will be rejected:

- Performance Security Deposit Clause
- Penalty Clause
- Tax liabilities Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Liability Clause

1.15 No deviation or exception will be accepted in the clauses covered under BRC/BEC.

1.16 To determine the substantial compliance of a Bid, Company reserves the right to ask the Bidder for clarification of clauses covered by the BRC/BEC. Such clarifications to ensure compliance with the BRC/BEC clauses must be received on or before the deadline given by Company or the Bid will be rejected.

1.17 The bidders have to quote for all the items as per the PROFORMA IIA and PROFORMA IIB failing which the bid will be considered as incomplete and straightway rejected.

NOTE: If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.

2.0 BID EVALUATION CRITERIA (BEC)

2.1 Bids will be technically evaluated on the requirements of the tender. The bid should meet the requirements and specifications in the Bid Document.

2.2 Bids conforming to the technical specifications, the terms and conditions stipulated in the tender and conforming with the Bid Rejection Criteria will be evaluated using the Bid Evaluation Criteria.

2.3 The Priced-Bids will be evaluated using the rates quoted in the PRICE BID FORMAT (PROFORMA-IIA) on the following basis;

(a) The quantities given in the Price Bid Format (Part-IIA) against each item are the estimated requirements against the tender. For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each item will be added to evaluate **the total estimated value of the contract** to determine the lowest bid for that category.

(b) The estimated quantities indicated in PROFORMA-IIA against each item are for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual requirement and payment will be made for the actual work done/materials supplied.

2.4 Any additional information, terms or conditions included in the sealed Priced-Bid will not be considered by OIL for evaluation of the Tender.

PROFORMA-I
(SECTION-X)

STATEMENT OF COMPLIANCE WITH RESPECT TO BRC

Srl.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that all the clauses of BRC as entered in the tender document shall be fully complied with.

Signature and seal of the Bidder:

Name of Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their technical bids. If the proforma is left blank, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PROFORMA IIA

Srl	Services	Unit	Estd. Qty	Unit Rate (Rs.)	Total (Rs)
1	One number of Tata Indica/Wagon R or equivalent for 12 hrs. duty:				
a	Fixed charge	Month	24		
b	Running charges-				
i	AC on	KM	46720		
ii	AC off	KM	11680		
c	Overtime beyond 12 hrs.	hr.	730		
d	Night halt charges	No.	24		
2	One number of Innova or equivalent for 12 hrs. duty:				
a	Fixed charge	Month	24		
b	Running charges	KM	58400		
c	Overtime beyond 12 hrs.	hr.	730		
d	Night halt charges	No.	24		
3	One number of Scorpio or equivalent, for 12 hrs. duty:				
a	Fixed charge	Month	24		
b	Running charges				
i	AC on	KM	46720		
ii	AC off	KM	11680		
c	Overtime beyond 12 hrs.	hr.	730		
d	Night halt charges	No.	24		
4	Three numbers of Scorpio or equivalent for 12 hrs. duty from Oct.-Nov,2011 onwards:				
a	Fixed charge	Month	54		
b	Running charges:				
i	AC on	KM	48600		
ii	AC off	KM	19440		
c	Overtime beyond 12 hrs.	hr.	2190		
d	Night halt charges	No.	54		
5	On call basis: from/to Kakinada -drop/pick-up				
i	Vizag airport ,Indica or equivalent, AC on(165 KM one way)	TRIP	72		
ii	Vizag airport, Indica or equivalent, AC off(165 KM one way)	TRIP	24		
iii	Vizag airport, Innova or equivalent (165 KM one way)	TRIP	24		
iv	Rajahmundry airport, Indica or equivalent, AC on(68 KM one way)	TRIP	18		
v	Rajahmundry airport, Indica or equivalent, AC off(68 KM one way)	TRIP	6		
vi	Rajahmundry airport, Innova or equivalent(68 KM one way)	TRIP	24		
vii	Samalkot Rly. Station, Indica or equivalent, AC on(15 KM one way)	TRIP	90		
viii	Samalkot Rly. Station, Indica or equivalent, AC off(15 KM one way)	TRIP	30		
ix	Rajahmundry Rly. Station, Indica or equivalent, AC on(70 KM one way)	TRIP	18		
x	Rajahmundry Rly. Station, Indica or equivalent , AC off(70 KM one way)	TRIP	6		
6a	Duty upto 8 hrs. & 80 KM-Indica or equivalent, AC on	TRIP	96		
6b	Extra charges per hr. beyond 8 hrs.	hr.	192		
7a	Duty upto 4 hrs. & 40 KM-Indica or equivalent , AC on	TRIP	48		
7b	Extra charges per hr. beyond 4 hrs.	hr.	96		

8	Outstation trips beyond 250 KMs				
8ai	Indica/Wagon R or equivalent-AC on	KM	7200		
8aii	Night Halt charges for 8ai	No.	24		
8bi	Scorpio or equivalent-AC on	KM	3600		
8bii	Night Halt charges for 8bi	No.	12		
8ci	Innova or equivalent-AC on	KM	7200		
8cii	Night Halt charges for 8ci	No.	24		
TOTAL ESTIMATED CONTRACT COST					

PROFORMA IIB(NOT TO BE CONSIDERED FOR EVALUATION PURPOSE)

1	Occasional requirement (To quote considering minimum 12hrs./ 80 KMs from 'Garage to Garage' at Kakinada)	Rate per occasion
ia	Esteem or equivalent	Occasion
ib	Night Halt charges	Occasion
ic	Overtime beyond 12 hrs	Hr.
iiia	Lancer or equivalent	Occasion
iiib	Night Halt charges	Occasion
iiic	Overtime beyond 12 hrs	Hr.
iiia	Corolla or equivalent	Occasion
iiib	Night Halt charges	Occasion
iiic	Overtime beyond 12 hrs	Hr.

Note:

- a) The quantities given in the Price Bid Format (PROFORMA-IIA) against each item are the estimated requirements against the tender. For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each item will be added to evaluate the total estimated value of the contract for each category of vehicles to determine the lowest bid for that category.
- b) The estimated quantities indicated in PROFORMA-IIA against each item are for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual requirement and payment will be made for the actual.
- c) The bidders has to quote as per above two formats i.e. PROFORMA-IIA and PROFORMA-IIB failing which the offer will be considered as incomplete and will be straightway rejected. However, PROFORMA-IIB will not be considered for evaluation purpose.
- d) All duties and taxes, Corporate Income taxes, Service tax and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. However, Service Tax
 - (i) For all items of PROFORMA IIA, excepting Srl. 5, Srl. 6a, Srl. 7a and Srl. 8 and PROFORMA IIB, in the event of any change in Petrol/Diesel price in Kakinada during the currency of the contract, per KM rates/running charges in the contract shall be adjusted (increased/decreased) by 0.3% (zero point three percent) for every 1% (one percent) of increase or decrease of fuel price at Kakinada.
 - (ii) For the charges as indicated in Srl.5 (PROFORMA-IIA), the point-to-point distances as indicated against each of these items will be considered as a base to quantify price increase/decrease in the event of any change in Petrol/Diesel price in Kakinada during the currency of the contract. Further, the payment against these charges will be made as per actual distances covered during picking up/dropping from point-to-point.
 - (iii) For the Items as indicated in the PROFORMA IIB, Srl.6a, Srl. 7a and Srl. 8, in the event of any change in Petrol/Diesel price in Kakinada during the currency of the contract, only actual distances used shall be adjusted (increased/decreased) by 0.3% (zero point three percent) only for every 1% (one percent) of

increase or decrease of fuel price at Kakinada and the same will be added/subtracted to/from the charges, as the case may be. Further, in the event of exceeding the time limits and distance limits for the charges of PROFORMA IIB, proportionate charges will be added.

(iv) For the charges as indicated in Srl.8 (PROFORMA-IIA), overtime beyond 12 hrs. will be paid as per 1c,2c and 3c.

The base rates of fuel for this purchase will be the rates prevailing at Kakinada on the date of Bid Opening and the bidders have to specify the same in their bids while quoting. In the event of differences of the same with the actual rates, the charges (against Srl. 1bi, 1bii, 2b, 3bi, 3bii, 4bi, 4bii, 5, 6a, 7a, 8ai, 8bi and 8ci) will be adjusted accordingly while evaluating.

- e) Excepting PROFORMA IIB, all the distances will be considered from 'point of reporting' to 'point of release'.
- f) Time of usage, wherever applicable will be considered to nearest half an hour and Kilometers will be rounded-off to the nearest whole number.

**OIL INDIA LIMITED
Kakinada
DUTY SLIP
FOR HIRED VEHICLES**

VEHICLE REG. NO.	DATE OF DUTY
MAKE OF VEHICLE	PLACE TO REPORT
DIESEL/PETROL	
VINTAGE OF VEHICLE	TIME TO REPORT
DRIVER'S NAME	NAME OF USER
MOBILE NUMBER OF DRIVER	MOBILE NUMBER OF USER

Category of Vehicle-					
Indica /Wagon-R or equivalent		Scorpio or equivalent		Innova or equivalent	
AC on	AC off	AC on	AC off		
Esteem or equivalent		Lancer or equivalent		Corolla or equivalent	

SERVICES AS PER PRICE SCHEDULE:		
DETAILED USAGE		
	Meter Reading	Time
Starting at Garage		
When Reporting		
When Released		
Closing at Garage		
Total	KM(Garage to Garage)- KM(Reporting to Release)-	Hrs. (Reporting to Releasing Time)

Pick-up & Drop Duty:		
	From (place)	To (place)
Fixed point to point		

Sign & Seal of Contractor

Signature of User

REQUISITION FOR NEXT DAY:

NAME PLACE OF REPORTING.....

TIME OF REPORTING SIGNATURE
