



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गिबागान, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgibagan, Assam

Rajasthan Project
2-A, Saraswati Nagar,
District Shopping Centre
Basni, Jodhpur – 342 005
Rajasthan, India.
Phone -0291-2729466
Fax : 0291- 2727050
Email: mat_rp@oilindia.in

Date: 10.09.2014

FORWARDING LETTER

Sub: Hiring of Services of Passenger Vehicles(Taxi Registration only) along with driver on call out basis for operation within Rajasthan State including Jodhpur, Barmer, Jaisalmer, Bikaner & Sriganganagar District & any other surrounding state/area of Company activities as determined by the Company.

1.0 OIL INDIA LIMITED (Rajasthan Project) invites ON-LINE Bids from Indigenous bidders for above mentioned works under Single Stage –Two Bid System through its e-Procurement site. For your ready reference, few salient features (Covered in details in this bid document) are highlighted below.

- | | |
|---|---|
| i) OIL's Tender No. | : CJI4740P15 dated 01.09.2014 |
| ii) Tender Fee | : Rs 5,000.00/- |
| iii) Type of Bid | : Single Stage Two Bid System |
| iv) Bid Closing Date & Time | : 14.10.2014 at 11:00 hrs (IST) |
| v) Bid Opening (Technical) Date | : 14.10.2014 at 15:00 hrs (IST) |
| vi) Bid Opening Place | : Office of the Chief Manager (M&C) |
| vii) Amount of Bid Security | : Rs 21.00 Lac/- |
| viii) Amount of Performance Security | : 2.5 % of the Estimated Agreement value. |
| ix) Retention Money | : 7.5% will be deducted from the running bills of the Contractor which will be released after 6 (six) months from the date of completion of the work after adjustment of loss, if any, to the Company for any reason. |
| x) Mobilization Time | : Within seven (07) days from the issue of Letter of Award. |
| xi) Liquidated Damage for timely Mobilization | : Liquidated damages shall be applicable for default in timely Mobilization / Project completion @ 0.5% of the total estimated agreement value for delay in mobilization /project completion per week or part thereof subject to maximum of 7.5%. |

- xii) Duration of Contract : 02 (two) years with a provision of extension by another 01 (one) year at the same rates, terms & conditions.
- xiii) Integrity Pact : Integrity Pact (Section-X) has to be signed by the bidder's authorized signatory who sign the Bid and uploaded along with the bid in e-portal.

2.0 We now look forward to receiving your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,
OIL INDIA LIMITED

(P.SARASWAT)
HEAD (SERVICES)
FOR EXECUTIVE DIRECTOR (RP)

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from Indigenous Service Providers / Contractors for the following services under Single Stage Composite Bid System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI4740P15 dated 07.10.2014 .
- 1.2 Bid Closing Date : 14.10.2014
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : Rs 5,000.00/-
- 1.4 Bid Security : Rs 21.00 Lac/-
- 2.0 **Description of Services:** : Hiring of Services of Passenger Vehicles(Taxi Registration only) along with driver on call out basis for operation within Rajasthan State including Jodhpur, Barmer, Jaisalmer, Bikaner & Sriganganagar District & any other surrounding state/area of Company activities as determined by the Company.
- 3.0 Tender Document will not be issued physically by Company. The interested Bidders must submit their applications showing full address (including e-mail ID) along with the non-refundable Tender Fee (excepting PSUs and SSI Units registered with NSIC) in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M & C), OIL INDIA LIMITED, 2-A, SARASWATI NAGAR, DISTRICT SHOPPING CENTRE, BASNI, JODHPUR-342005, RAJASTHAN (INDIA) between 15.09.2014 and 07.10.2014 i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. The link to e-procurement portal has also been provided through OIL's website www.oil-india.com.
- 4.0 OIL reserves the right to refuse issue of User Id & Password to such parties even on payment of tender fee, about whose competence OIL is not satisfied. 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.

-: Please visit us at www.oil-india.com:-

(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.
- 1.1 Prospective Bidders may interact with Company's Civil Engineering Department at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

A. BIDDING DOCUMENT / TENDER DOCUMENT

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

- (a) A forwarding letter highlighting the following points:
 - (i) Oil India Limited 's Tender No.
 - (ii) Bid closing date and time.
 - (iii) Bid opening date, time and place.
 - (iv) The amount of Bid Security.
 - (v) The amount of performance guarantee.
 - (vi) Quantum of liquidated damages for default in timely mobilization.
- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Conditions of Contract (Section - III)
- (e) Scope of Works & Terms of Reference (Section - IV)
- (f) Bid form (Section - V)
- (g) The Bid Security Form (Section - VI)
- (h) The Performance Security Form (Section - VII)
- (i) The Contract Form of Agreement (Section - VIII)
- (j) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - IX)
- (k) General HSE Points (Appendix-A)
- (l) Procedure for obtaining labour license-(Appendix-B)
- (m) Duly Signed **Integrity Pact** as per (Section - X).
- (n) Price Schedule /Schedule of works(**Proforma-III**)

- 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 all respect will be at the Bidder's risk & responsibility and may result in rejection of their bids.

3.0 AMENDMENTS TO BIDDING DOCUMENT:

- 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 uploaded in OIL's e-Portal in the C-folder under tab "Amendments to Tender Documents". Prospective Bidders, shall be intimated about the amendments through e-mail/fax/courier etc. 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:

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:

I. TECHNICAL BID

- (i) Complete technical details of the services and equipment specifications with catalogue, etc. as applicable.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section-IX.
- (iii) Bid Security (scanned copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance and Non- Compliance as per **Proforma – I and Proforma – II** of Section-IX.
- (v) BOQ as per Proforma-III of Section – IX, Proforma - II **without indicating the rates/prices.**
- (vi) Duly Signed **Integrity Pact** as per **Section-X.**
- (vii) All other Annexure and Proforma as required in the Tender.

II. COMMERCIAL (PRICED) BID

- (i) Bid Form as per Section-V.
- (ii) Price-Bid as per Section-IX , Proforma–III.

6.0 BID PRICE:

- 6.1 Prices must be quoted by the Bidders online in Indian Rupees (INR) strictly as per format (PROFORMA-III of Section-IX) available in OIL's E-Portal.
- 6.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.
- 6.3 All duties and taxes including Corporate income taxes and other levies payable by the Contractor **including Service Tax** under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly

7.0 CURRENCIES OF BID AND PAYMENT:

As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATIONS

These are listed in Bid Rejection Criteria vide Section –IX of the Bidding document

9.0 BID SECURITY:

9.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342 005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number and the Description work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the Bid on e-portal.

9.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".

9.3 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 10.8 below.

9.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-

a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VII for the format) and valid for **60 days beyond the validity of the Bid**. The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.

b) A Cashier's Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).

9.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.

9.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalisation of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.

9.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.

9.8 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.
 - iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.

NOTE : Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender.

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 (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 10.0 above.

11.0 FORMAT AND SIGNING OF BID:

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required

C. SUBMISSION OF BIDS:

12.0 ONLINE SUBMISSION :

- 12.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2-A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur – 342 005, Rajasthan, India in presence of authorized representative of the bidder.
- 12.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than the cost details to be submitted with “unpriced” bid as per tender requirement placed in the “un-priced” bid folder. No rate/price should be entered in Technical Bid, otherwise the offer will be rejected.
- 12.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 12.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.

- 12.5 The Tender is invited under SINGLE STAGE TWO-BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “COMMERCIAL” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the Technical RFx Response-> User - > Technical Bid only. The “TECHNICAL UNPRICED BID” shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response Tab.
- 12.6 **Please note that no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under “Notes & Attachments”. A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.**

Please note that no price details should be uploaded in Technical RFx Response, otherwise the offer will be rejected.

Display RFx Response:

Edit | Print Preview | **Technical RFx Response** | Close | Withdraw | Verify

RFx Response Number 60006452 RFx Number TEST2 Status Submitted
 RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Response Version

RFx Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Created By: [Name]
 Last Processed By: [Name]
 Last Processed Date: [Date]

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid from
The table does not contain any data			

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Technical Un-priced Bid” and “Priced Bid” in the places as indicated above:

Note :

* The “Technical Unpriced Bid” shall contain all techno-commercial details **except the prices**.

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension **.SSIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SSIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

SINGLE STAGE TWO BID SYSTEM shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

- 12.7 In Technical Bid Opening, only the **Technical RFx Response** will be opened. **Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.**

NB : All the Bids must be digitally signed using “Class-3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- 12.8 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. A scanned copy of Bid Security as mentioned in Clause 10.0 should be submitted with the Techno-commercial Bid in c-folder.
- 13.0 Rates/Prices must be quoted / maintained in the “online price Bid Format” only. OIL will consider the rates/prices quoted in the “online price Bid Format” only.
- 14.0 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexures and copies of documents should be submitted in e-form only through OIL’s e-

bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005 India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) The Original Bid Security
- (ii) Power of attorney for signing the bid document.
- (iii) Other documents required to be submitted in original as per tender requirement, if any.

15.0 The Integrity Pact:.

OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Section-X to the Tender Document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the Bidder (along with their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the Bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who signs the Bid.

- 15.1 OIL has appointed Shri N. Gopalaswami, Ex-CEC and Shri R.C. Agarwal, IPS (Retd) as Independent Monitors (IEMs) for a period of three (3) years to oversee implementation of the Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to this Invitation for Bid (IFB) at the following addresses:

- 1. Shri N. Gopalaswami, IAS (Retd), Ex-CEC, Phone No. :91-44-2834-2444(Res), 91-9600144444(Cell); E-mail : gopalaswamin@gmail.com
- 2. Shri R. C. Agarwal, IPS (Retd), Phone No. : 91-11-22752749(Res), 91-9810787089(Cell); E-mail : rcagarwal@rediffmail.com

16.0 DEADLINE FOR SUBMISSION OF BIDS :

- 16.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.
- 16.2 No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

17.0 EXTENSION OF BID SUBMISSION DATE/TIME:

- 17.1 Normally, no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer,

inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.

- 17.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.

18.0 FORMAT OF BID SUBMISSION:

- 18.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.
- 18.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.
- 18.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.

19.0 LATE BIDS:

Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS :

- 20.1 After the Bid is uploaded by the Bidder in the system, they will not be permitted by the System to make any change in their Bid. For making any such subsequent modification/ correction, the Bidder has to request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and re-submit their bid after necessary revision/ correction within the deadline. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.
- 20.2 The Bidder, after submission of bid, may withdraw its bid entirely by written notice to Company prior to bid closing without forfeiting their Bid Security.
- 20.3 Bids should not be withdrawn during 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.

21.0 BID OPENING AND EVALUATION

- 21.1 Company will open the Bids, including submission(s) made pursuant to para 22.0, 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 authorized 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.

- 21.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 19.2 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.
- 21.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 21.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 21.5 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.
- 21.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.
- 21.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 21.8 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.
- 21.9 The Company will examine the 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.
- 21.10 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.
- 22.0 EVALUATION AND COMPARISON OF BIDS :
The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Section- IX) of the tender document to establish inter-se-ranking of bidders.

23.0 CONTACTING THE COMPANY :

- 23.1 Except as otherwise provided in para 18.0 & 19.0 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.
- 23.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

D. AWARD OF CONTRACT

24.0 AWARD CRITERIA:

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.

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

Company reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for Company's action.

26.0 NOTIFICATION OF AWARD:

- 26.1 Prior to the 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.
- 26.2 The notification of award will constitute formation of the Contract.
- 26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 31.0 herein below, the Company will promptly discharge the Bid Securities of all un-successful Bidders, pursuant to Clause 10.0 hereinabove.

27.0 PERFORMANCE SECURITY & RETENTION MONEY :

- 27.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (2.5% of total evaluated contract cost) specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Document (Ref. Section – VII) 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.
- 27.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to allow Company 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 2.5% of the contract value for the extended period and also to extend the validity of the performance security accordingly.

- 27.3 Failure of the successful bidder to comply with the requirements of para 25.1 or 25.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

INVOCATION OF PERFORMANCE BANK GUARANTEE

- 27.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.
- 27.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

28.0 RETENTION MONEY:

7.5% (seven point five percent) retention money will be Deducted from the running account bills of the Contractor towards Performance Guarantee which will be released after 6 (six) months from the date of completion of the work after adjustment of compensation or loss due to the Company for any Reason.

29.0 SIGNING OF CONTRACT:

- 29.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, alongwith the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all the agreements between the parties.
- 29.2 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.

(END OF SECTION – II)

SECTION – III

GENERAL CONDITIONS OF CONTRACT

MEMORANDUM OF AGREEMENT made this day of 2014 between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the district of Dibrugarh, Assam and Project Office at 2-A, Saraswati Nagar, Jodhpur-342005 (hereinafter called ‘The Company’) of the ONE PART and Sri carrying of business as PROPRIETOR under the firm name M/s. with their Office at in the district of aforesaid (hereinafter called “The Contractor”) of the OTHER PART.

WHEREAS, in this Agreement the following terms shall be interpreted as indicated below :

- a) The “Agreement” means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- b) The “Agreement Price” means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.
- c) The ‘Work’ means each and every activity described in the Schedule of Work/Specifications, detailed in Proforma-III.
- d) “Company” means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) “Contractor” means the individual or firm or Company performing the ‘work’ under this Agreement and its executors, successors and assignees.
- f) “Contractor’s personnel” means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) “Company Personnel” mean the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Company’s personnel. The Company’s Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) “Site” means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) “Company’s item” means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.
- j) “Contractor’s item” means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.

- k) “Commencement date” means the date on which the Contractor’s personnel starts the job as mentioned in the Agreement.
- l) “Gross negligence” as used in this Agreement shall mean ‘willful and wanton disregard for harmful, avoidable and foreseeable consequence’.

WITNESSETH :

- 1.0 (a) The Contractor hereby agrees to carry out the work as per Schedule of Work and in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-VI of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The Company’s engineer shall have power to –
 - a) Order the Contractor to remove immediately any cause of unsatisfactory performance of the service.
 - b) Order the Contractor to replace, any person / Contractor’s Personnel / helper / mechanic / supervisor engaged for the running of vehicle or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company.
 - c) Order the Contractor from time to time such further instructions as shall be necessary for the purpose rendering the services properly and adequately and for keeping records which are deemed to be necessary for the Company. Non compliance of the instructions will make the Contractor liable for penalty as per the provisions of the contract.
- 4.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Company’s Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

5.0 APPLICABLE LAWS:

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

- a) The Mines Act, 1952 as applicable to safety and employment conditions and subsequent amendments.

- b) Oil Mines Regulations, 1984.
- c) The Motor Vehicle Act, 1988.
- d) The Motor Transport Workers Act. 1961.
- e) Payment of Wages Act 1936.
- f) The Workmen's Compensation Act 1923 and industrial disputes Act 1947.
- g) Payment of Bonus Act, 1965.
- h) Contract Labour (Regulation & Abolition) Act. 1970.
- i) Interstate migrant Workmen Act, 1979 (Regulation of employment and conditions of Service)
- j) The Employees Provident Fund and Misc. Provisions Act, 1952 (including family pension Scheme 95)
- k) Income Tax Act 1961

6.0 GENERAL OBLIGATIONS OF CONTRACTOR; Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

- a) Perform the work described in the Price Schedule Format/Schedule of Works (Section-VI) and Special Terms and Condition (Section-IV) in most economic and cost effective way.
- b) Except as otherwise provided in the Price Schedule Format/Schedule of Works and Special Terms and Conditions of the contract , provide crew as required to perform the work. The crew must essentially consist amongst others a professional LMV driver ,having experience.
- c) Perform all other obligations, works services which are required by the terms of the contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work under this contract.

7.0 CONTRACTOR'S PERSONNEL:

7.1 The Contractor warrants that he shall engage or provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that any such personnel as determined by Company to be unsuitable is promptly replaced with personnel suitable to the Company. The personnel engaged to operate the vehicle must have necessary professional experience. Details are given in the Scope & Schedule of services (Part-VI hereof), and Special Conditions of the contract (Section-IV hereof).

8.0 CHANGE OF OWNERSHIP:

8.1 The Contractor's rights and obligations under this contract are not transferable by sale of assignment without the Company's written consent. In the event of services being sold without the Company's written consent in addition to his other rights, the Company may at its absolute discretion terminate this contract whereupon the Contractor shall reimburse the Company payment, if any paid in advance and not earned, and any sums to which the Company may sustain directly as a consequence of such termination.

9.0 Work Completion Time: The Contractor must commence the work within seven days of issue of Letter of Award and complete in two (02) year with a provision for extension of another one (01) year at the same rates,terms &conditions . Delay in mobilisation of required vehicles will call for imposition of Liquidated Damages.

10.0 Validity of the Agreement: The Agreement shall remain valid for a period of two (02) year within seven days of issue of Letter of Award or till the completion of work, whichever is later.

11.0 **Schedule of Rates:** Payment to the Contractor will be made against work completed by them at the rates entered in the Price Schedule Format/Schedule of Work, Proforma-III hereof.

12.0 **VINTAGE OF VEHICLE:**

The Contractor shall provide good condition vehicle(s) (taxi registration should not be more than two years old from the date of bid closing) registered as Taxi preferably in the name of the Firm or in the name of the owner of the Firm or produce an undertaking from the owner for providing services of the vehicle.

13.0 **"LICENCE AND PERMITS"** means any and all of the following which must be valid and updated periodically by the Transport Supplier to the satisfaction of the Company:-

- i) Professional driving license(s) and P.S.V. badge(s) for the driver(s)
- ii) Registration Book(s) with endorsement of Road Tax
- iii) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required
- iv) Road permits
- v) Fitness certificate
- vi) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as driver/Crew
- vii) Any other as required under law in force
- viii) Pollution under control certificate.

14.0 **TAXES:**

14.1 Taxes levied as per the provisions of Indian Income Tax Act and any other enactment/ rules on income derived/payments received under this contract will be on the Contractor's account. The Company will deduct the TAX at source wherever required as per the Acts.

14.2 Income tax will be deducted at source from the monthly payment at the specified rate of income tax as per provisions of Indian Tax Act as may be in force from time to time. The Contractor will submit the PAN Number to the Company, as required by Annexure-A of the tender document.

14.3 The Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed.

14.4 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request by them or by any other Govt. authority. The Contractor shall be responsible for preparing and filing the return of income etc., within the prescribed time limit to the appropriate authority.

14.5 Prior to start of work or service or operations under the contract, the Contractor shall furnish to the Company the necessary document, as asked for by the Company and/or any other information pertaining to the contract.

14.6 Corporate and Personnel Taxes on the Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

15.0 Provident Fund: The Contractor if covered under the P.F Act and if the contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any Contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 12% P.F. Contribution on wage component.

15.1 In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost.

16.0 MISCELLANEOUS PROVISIONS:

16.1 The Contractor shall give notices and pay all fees at his own cost required to be given or paid under any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulation of all public bodies and companies whose property or rights are affected or may be affected in any way by the services envisaged under this contract.

16.2 The Contractor shall conform in all respects with the provisions of any Statute, Ordinance or Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and to regulation public bodies and Companies as aforesaid and shall keep the Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

17.0 **Liquidated Damages:** In case of failure on the part of the Contractor to provide vehicles as requisitioned by the Company in good running condition along with Contractor's Personnel within the stipulated time as set out in the Contract, Liquidated Damages will be levied at the rate of 1.5 times of to the daily rate (calculated on the pro rata basis of the monthly rate) i.e. rate as per Proforma-III of the contract shall be levied for each vehicle on each particular day Use subject to maximum 7.5% of the total estimated Contract value

18.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.

19.0 **Estimated Value of Agreement :** The total evaluated value of the Agreement (all inclusive) is estimated to be -----, but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms Proforma-III of this Agreement.

20.0 Payment Terms: Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.

21.0 INDEMNITY AGREEMENT:

21.1 The Contractor agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Contractor's employees, agents and sub-Contractors or their employees on account of bodily injury or death, or injury/damage to personnel/property as a result of the operations/services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

21.2 INDEMNITY APPLICATION: The indemnities given herein above, whether given by the Company or the Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim demand expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrence of either party.

22.0 TAXES & LEVIES:

22.1 Corporate taxes and other taxes and duties including Income-Tax arising out of this Agreement shall be borne by the Contractor as per the laws that may be in force from time to time.

22.2 The Company shall withhold Income Tax and other taxes as per TDS provision of these Acts, which may be in force from time to time as may be applicable to the operational services under this Agreement.

23.0 ASSIGNMENT: The Contractor shall not assign his/her rights, duties and obligations arising under this Agreement and sublet to any third person or party except in respect of payments to be received by Contractors, if acceptable to the Company.

24.0 SUB-CONTRACT: The Contractor shall not sub-contract all or any part of the work envisaged under this Agreement.

25.0 STATUTORY OBLIGATIONS: The Contractor shall bear all other expenditure, which may be deemed necessary or required towards fulfillment of his/her obligations under the statutory Acts during the tenure of this service Agreement.

26.0 WARRANTY AND REMEDY OF DEFECTS

26.1 The Contractor warrants that he shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, and efficiency with instructions and guidance which the Company may, from time to time furnish to the Contractor.

26.2 The rights and remedies of the Company provided by this clause are in addition to any other right and remedies provided by law or in equity or otherwise.

27.0 LIABILITY :

- 27.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 28.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

29.0 FORCE MAJEURE :

- 29.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the agreement, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the agreement and which renders performance of the contract by the said party impossible.
- 29.2 Upon 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 seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 29.3 Should 'Force Majeure' conditions as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the agreement with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the agreement even under such condition, no payment would apply during the 'Force Majeure' period unless otherwise agreed to.

30.0 TERMINATION :

30.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

The Agreement shall be deemed to be automatically terminated on the expiry of duration of the Agreement (or extension, if any, thereof).

30.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :

Either party shall have the right to terminate the Agreement on account of Force Majeure as set forth herein above.

30.3 TERMINATION ON ACCOUNT OF INSOLVENCY :

In the event that the Contractor at any time during the term of the Agreement, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditor or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

30.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE :

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 7 (seven) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

30.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT :

In case the Contractor's rights and/or obligations under the Agreement and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Agreement.

30.6 If at any time during the term of the Agreement, breakdown of the Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

30.7 CONSEQUENCES OF TERMINATION :

In all cases of termination herein set forth, the relative obligations of the parties to the Agreement shall be limited to the period up to the date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

30.8 Upon termination of the Agreement, the Contractor shall return to the Company all of the Company's items, which are in the Contractor's possession at the time.

30.9 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 7 (seven) days written notice to the Contractor due to any other reason not covered under the above clauses from 30.1 to 30.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Agreement up to the date of termination.

30.10 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Contractor with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Contractor shall demobilize his personnel and materials.

31.0 ARBITRATION:

- 31.1 The Contractor and the Company shall make effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the Agreement.
- 31.2 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 be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended up to date by any statutory modification or re-enactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.
- 31.3 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Company's Engineer shall be final and binding on the Contractor.
- 32.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.
- 33.0 **Procedures for obtaining Labour License under Contract Labour (RBA) Act 1970 & Central Rules 1971 is as per Appendix-B.**

34.0 SET OFF CLAUSE :

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

IN WITNESS where of the parties hereunto set their hand and seals the day and year first above written

Signed in the name and on behalf of :

(CONTRACTOR)

Signed in the name and on behalf of :

M/S. OIL INDIA LIMITED

(COMPANY)

Signature : _____

Signature : _____

Name : _____
(Legal Power of Attorney)

Name : _____
Designation :

In presence of : _____
Signature : _____

In presence of : _____
Signature : _____

Name : _____

Name : _____

(END OF SECTION – III)

SECTION – IV

SCOPE OF WORK/TERMS OF REFERENCE

1.0 Passenger vehicles with Taxi Registration are required along with driver on call basis as and when required for operations within the state of Rajasthan & any other surrounding state/areas of the Company activities as determined by the Company.

2.0 The vehicles provided shall be brand new which should not be older than two (02) years from the date of bid closing and must be in sound mechanical as well as physical condition.

3.0 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 Rajasthan, Gujarat, Delhi, UP, Haryana or other state as applicable. Contractor shall be fully liable/responsible whatsoever in this regard.

4.0 The Contractor must provide vehicle(s) at the designated place and time within a maximum period of one hour notice for Local and three hours for Long distance upon receiving verbal/telephonic/written instructions from Company's authorized representative.

5.0 Maintenance of the vehicles shall be provided by the Contractor at his own cost to keep all the vehicles in sound mechanical and physical condition.

6.0 The driver should be well mannered and obey instructions of the Officer to whom he would be rendering the services.

7.0 Employment of drivers and payment of wages to the drivers of the vehicles provided against the Contract shall be the responsibility of the Contractor. No driver shall be deployed below the age of 21 Years and more than 58 Years.

8.0 The drivers must wear uniform and have mobile phones. They must possess valid driving license and must be conversant with the various routes and locations of Jodhpur, Jaisalmer etc.

9.0 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.

10.0 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.

11.0 The model and brand of the vehicles including the type of fuel used must be invariably mentioned in the duty slip as well as in the bills. Bills accompanied by incomplete duty slips will not be entertained.

12.0 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.

13.0 The following points need specific attention and compliance –

- 13.1 The vehicles should carry basic tools like spare tyre, screw-jack, ropes etc.
- 13.2 The boot space must be neat and clean and the entire space should be made available for passengers luggage.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 The Contractor should provide the assigned driver for duty in airport, railway station, etc. with a placard having the name of the OIL personnel, Mobile number, and Car number. etc.

14.0 Meter Reading/Period of Duty:

- 14.1 Opening and closing of meter (Mileage) shall be on OIL User starting and final point basis. 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).
- 14.2 All the places within the district shall be considered as local for the vehicles placed in that district and will not be considered as outstation trip.

15.0 PENALTY:

- 15.1 The Contractor should provide the appropriate vehicle of the requisite specification of specified Segment (Category) at the specified time along with driver on call basis. The Contractor shall provide the vehicle with a minimum notice period of one hour for local and Three Hours for long distance trip from the time of receiving the intimation 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.
- 15.2 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 as per the Motor Vehicle Act 1988 per occasion per vehicle.
- 15.3 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.
- 15.4 In the event of any mechanical failure or break down, the Contractor must arrange a replacement vehicle(s) within reasonable time not exceeding one hour. If the Contractor fails to provide alternate vehicle(s), 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.

16.0 OBLIGATIONS OF THE CONTRACTOR

16.1 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.

16.2 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.

16.3 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 favor 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.

16.4 The Company shall neither entertain any demands from the employees of the contractor nor deal directly or indirectly with any recognized or un-recognized 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.

16.5 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.

16.6 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.

16.7 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.

16.8 The Contractor shall only undertake jobs/journeys authorized by the Company's representative. Any unauthorized 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.

16.9 The Contractor will indemnify the company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.

16.10 The contractor shall operate the service envisaged under this contract in an efficient, workmen like manner as per the instructions of the Company's authorized personnel. The contractor shall abide by the Company representative's instructions always and ensure continuous uninterrupted service on day-to-day basis.

17.0 Particulars, specifications and instruction to the contractor

17.1 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.

17.2 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.

17.3 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.

17.4 The driver(s) must possess valid and relevant licenses with experience in carrying out similar jobs.

17.5 The Vehicles must be registered with the RTO and all periodic statutory requirement tests must be complied with by the Contractor. Documentary evidence for the same must be produced to the Company's representative as and when asked for.

17.6 The Vehicles must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the company.

17.7 The Contractor must ensure timely renewals of all licenses and permits within the due dates.

17.8 The Vehicles must be maintained in first class job worthy, sound mechanical condition along with availability of all tools, slings etc.

17.9 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.

17.10 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.

17.11 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 organization to carry out its obligations including preparation of bills, receipts of cheques etc.

18.0 RIGHTS OF COMPANY'S REPRESENTATIVE:

18.1 Company's representative may check the vehicles and all the relevant documentation such as Registration, Fitness certificates and licences. 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.

18.2 The Company's representative shall arrange for allocation of the vehicles' duty to the various areas/locations.

18.3 Upon deployment of the vehicle to a specified site/location the vehicle shall have to be provided by the Contractor to the satisfaction of the Company's representative/user.

18.4 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 utilize the services beyond the normal working hours.
- g) Instruct the Contractor to undertake authorized jobs at specified location(s).
- h) 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.
- i) 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.
- j) 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.
- k) 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.

l) 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.

18.5 The Contractor would at all times obey the instructions of the company's representative and ensure compliance of the above mentioned orders and instructions.

19.0 The contractor shall commence to provide regular and continuous service by placing the vehicle as per this agreement.

19.1 In case of accidents, break-down and consequent non-availability of vehicle, payment will be made on pro-rata basis for actual utilization of the vehicle in hours or kilometers, whichever is higher, and 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, the Contractor has to arrange a replacement vehicle(s) within reasonable time not exceeding one hour.) 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.

20.0 TERMINATION:

20.1 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.

20.2 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.

20.3 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.

20.4 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.

(END OF SECTION – IV)

SECTION - V

BID FORM AND PRICE SCHEDULE DETAILS

(A) BID-FORM

Date :

Tender No. :

(Insert Bidder's name and address)

Gentlemen,

Having examined the General and Special Conditions of Contract, 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 seven days calculated from the date of receipt of mobilization notice from Company against each call (as and when required) during the currency of the contract.

If our Bid is accepted, we will obtain the Guarantee of a Bank for sum of not exceeding 2.5% of the estimated contract value for the due performance of the Contract.

We agree to abide by the Bid for a period 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before 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 2014

(Signature)

(in the capacity of)

Bidder's Name :

Bidder's Address :

(B) PRICE SCHEDULE DETAILS :

Bidders must quote their rates strictly as per format provided in Section – IX vide PROFORMA-II.

(END OF SECTION – V)

SECTION – VI

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date) against tender no..... for the provision of certain oilfield services (hereinafter called “the bid”). 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 Limited (herein after 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 said Bank this Day of , 2014 .

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;
Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand, 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, 180 days after the closing date for submission of bids as stated in the tender document .

DATE:

SIGNATURE OF THE BANK:

WITNESS:

SEAL:

(Signature, Name and Address)

-
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.

(END OF SECTION - VI)

SECTION - VII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To: (Name of Company
(Address of Company

WHEREAS (Name and address of Contractor) (hereinafter called
“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 recognised 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 THEREFORE
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 type 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 thereunder or of any of the Contract documents which may be made between
you and the 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 (.....)** Six months after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR :
Name of Bank :
Address :
Date :

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price
specified in the Contract as per para 25.0 under Section-II

(END OF SECTION-VII)

SECTION-VIII

SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 2014... 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 (date of Letter of Acceptance) accepted a bid by the Contractor for the execution, completion and maintenance of such works, now THIS AGREEMENT WITNESS 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:
This Form of agreement,
The Letter of Acceptance,
The Contractor’s Bid and enclosures,
The Technical Specifications,
The Priced bill of quantities,
The Drawings,
The Schedule of Supplementary Information,
The special Conditions of Contract and
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 caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first written above.

SIGNED, SEALED AND DELIVERED

By the said
Name _____

By the said
Name _____

On behalf of the Contractor
in the presence of:
Name _____
Address _____

On behalf of the Contractor
in the presence of:
Name _____
Address _____

* Bidders are NOT required to complete this form.

(END OF SECTION - VIII)

SECTION - IX

BID REJECTION / EVALUATION CRITERIA (BRC/BEC)

A) BID REJECTION CRITERIA

The bids shall conform generally to the Scope of work and terms and conditions given in the bidding documents. Bids will be rejected in case they do not conform to the required parameters stipulated in the Tender document. 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.

1.0 Technical:

- 1.1 **Vintage of vehicle(s):** The Bidder shall provide good condition vehicle(s) having taxi registration and should not be more than two years old on the date of bid closing.
- 1.2 **Ownership of the vehicle (s):** The bidder shall provide good condition vehicle(s) registered as taxi preferably in the name of the firm or in the name of the owner of the firm or produce an undertaking from the owner for providing services of the vehicles as listed in the tender document. Documentary evidences in support of the same shall be submitted along with the bid. Moreover, the bidder should also provide the same proof at any time during the validity of the contract.
- 1.3 **Base Office at Jodhpur :** The Bidder must have an office in Jodhpur and submit Jodhpur Office Address, Telephone /Fax/Mobile No.& E-Mail address along with the bid.
- 1.4 The Minimum Average Annual financial turnover as per Audited Annual Reports of the bidder for the last three accounting years, should be at least Rs. 56 lacs (Rupees Fifty six Lacs) only. Documentary evidences in this respect must be submitted along with the bid.
- 1.5 The bidder should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which bids are invited which should be either of the following:
 - a) Three similar completed works each costing not less than Rs. 70 Lacs or
 - b) Two similar completed works each costing not less than Rs. 90 Lacs or
 - c) One similar completed work costing not less than Rs. 1.40 Crore.

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 last day of month previous to the one in which bids are invited. Documents establishing successful execution of contracts as above must be submitted along with the bids failing which the offer will be rejected.

2.0 COMMERCIAL:

- 2.1 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both “Technical” and “Commercial” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. Bids shall be rejected outright if the prices are

indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

- 2.2 Prices/Rates should be quoted in Indian Rupees and must be maintained in the “online price schedule” only. The rates quoted in the “online price schedule” will only be considered.
- 2.3 Price Bid Format in the form of MS-Excel sheet has also been uploaded in e-Tender. In case of disagreement in the quoted rate between “On line” and “MS-Excel sheet”; rate quoted in the “online price schedule” shall prevail.
- 2.4 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.
- 2.5 Bid Security in original must reach the office of Chief Manager (M & C), Oil India Limited, Rajasthan Project, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur – 342 005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the “Forwarding Letter”. Scanned copy of this Bid Security should also be submitted /uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender.
- 2.6 Bids received in physical form, but not uploaded in OIL’s e-Tender Portal will not be considered.
- 2.7 Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT, otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, ‘NIL’ should be mentioned against such part of work.
- 2.8 Bids received by Company after the bid closing date and time will be rejected.
- 2.9 User ID and Password are not transferable. Offers made by bidders who have not been issued/ permitted to download the bid document by the Company will be rejected.
- 2.10 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person (s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 2.11 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

3.0 BID EVALUATION CRITERIA (BEC)

- 3.1 Bids conforming to the scope of work, the terms and conditions stipulated in the bidding (Tender) document and considered to be responsive after subjecting to bid rejection criteria (BRC) will be considered for further evaluation as per the bid evaluation criteria described here under:-
- 3.2 The Priced-Bids will be evaluated taking in to account the sum total cost of all the components quoted by the bidders as per PRICE BID FORMAT and the contract will be awarded to the lowest bidder. 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 category of vehicle will be added to evaluate the total estimated value of the contract to determine the lowest bid.

3.3 The estimated quantities indicated in PR are for evaluation purposes only. The actual utilization of services shall depend upon the actual requirement during the contract period and payment will be made for the actual quantity of services rendered by the contractor.

3.4 OIL reserves the right to hire services against the tender from more than one Service Provider. In the event of awarding the Contract to more than 1(one) Contractor work distribution will be in the following manner:

i) For 2 (two) Contractors (In case of 2 acceptable offers):

It is proposed to hire 60% of the Vehicle requirement from the lowest (L1) bidder and the rest 40% will be hired from the second lowest (L2) bidder subject to matching their rates with the lowest (L1) bidder. However, original rates quoted by parties will not be allowed to be increased under any circumstances.

ii) If L2 party refuses to match the rates as mentioned above OIL reserves the right to ask the next lowest bidder(s) to match the rates with L1 bidder.

3.0 GENERAL:

3.1 **Proforma -I** : The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the company will be final and binding on the bidders. No deviation will, however, be accepted in the clauses covered under BRC.

3.2 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in to must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

3.3 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

B. BID EVALUATION CRITERIA (BEC):

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.

1.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule Format (**Proforma-III**) to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done/studies carried out during execution of the contract.

1.2 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in original bid shall prevail for the purpose of evaluation. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

PROFORMA-I

STATEMENT OF COMPLIANCE **(Only exceptions/deviations to be rendered)**

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)

Name of the 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 here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PROFORMA - II

CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC

We _____(Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria(BRC) of the Bid document of Tender No. ----- are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the the Technical Bid.

To be digitally signed by Bidder's Authorised signatory

PRICE SCHEDULE FORMAT / SCHEDULE OF WORK

Bidders must quote their rates strictly as per following format, which will be used for commercial evaluation of bids.

Sl. No. (1)	Brief description (2)	Unit (3)	Qty. (4)	Unit Rate (₹) (5)	Amount (₹) (6)
1	TATA INDICA/AMB AC LOCAL DUTY	DAY	600		
2	TATA INDICA/AMB AC HRLY RATE	HR	500		
3	TATA INDICA/AMB AC KM RATE	KM	6000		
4	TATA INDICA/AMB NON-AC LOCAL DUTY	DAY	1800		
5	TATA INDICA/AMB NON-AC HRLY RATE	HR	800		
6	TATA INDICA/AMB NON-AC KM RATE	KM	100		
7	TATA INDIGO/ESTEEM or Equ AC LOCAL DUTY	DAY	90		
8	TATA/ INDIGO/ESTEEM AC or Equ HRLY RATE	HR	10		
9	TATA/ INDIGO/ESTEEM AC or Equ KM RATE	KM	100		
10	SCODA/ CORROLA or Equ AC LOCAL DUTY	DAY	62		
11	SCODA/ CORROLA or Equ AC HRLY RATE	HR	10		
12	SCODA/ CORROLA or Equ AC KM RATE	KM	1000		
13	FORD FIESTA/ D'ZIRE or Equ AC LOCAL DUTY	DAY	36		
14	FORD FIESTA/ D'ZIRE or Equ AC HRLY RATE	HR	10		
15	FORD FIESTA/ D'ZIRE or Equ AC KM RATE	KM	100		
16	FORD IKON/ ASCENT or Equ AC LOCAL DUTY	DAY	90		
17	FORD IKON/ ASCENT AC HRLY RATE	HR	10		
18	FORD IKON/ ASCENT AC KM RATE	KM	100		
19	SCORPIO/ Tata SAFARI 2WD AC LOCAL DUTY	DAY	12		
20	SCORPIO/ Tata SAFARI 2WD AC HRLY RATE	HR	10		
21	SCORPIO/ Tata SAFARI 2WD AC KM RATE	KM	100		
22	SCORPIO/ Tata SAFARI 4WD NON-AC LOCAL DUTY	DAY	12		

23	SCORPIO/ Tata SAFARI 4WD NON-AC HRLY RATE	HR	10		
24	SCORPIO/ Tata SAFARI 4WD NON-AC KM RATE	KM	100		
25	Tata SUMO/BOLERO 2WD AC LOCAL DUTY	DAY	12		
26	Tata SUMO/BOLERO 2WD AC HRLY RATE	HR	10		
27	Tata SUMO/BOLERO 2WD AC KM RATE	KM	100		
28	Tata SUMO/BOLERO 2WD NON-AC LOCAL DUTY	DAY	12		
29	Tata SUMO/BOLERO 2WD NON-AC HRLY RATE	HR	10		
30	Tata SUMO/BALERO 2WD NON-AC KM RATE	KM	100		
31	TAVERA AC LOCAL DUTY	DAY	10		
32	TAVERA AC HRLY RATE	HR	10		
33	TAVERA AC KM RATE	KM	100		
34	INNOVA AC LOCAL DUTY	DAY	20		
35	INNOVA AC HRLY RATE	HR	10		
36	INNOVA AC KM RATE	KM	110		
37	INNOVA NON-AC LOCAL DUTY	DAY	10		
38	INNOVA NON-AC HRLY RATE	HR	10		
39	INNOVA NON-AC KM RATE	KM	110		
40	INNOVA AC LONG DISTANCE USE	DAY	3396		
41	INNOVA AC LONG DISTANCE	KM	3056400		
42	INNOVA NON-AC LONG DISTANCE	DAY	30		
43	INNOVA NON-AC LONG DISTANCE km rate	KM	10000		
44	TAVERA AC LONG DISTANCE USE	DAY	352		
45	TAVERA AC LONG DISTANCE KM RATE	KM	316800		
46	TAVERA AC LONG DISTANCE KM RATE	DAY	20		
47	TAVERA NON-AC LONG DISTANCE KM RATE	KM	10000		
48	SCORPIO/ TATA SAFARI 2WD AC LONG DISTANCE	DAY	240		
49	SCORPIO/ TATA SAFARI 2WD AC LONG DISTANCE	KM	24000		
50	SCORPIO/ TATA SAFARI 2WD N-AC LONG DISTANCE	DAY	10		
51	SCORPIO/ TATA SAFARI 2WD N-AC LONG DISTANCE	KM	4800		

52	SCORPIO/ TATA SAFARI 4WD AC LONG DISTANCE	DAY	102		
53	SCORPIO/ TATA SAFARI 4WD AC LONG DISTANCE	KM	30600		
54	SCORPIO/ TATA SAFARI 4WD N-AC LONG DISTANCE	DAY	6		
55	SCORPIO/ TATA SAFARI 4WD N-AC LONG DISTANCE	KM	3000		
56	TATA INDICA AC OR EQUIL LONG DISTANCE USE	DAY	200		
57	TATA TATA INDICA AC OR EQUIL LONG DISTANCE	KM	110		
58	TATA INDICA NON-AC LONG DISTANCE USE	DAY	22		
59	INDICA NON-AC OR EQUIL LONG DISTANCE	KM	56		
60	SCODA/COROLLA AC OR EQUIL LONG DISTANCE USE	DAY	22		
61	SCODA/COROLLA AC OR EQUIL LONG DISTANCE	KM	110		
62	FORD FIESTA AC OR EQUIL LONG DISTANCE USE	DAY	600		
63	FORD FIESTA AC OR EQUIL LONG DISTANCE KM RATE	KM	110		
64	TATA INDIGO/ESTEEM AC OR EQUIL LONG DISTANCE USE	DAY	798		
65	TATA INDIGO/ESTEEM AC OR EQUIL LONG DISTANCE	KM	718200		
66	FORD IKON/ACCENT AC LONG DISTANCE	DAY	150		
67	FORD IKON/ACCENT AC OR EQUIL LONG DISTANCE	KM	2000		
68	FORTUNER OR Equivalent AC LONG DISTANCE	DAY	24		
69	FORTUNER OR Equivalent AC LONG DISTANCE	KM	21600		
70	FORTUNER OR Equivalent AC LOCAL USE	DAY	24		
71	FORTUNER OR Equivalent AC LOCAL USE	KM	4800		
72	FORTUNER OR Equivalent AC LOCAL USE	HR	220		
73	BOLERO CAMPER 4WD OR EQUIL AC LONG DISTANCE	DAY	24		
74	BOLERO CAMPER 4WD OR EQUIL AC LONG DISTANCE	KM	21600		
75	TATA INDIGO/ESTEEM OR EQUIL N-AC LONG DISTANCE	DAY	96		
76	TATA INDIGO/ESTEEM OR EQUIL N-AC LONG DISTANCE	KM	28800		
77	TATA INDICA AC OR EQUIL PICK UP/DROP LOCAL	DAY	24		
78	TATA INDICA N-AC OR EQUIL PICK	DAY	96		

	UP/DROP LOCAL				
	TOTAL COST (SUM OF COLUMN 6)				

Notes:

- 1) The estimated quantities indicated above against each item are for evaluation purpose only. Payment will be made for the actual work done/Services rendered.
- 2) Contract will be awarded on the basis of lowest evaluated cost for various items/group of items.
- 3) Rates/Amounts quoted above should be inclusive of all State Govt./Central Govt. taxes, royalty, sales tax etc. Applicable service tax will be payable extra. Bidders should indicate the applicable Service tax separately in their Bid.
- 4) Rates quoted by the bidders shall remain firm during the entire contract period except for variation in HSD rates. The variation in running charges (+/-) shall be payable by OIL in case of increase/decrease of diesel rate by 5% or more as compared to the rate prevailing on the date of bid closing. All minor increase/decrease of rate of fuel price within 5% shall be absorbed by the contractor. The variation factor for computation of increase/decrease in running charges for variation in HSD rate per rupee per Ltr will be as under.

AC on - Rs 0.083

AC off - Rs 0.071

SECTION -X

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal" And

(Name of the Bidder).....hereinafter referred to as "The Bidder/ Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the IFB process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the IFB for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the IFB process treat all Bidders with equity and reason.

The Principal will in particular, before and during the IFB process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the IFB process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the IFB process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer,
(1)

promise or give to any of the Principal's employees involved in the IFB process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the IFB process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from IFB process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section-2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the IFB process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the IFB process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the IFB process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the IFB process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the IFB process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractor/ Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the IFB process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/ Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Principal

----- For the

For the Bidder/Contractor

Place: Jodhpur

Witness 1: Date:

Witness 2:

(END OF SECTION -X)

GENERAL HSE POINTS

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

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

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

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

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

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

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

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name & Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9.0 The return shall be submitted quarterly (within 10 days) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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

- 11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 16.0 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.
- 18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor
- 19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor
- 23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.
-

Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971:

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid licence from Licensing Officer. To obtain licence contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for licence fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of work order,
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Notes:

1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive licence nor any communication within a week.
3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining licence until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining licence by persuasion will be viewed seriously.

.....