

**E-TENDER NO. CDI 6110P15**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
P.O. DULIAJAN-786602, ASSAM  
E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E- procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services.

IFB No.	<b>CDI6110P15</b>
Description of Service	<b>HIRING MMC (MAN MANAGEMENT CONTRACT) SERVICES FOR OPERATING 6(SIX) NOS. COMPANY OWNED BUSES(ONE CREW PER BUS BASIS) IN OPERATIONAL AREAS OF OIL IN ASSAM &amp; ARUNACHAL PRADESH FOR A PERIOD OF 3(THREE)YEARS,EXTENDABLE BY ANOTHER 1(ONE) YEAR IF REQUIRED,WITH APPLICABLE RATES, TERMS &amp; CONDITION AT SOLE DISCRETION OF THE COMPANY, WITH A PROVISION FOR OPERATING ADDITIONAL 2(TWO) NOS. COMPANY OWNED BUSES IF DESIRED SO BY THE COMPANY WITHIN THE TENURE OF THE CONTRACT.</b>
Period of Sale of Bid Document	<b>10.02.2015 TO 17.03.2015</b>
Bid Closing / Opening Date & Time	<b>24.03.2015 (11:00 HRS / 14:00 HRS : Server Time)</b>
Cost of Bid Document	<b>Rs. 2000.00</b>
Bid Security (EMD)	<b>Rs. 63800.00</b> The Bid Security should be in the form of a <b>BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 210 days from the date of Technical bid opening i.e minimum up to 19.10.2015)</b> favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Nationalised / Scheduled Bank. Alternatively, the Bid Security can be deposited on-line in the E- procurement portal through the online payment gateway.  <b>Notes:</b> <b>a.</b> In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of HEAD-CONTRACTS before <b>12.45PM (IST)</b> on the Bid closing/opening date .  <b>b.</b> A scanned copy of Bid Security document / EMD Invoice or E-mail confirmation (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
<p><b>2.0</b> For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any Scheduled Bank in favour of OIL INDIA LIMITED and <b>payable at Duliajan</b>, along with the application(s) on applicants letter pad with a request for USER ID &amp; PASSWORD is to be submitted /sent to reach the <b>Office of Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602</b> within the period of sale (inclusive both the days i.e. start date &amp; end date) of Bid document. Alternatively, applicants already having User ID &amp; Password for OIL's E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E- procurement portal.</p> <p><b>2.1</b> In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name &amp; registered postal address of the bidder in typed format or in clear legible handwriting:</p> <p style="text-align: center;">Application &amp; Tender Fees, IFB No.: CDI 6110P15 <u>Description of Services: Hiring MMC Services for 6(Six) Nos. Company Owned Buses</u></p>	

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**2.2** Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents:

(i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No. (v) Whether participated in OIL's e-tender prior to this tender.

**3.0** No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER\_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

### **4.0 SALIENT ELIGIBILITY CRITERIA:**

**4.1** Average Annual Financial Turnover during last 03 (three) financial years ending **31.03.2014** must be at least **Rs.1914000.00 (Rupees Nineteen Lakh Fourteen Thousand)** for the bidder.

Documentary evidence must be submitted along with the Technical Bid. The proof of annual turnover should be in the form of audited Balance Sheet and Profit & Loss Account or certification from Chartered / Cost Accountant firm indicating the Code Number.

**4.2** The bidder shall be in the business of providing similar services to Public Sector Undertaking(PSU) / Central Government / State Government Organization/ Corporations having the experience of successfully executing the following assigned similar work(s) during the last 7(seven) years ending **31.01.2015**.

(a) Three executed works of value not less than **Rs. 25.50 lakhs (Rupees Twenty Five Lakhs & Fifty Thousand) each**.

Or

(b) Two executed works of value not less than **Rs. 31.90 lakhs (Rupees Thirty One Lakhs & Ninety Thousand) each**.

Or

(c) One executed work of value not less than **Rs. 51.00 lakhs (Rupees Fifty One Lakhs)**.

### **NOTE FOR BIDDER(S) TO ABOVE CLAUSE 4.2:**

i) "Similar Works" means -

(a) Providing Services in skilled category with professional HMTV drivers possessing valid professional driving license with PSV badge and conductors possessing valid license.

Or

(b) Providing services of 48-52 seater buses or heavy trucks or trailers or cranes or any other heavy vehicles, with operating crews having valid professional HMTV driving licenses.

ii) For proof of Annual turnover, any one of the following documents or its photocopy must be submitted along with the bid:

(a) A certificate issued by a practising Chartered / Cost Accountants' Firm, with membership no. certifying the Annual Turnover and nature of business.

(b) Certified copy of Balance Sheet and Profit and Loss account.

iii) "For proof of requisite Experience, any one of the following documents or its photocopy (attested) must be submitted along with the technical bid:

(a) In case of OIL contractors, copy of 'Certificate of Completion (COC)/ 'Certificate of Payment (COP)/Service Entry Sheets (SES) of jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL Contract No./Agreement Number will not be accepted.

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(b) Certificate issued by any other Public Sector Undertaking / Govt. Department in last seven years ending on last day of the month previous to the one in which tender is floated showing:

- (A)Gross value of job done; and
- (B)Nature of job done; and
- (C)Time period covering the duration as mentioned above.”

**Only LOI (Letter of Intent) / LOA (Letter of Award), Work Order copy is not acceptable.**

(iv).Bidder must be in the business of providing services on similar works as defined above to PSU / Central Government/ State Government Organization/ Corporations for any length of time during last 7 (seven) years ending on **31.01.2015** *i.e. for any length of time within the period 01.02.2008 to 31.01.2015 (both days inclusive)*. During this period of 7 (seven) years, bidder must have successfully carried out job(s) (as defined above) of value either **Rs. 51.00 lakhs under a single contract or Rs. 31.90 lakhs each under 2 (two) separate contracts or Rs. 25.50 lakhs each under 3 (three) separate contracts**. Accordingly, the Starting Date and/or the Job Completion Date of respective contract/s need not necessarily fall within the seven years period of **07 years prior of 01.02.2008 to 31.01.2015**; but the value of job/s done must be of requisite amount as above and within the period mentioned above.

**5.0** Details of process for submission of Tenders Fees & Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

**6.0** PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.

**7.0** The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).

**8.0** The details of IFB / Bid Documents can be viewed using “Guest Login” provided in the E-Procurement portal.

**9.0** In order to bid for OIL's e-tenders; all the bidders are requested to obtain a legally valid Digital Certificate (Class III with Organisation) as per Indian IT Act from the licensed Certifying Authorities (CA) operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (**Note:** Digital Signature Certificates having “**Organization Name**” field as “**Personal**” are not acceptable. However, aforesaid Digital Signature Certificates having **Bidder's Name** in the “**Organization Name**” field are acceptable.)

**DATE:** XXXXXXXXXX

**HEAD- CONTRACTS  
FOR RESIDENT CHIEF EXECUTIVE**

(A GOVT. OF INDIA ENTERPRISE)  
**CONTRACTS DEPARTMENT, DULIAJAN**  
**DISTRICT: DIBRUGARH (ASSAM), PIN-786602**  
**TEL: (91) 374-2800548, FAX: (91) 374-2803549**  
**Website: [www.oil-india.com](http://www.oil-india.com)**

**FORWARDING LETTER**  
**Sub: IFB No. CDI 6110P15**

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site:

**1.0 IFB No.: CDI 6110P15**

**2.0 Description of Work/ Service:** Hiring MMC(Man Management Contract) services for operating 6(six) Nos. company owned buses(one crew per bus basis) in operational areas of OIL in Assam & Arunachal Pradesh for a period of 3(three)years, extendable by another 1(one) year if required, with applicable rates, terms & condition at sole discretion of the company, with a provision for operating additional 2(two) Nos. company owned buses if desired so by the company within the tenure of the contract.

<b>3.0</b>	<b>Type of Bid</b>	<b>SINGLE STAGE TWO BID SYSTEM</b>
<b>4.0</b>	<b>Bid Closing Date &amp; Time</b>	<b>24.03.2015 at 11.00 AM (IST) (Server Time)</b>
<b>5.0</b>	<b>Bid Opening Date &amp; Time</b>	<b>24.03.2015 at 2.00 PM (IST) (Server Time)</b>
<b>6.0</b>	<b>Priced Bid Opening Date &amp; Time</b>	<b>Will be intimated to the eligible bidder(s) nearer time.</b>
<b>7.0</b>	<b>Bid Submission Mode</b>	<b>Bid should be uploaded in OIL's e-Procurement portal.</b>
<b>8.0</b>	<b>Bid Opening Place</b>	<b>Office of the Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.</b>
<b>9.0</b>	<b>Bid Validity</b>	<b>180 days from the date of opening of Bid.</b>
<b>10.0</b>	<b>Mobilisation Period</b>	<b>Mobilization Period: 15(Fifteen) Days from the date of issue of Work Order by Head-Transport.</b>
<b>11.0</b>	<b>Bid Security</b>	<b>Rs.63800.00</b>

The offer must be accompanied by a BANK DRAFT / BANKER'S CHEQUE / BANK GUARANTEE (in specified format) favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Nationalised / Scheduled Bank towards Bid Security or EMD invoice copy/E-mail confirmation copy (in case of online payment). In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of HEAD-CONTRACTS before **12.45 PM (IST)** on the Bid closing/opening date , otherwise bid will be rejected. A scanned copy of Bid Security document / EMD Invoice or E-mail confirmation copy (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY. The Bid Security shall not earn any interest to the bidder from the Company.

Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

<b>12.0</b>	<b>Bid Security Validity(BG)</b>	<b>Minimum 210 days from the date of opening of Bid i.e. minimum up to 19.10.2015.</b>
<b>13.0</b>	<b>Amount of Performance Security</b>	<b>7.5% of one year contract value.</b>
<b>14.0</b>	<b>Validity of Performance Security</b>	<b>Six months after the expiry of the tenure of the contract.</b>
<b>15.0</b>	<b>Quantum of Liquidated Damage for default in timely mobilization</b>	<b>0.5% of the contract value per week or part thereof ,for delay in contract mobilization/completion date subject to a maximum ceiling of 7.5% of 1 year contract value.</b>
<b>16.0</b>	<b>Bids to be addressed to</b>	<b>Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.</b>

**17.0 Integrity Pact:**

The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Un-priced Techno Commercial Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid.

**18.0 Guidelines for participating in OIL's e-procurement:**

To participate in OIL's e-procurement tender, bidders should have a legally valid digital certificate of **Class 3 with organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders shall request OIL through e-mail or Fax or letter along with the cost of bid documents as indicated in the NIT for issue of User Id for accessing the e-procurement tender. The User Id shall be issued to the eligible bidders on receipt of the requisite cost of bid documents through e-mail. No physical Bid documents will be provided. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of User Id on free of charge basis. Bidder(s) who do not have User Id, can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site.

**19.0 IMPORTANT NOTES:**

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

(i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only. The following documents which shall also be submitted manually by the bidder in sealed envelope superscribed with OIL's IFB No. and Bid Closing date to Head-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam(India).

- (a) **Original Bid Security(In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee.)**
- (b) **EMD invoice or E-Mail confirmation copy (In case of Bid Security is paid in the E-procurement portal through the online payment gateway).**

**A scanned copy of Bid Security document / EMD Invoice or E-mail confirmation copy (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.**

**The Bid Security in original (In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) must be received at OIL's Contract office on or before 12.45 PM (IST) on the bid closing/opening date .**

(ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) (Server Time) at the office of the Head-Contracts in presence of the authorized representatives of the bidders.

(iii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall have to submit both the **"UN-PRICED TECHNO-COMMERCIAL BID"** and **"PRICE BIDS"** through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Un-priced Techno Commercial Bid should be uploaded in the c-Folder link (collaboration link) under **"Technical RFx Response"** Tab Page only. **Please note that no price details should be uploaded in c-Folder link (collaboration link) under "Technical RFx Response" Tab Page. Details of prices as per Price Bidding Format can be uploaded as attachment in the attachment link under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.**

## 20.0 SCREEN SHOTS:

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

**Note :**

\* The “Techno-Commercial 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 Price Bid. 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.

**20.0** OIL now looks forward to your active participation in the IFB.

Thanking you,  
Yours faithfully,  
**OIL INDIA LIMITED**

**HEAD-CONTRACTS  
FOR RESIDENT CHIEF EXECUTIVE**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO.CDI6110 P15  
INSTRUCTION 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.

**2.0 BIDDING DOCUMENTS:**

**2.1** 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) Company's IFB No.
  - (ii) Description of Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
  - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) BRC/BEC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender].
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal).
- k) Performas: For Bid Security, Statement of Non-Compliance, Authorization Letter for attending Bid Opening.

**2.2** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

**3.1** Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

**3.2** Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

**4.1** 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 Bidding Documents by issuance of an Addendum.

**4.2** The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab “Amendments”. The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab “Amendments”] for any amendments to the bid documents before submission of their bids.



**5.0 PREPARATION OF BIDS**

**5.1 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 translated version, which shall govern for the purpose of bid interpretation.

**5.2 DOCUMENTS COMPRISING THE BID:****(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Documentary evidence established in accordance with BRC / BEC part.
- (iii) Statement of Non-Compliance (if any).
- (iv) Bid Security (scanned copy/EMD invoice copy or E-mail confirmation copy). Hard copy of Bid Security given vide BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE should be sent separately to reach on or before **12.45PM (IST)** on the Bid closing/opening date .
- (v) Integrity Pact.

**Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID in c-Folder link (collaboration link) under “Technical RFx Response” Tab Page.**

**(B) PRICED BID:**

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the “PRICE BIDDING FORMAT” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

**6.0 PERIOD OF VALIDITY OF BIDS:**

**6.1** The Bid must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

**6.2** In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**7.0 FORMAT AND SIGNING OF BID:**

**7.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

**8.0 SUBMISSION OF BIDS:**

**8.1** Bids are to be submitted online through OIL’s E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using “Class 3 digital certificate with organization’s Name” digital certificates [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 while uploading the bid.

Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of “Class-3 with organization’s name”, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employees.



**8.2** Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

**8.3** Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

**8.4** E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

**8.5** Bidder shall submit the Bid, duly completed in terms of the Bid Document.

**8.6** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

#### **9.0 DEADLINE FOR SUBMISSION OF BIDS:**

**9.1** Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will not be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder. But, no such request would be entertained once the due date for submission of bids has been reached and bids are opened.

**9.2** No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

**9.3** The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid opening Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **10.0 LATE BIDS:**

**10.1** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

#### **11.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**11.1** The Bidder after submission of bid may modify or withdraw its bid by written notice before 03(Three) working days prior to bid closing date.

**11.2** A withdrawal notice must also be sent by fax / e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

**11.3** No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

**11.4** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

#### **12.0 EXTENSION OF BID SUBMISSION DATE:**

**12.1** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing / Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid / prices. Withdrawal of such Bid will also not be permitted.

**13.0 BID OPENING AND EVALUATION:**

**13.1.1** The Technical bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorization letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only Collaboration Folder(C-Folder) will be opened. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded in the C-Folder link under “**Technical RFX Response**” Tab Page only.

**13.1.2** In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of the technically qualified Bidders will be opened. The opening Date and Time will be intimated to the technically qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

**13.2** In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

**13.3** Bid for which an acceptable notice of withdrawal has been received pursuant to Clause 11.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

**14.0 EVALUATION AND COMPARISON OF BIDS:**

**14.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

**14.2** DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

**14.3** Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts / rebates, the contract shall be awarded after taking into account such discounts / rebates.

**14.4** Conditional bids are liable to be rejected at the discretion of the Company.

**15.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:**

**15.1** OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

**16.0 NOTIFICATION OF AWARD:**

**16.1** Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

**17.0 SIGNING OF CONTRACT:**

**17.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**17.2** Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

**17.3** This Performance Security must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

**17.4** The "Performance Security" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**17.5** Failure of the successful bidders to comply with the conditions as specified in Para 17.2 hereof would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

**18.0 REFUND OF BID SECURITY:**

The Bid Security of the bidders shall be refunded to them as under:

- (a) To the technically unsuccessful bidders after the Price Bid opening in case of Two Bid systems only.
- (b) To the successful bidders only after submission of the Performance Security as specified in Para No. 17.2 above.
- (c) To others after the date of issue of Letter of Award (LOA) to the successful bidders.

**19.0 GENERAL CONDITIONS:**

**19.1** In case bidder takes exception to any clause of the bidding document not covered under BEC / BRC, then the Company has the right 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 the Company. The loading so done by the Company will be final and binding on the bidder.

**19.2** To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received within the date fixed by the Company, failing which the bid will liable to be rejected.

**19.3** In case, any of the clauses in the BRC contradict with other clauses of the bid document elsewhere, the clauses in the BRC shall prevail.

**20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:**

If it is found that a bidder has furnished fraudulent information / documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

**21.0 BACKING OUT BY BIDDER:**

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

**22.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:**

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

**23.0 The Integrity Pact is applicable against this tender:**

**OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI-Integrity Pact" of 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 the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly 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 that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.**

**(Note:** SRI RAGHAW SHARAN PANDEY, Former Secretary, MOP & NG, E-mail : [raghaw\\_pandey@hotmail.com](mailto:raghaw_pandey@hotmail.com) have been appointed as Independent External Monitor).

**BID REJECTION CRITERIA:**

**1.0** Bid Rejection Criteria (BRC): The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirements will have to be particularly met by the bidder without which the same will be considered non-responsive and rejected:

**1.1 TECHNICAL:**

**1.1.1** Average Annual Financial Turnover during last 03 (three) financial years ending **31.03.2014** must be at least **Rs.1914000.00 (Rupees Nineteen Lakh Fourteen Thousand)** for the bidder.

Documentary evidence must be submitted along with the Technical Bid. The proof of annual turnover should be in the form of audited Balance Sheet and Profit & Loss Account or certification from Chartered / Cost Accountant firm indicating the Code Number.

**1.1.2** The Bidder shall be in the business of providing similar services to PSU / Central / State Govt. undertaking having the experience of successfully executing the following assigned work(s) during the last 7 (seven) years ending 31.01.2015. Attested copy of documentary evidence must be submitted along with the bid.

(a) Three executed works of value not less than **Rs. 25.50 lakhs (Rupees Twenty Five Lakhs & Fifty Thousand) each.** or

(b) Two executed works of value not less than **Rs. 31.90 lakhs (Rupees Thirty One Lakhs & Ninety Thousand) each.** or

(c) One executed work of value not less than **Rs. 51.00 lakhs (Rupees Fifty One Lakhs).**

Note:

i) Similar works means

(a) Providing Services in skilled category with professional HMV drivers possessing PSV badge and conductors possessing valid license. or

(b) Providing services of 48-52 seater buses or heavy trucks or trailers or cranes or any other heavy vehicles, with operating crews having valid professional HMV licenses.

ii) For proof of Annual turnover, any one of the following documents or its photocopy must be submitted along with the bid:

(a) A certificate issued by a practising Chartered / Cost Accountants' Firm, with membership no. certifying the Annual Turnover and nature of business.

(b) Certified copy of Balance Sheet and Profit and Loss account.

iii) “For proof of requisite Experience, any one of the following documents or its photocopy (attested) must be submitted along with the technical bid:

(a) In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)'/Service Entry Sheets (SES) of jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL Contract No./Agreement Number will not be accepted.

(b) Certificate issued by any other Public Sector Undertaking / Govt. Department in last seven years ending on last day of the month previous to the one in which tender is floated showing:

(A)Gross value of job done; and

(B)Nature of job done; and

(C)Time period covering the duration as mentioned above.”

(iv) Bidder must be in the business of providing services on similar works as defined above to PSU / Central Government/ State Government Organization/ Corporations for any length of time during last 7 (seven) years ending on **31.01.2015** *i.e. for any length of time within the period **01.02.2008 to 31.01.2015** (both days inclusive)*. During this period of 7 (seven) years, bidder must have successfully carried out job(s) (as defined above) of value either **Rs. 51.00 lakhs under a single contract or Rs. 31.90 lakhs each under 2 (two) separate contracts or Rs. 25.50 lakhs each under 3 (three) separate contracts**. Accordingly, the Starting Date and/or the Job Completion Date of respective contract/s need not necessarily fall within the seven years period of **07 years prior of 01.02.2008 to 31.01.2015**; but the value of job/s done must be of requisite amount as above and within the period mentioned above.

## **1.2 COMMERCIAL:**

**1.2.1** The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

**1.2.2** Bid security shall be furnished as a part of Un-priced Techno-Commercial Bid. The amount of bid security should be as specified. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 210 days from the date of Technical bid opening i.e minimum up to **19.10.2015**.

**1.2.3** Any bid received by the company after the deadline for submission of bids prescribed by the Company will be rejected.

**1.2.4** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

**1.2.5** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under “Technical RFx Response” Tab Page only.

**1.2.6** The bidder must quote the profit element only in terms of %(percentage) of monthly wage element per bus per month for 8(eight) hrs. operations (item No.30 in the Service Line Item) which shall remain constant throughout the tenure of the contract including extension if any; but shall not be less than 5% & not more than 15% of the monthly wage amount per crew per bus excluding safety & uniform expenses.

**1.2.7** The bidder must quote the profit element only in terms of %( percentage) of daily wage element per bus per month per crew (driver + helper) beyond 8(eight) hrs. operation per day(i.e. Over Time) (item No.40 in the Service Line Item)which shall remain constant throughout the tenure of the contract including extension if any;but shall not be less than 5% & not more than 15% of the daily wage amount per bus beyond 8(eight) hrs.(Overtime) operation per day.

**1.2.8** Rates in figure(s) to be quoted up to two places after the decimal, otherwise the Bids shall be rejected

**1.2.9** In case of ambiguity in the quoted rates in Price Bidding Format, the Bids shall be rejected.

**1.2.10** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

**1.2.11** The bid documents are not transferable. Offers made by Bidders who have not purchased the bid documents from the Company will be rejected.

**1.2.12** Bid received with validity of offer less than 180 (one hundred eighty) days from the date of Technical Bid opening will be rejected.

**1.2.13** The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

Any bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.



**1.2.14** The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of 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 the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly 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 that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

**BID EVALUATION CRITERIA (BEC): -**

**2.1** The bids conforming to the technical specifications, terms and conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below :-

(i) Charge for Operation of 01(one) bus per month for 8 hrs. duty daily

(Rate Offered by OIL) x 36 months ----- (A)

(ii) Charge for operation of 01(one) bus/hour beyond normal 8(eight) hrs. duty daily

(Rate Offered by OIL) x [ 6 hour x365.25 daysx3 years]----- (B)

(iii) Contractor's profit % (percentage) on wage amount of the crew (driver+helper)for operation of one bus/month for 8hrs duty per day(To be quoted by the Bidder)/100

x [Rs.(309.00+220.00)x(365.25/12)] x 36 months -----(C)

(iv) Contractor's profit % (percentage) on overtime wages amount of the crew(driver+helper) for operation of one bus beyond normal duty of 8hrs(To be quoted by the bidder)/100

x [Rs.21.25x6+15x6)x(365.25/12)] x 36 months ----- (D)

(v) Overnight halting charges per bus(driver+helper) per halt(Rate Offered by OIL) x No. of Halt per bus per

month x 36 months -----(E)

The Bid Price per Bus will be worked out as below: -

**BID PRICE PER BUS = (A) + (B) + (C) + (D) + (E)**

**TOTAL BID PRICE = BID PRICE PER BUS X 6**

**2.2** To ascertain the inter-se-ranking , the comparison of the responsive bids will be made on the basis of total amount quoted for items in the duly filled price bidding format of the tender. .

**2.3** Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.

**2.4** Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes.

However, in the event, such offer, without considering the discount is found to be lowest, OIL shall avail such discount at the time of award of contract.

### **3.0 AWARD OF CONTRACT:**

Award of contract will be done as under:

- (a) The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of lowest acceptable total amount of the items of duly filled up Price Bidding Format of the tender worked out as per BEC clause 2.1 above.
- (b) The lowest evaluated bidder (L-1 bidder) will be offered the contract .
- (c) In case, if L-1 bidder happens to be two or more than two, contract will be awarded on the basis of lottery.

5-GCC(part-I)OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
DULIAJAN, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602  
WORKS CONTRACT

**DESCRIPTION OF WORK/SERVICE:-**

**Hiring MMC(Man Management Contract) services for operating 6(six) Nos. company owned buses(one crew per bus basis) in operational areas of OIL in Assam & Arunachal Pradesh for a period of 3(three)years, extendable by another 1(one) year if required, with applicable rates, terms & condition at sole discretion of the company, with a provision for operating additional 2(two) Nos. company owned buses if desired so by the company within the tenure of the contract.**

**GENERAL CONDITIONS OF CONTRACT (GCC): PART-I**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 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 (hereinafter called Company ) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti \_\_\_\_\_ carrying on business as partners /proprietor under the firm name and style of M/s. \_\_\_\_\_ with the main Office at \_\_\_\_\_ in the District of \_\_\_\_\_ aforesaid ( hereinafter called 'Contractor') on the other part.

**WITNESSETH:**

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms Part-II(SOQ) of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III(SCC) of the contract utilizing any materials/services as offered by the Company as per Part- IV (SCPME) of the contract at \_\_\_\_\_.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract 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 contract particularly for execution of this contract up to the date of cancellation of the Contract. 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 exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the

under noted Acts :-

i) The Mines Act.

ii) The Minimum Wages Act, 1948.

iii) The Workman's Compensation Act, 1923.

iv) The Payment of wages Act, 1963.

v) The Payment of Bonus Act, 1965.

vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.

vii) Employees Pension Scheme, 1995.

viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.

ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.

x) AGST Act.

xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be 03 years from the commencement date mentioned in the work order. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The **Chief Engineer's** certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract 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, demonstration, 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 works or and its neighbourhood.

10. The tendered Price in total (i.e. the Contract price) is Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)

\_\_\_\_\_ only.) but the Company shall pay the Contractor only for actual work done at the rates set down in the Schedule of work part II of this Contract.

11. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekaders and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/recovered by the Jamadar from the wages of the workmen.

13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

14. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be the responsibility of the Contractor.

17. The Contractor shall deploy local persons in all works.

18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

**20. Special Conditions**

a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

b) Contractor(s) whosoever is liable to be covered under the P.F. Act 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 applicable P.F. Contribution.

**21. ARBITRATION:**

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration : DULIAJAN .

**22. FORCE MAJEURE :**

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

**23. I.B. VERIFICATION REPORT AND SECURITY REVIEW :**

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. 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.

**25. SET OFF CLAUSE:**

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



**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

**27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES:**

27.1 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of 1 year contract value .

IN WITNESS whereof the parties hereinto set there hands and seals the day and year first above written.

SIGNED & DELIVERED FOR AND ON BEHALF OF \_\_\_\_\_  
(Signature of Contractor or his/her/their Legal Attorney)

\_\_\_\_\_  
BY THE HAND OF HIS/HER/THEIR PARTNER/  
LEGAL ATTORNEY

\_\_\_\_\_  
(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

\_\_\_\_\_  
\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Name of Witness)

Date \_\_\_\_\_

\_\_\_\_\_  
(Full Name of Signatory)

Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Acceptor)

SIGNED & DELIVERED FOR AND ON  
BEHALF OF OIL INDIA LIMITED

Date: \_\_\_\_\_

Designation: \_\_\_\_\_

OIL INDIA LIMITED  
(A Government of India Enterprise)  
Duliajan, Assam

**DESCRIPTION OF WORK/ SERVICE:** Hiring MMC(Man Management Contract) services for operating 6(six) Nos. company owned buses(one crew per bus basis) in operational areas of OIL in Assam & Arunachal Pradesh for a period of 3(three)years, extendable by another 1(one) year if required, with applicable rates, terms & condition at sole discretion of the company, with a provision for operating additional 2(two) Nos. company owned buses if desired so by the company within the tenure of the contract.

Part-II (SOQ) Schedule of Work, Unit and Quantity

Item No.	Description of Services	UOM	Quantity	Rate	Amount(Rs.)
10	Charge for Operation of 01(one) bus per month for 8 hrs. duty daily	MON	216	Rs.16701.44	3607511.04
20	Charge for operation of 01(one) bus/hour beyond normal 8(eight) hrs. duty	HR	39447	Rs.36.25	1429953.75
30	Contractor's profit % (percentage) on wage amount of the crew (driver+helper)for operation of one bus/month for 8hrs duty per day Limit Rates:(Inclusive Both): Lower Limit : 5% , Upper Limit: 15%	MON	216		
40	Contractor's profit % (percentage) on wage amount of the crew (driver+helper)for operation of one bus/month beyond normal duty of 8 hrs Limit Rates:(Inclusive Both): Lower Limit : 5% , Upper Limit: 15%	HR	39447		
50	Overnight halting charges per bus(driver+helper) per halt	NO	864	Rs.700	604800.00

1. Above Charge for operation of 1(one) bus per month for 8 hour duty daily in Service Line No.10 is inclusive of wages, safety and uniform for crew.
2.Bidder(s) are required to quote against the service line nos. 30 & 40 above only. Rates in figure(s) to be quoted up to two places after the decimal.
3.Rates given are exclusive of applicable tax. Bidders to quote against line items 30& 40 excluding applicable tax.
4. The bidder must quote the profit element only in terms of %(percentage) of monthly wage element per bus per month for 8(eight) hours operation(item No.30 in the Service Line Item)which shall remain constant throughout the tenure of the contract including extension if any;but shall not be less than 5% and shall not be more than 15% of the monthly wage or amount per crew per bus including safety & uniform expenses.
5. The bidder must quote the profit element only in terms of %(percentage) of daily wage element per bus per per month per crew(driver + helper) beyond 8(eight) hours operation per day(i.e. Over Time) (item No.40 in the Service Line Item) which shall remain constant throughout the tenure of the contract including extension if any;but shall not be less than 5% and shall not be more than 15% of the daily wage amount per bus beyond 8(eight) hours operation per day.
6.Reimbursement on account of applicable Service Tax and PF etc. will be allowed subject to satisfactory documentary evidences from appropriate authority and will be the responsibility of the Contractor.
7. The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab. Bidder should note that no pricing information is furnished in the “c-folder” (Un-priced Techno-Commercial Bid ) otherwise the bid will be rejected.
8.The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document. Any bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
9.The crew {one crew means 1(one) No. HMV Driver and 1(one)No. helper},must consist,amongst others a professional HMV driver with valid professional driving license, having minimum 5 years of experience as HMV driver with PSV badge
10. The Bidder(s) / Contractor(s) irrespective of their rates hereby undertake to pay monthly wages & overtime (if any beyond 8 hours normal duty per day) as mentioned below to his/ her/their crew/staff engaged under this contract and as per notification issued by Dy.Labour Comissioner(Central),Guwahati regarding minimum wage rates with effect from 01.04.2014 vide circular no. G/R-93/96-Cor.LSII dated 20.03.2014: Monthly Wages: Driver (Skilled) : Not less than Rs.9405.19 per month per Driver for 8 hours normal duty everyday throughout the month. Helper (Unskilled) : Not less than Rs.6696.25 per month per Helper for 8 hours normal duty everyday throughout the month. Overtime: Driver (Skilled) : Not less than Rs.21.25 per hour per Driver beyond 8 hours of normal duty on any day. Helper (Unskilled) : Not less than Rs.15.00 per hour per Helper beyond 8 hours of normal duty on any day.
11.The offered rates, i.e. wages & O.T. rates are as per prevailing minimum wages as applicable and shall be revised/amended suitably from time to time ,as notified by Govt. of India.
12. The Bidder(s) / Contractor(s) hereby undertake to pay the monthly wages to the Driver(s) / Helpers through A/C payeeCheque and undertake to provide the details (as per OIL's format) along with the monthly bills.
13. Tenure of Agreement: 36(Thirty Six) Months from the commencement date of the contract.
14.Mobilization Period: 15(Fifteen) Days from the date of issue of Work Order by Head-Transport.
15. Area of Operation: OIL's operational areas in Assam & Arunachal Pradesh.
16. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
DULIAJAN, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602  
WORKS CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC): PART-III

**SCHEDULE OF WORKS, UNITS, QUANTITIES & RATES:**

1.0 SCHEDULE OF WORKS : Hiring of Man Management Services for operation of 6(six) Nos company owned buses by OIL INDIA LTD(one bus one crew basis), in OIL's operational areas in ASSAM & ARUNACHAL PRADESH for a period of 3(three) years.

2.0 The offered rates, i.e. wages & O.T. rates are,as per prevailing minimum wages as applicable and shall be revised/amended suitably from time to time ,as notified by Govt. of India.

3.0 Before commencement of the contract, the contractor must obtain necessary labour clearance etc. from Company's ER department for the contract. Any undertaking etc. desired by the ER department, from the contractor's personnel, the same should be provided to them.

4.0 The contractor should operate all the 06 Nos. buses simultaneously by deploying separate crew for each bus. Whenever regular crews avail leave and / or statutory off, substitute crew should be provided and written permission / clearance from company should be obtained before engaging such substitute crew.

5.0 The contractor will be allowed to commence the services as per the work order to be issued after signing of the contract and if the crew engaged by the contractor is found acceptable to company. The crew for each bus will have to be identified by the contractor and communicated to company. Commencement of services of particular bus will depend on acceptability of crew by the company for the bus. Whenever contractor desires to substitute crew for any bus, particulars of such substitute crew should be furnished in writing to company to get clearance for engaging such substitute.

**6.0 RESPONSIBILITY OF CONTRACTOR :**

i) The contractor is responsible for Safe and smooth operations of buses at any time of day and night by deploying necessary crew for each bus as per terms of contract. The crew must consist, amongst others a professional HMV driver, having minimum 5 years of experience as HMV driver with PSV badge, in OIL's operational areas in Assam and Arunachal Pradesh.

ii) The contractor will be responsible for undertaking specific duties assigned by company on each day by each bus. He will also be responsible for:

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- (a) parking the buses at designated place once each duty is completed
- (b) cleaning/up keep and safe operation of buses
- (c) monitoring the fuel/lube oil consumption
- (d) close monitoring of condition of buses and reporting of defects noticed from time to time.

iii) The company will issue fuel / lubricants, etc., for authorised journey. The contractor will be responsible for getting fuel/lubricants, etc, from the company as per schedule/norm fixed by company from time to time.

iv) The company will undertake periodic maintenance of buses. However, whenever any defect is noticed, it will be the responsibility of the contractor to bring it to the attention of the company and get the defects rectified immediately by the company, before operating buses. In case of any difference of opinion or the subject, the decision of Head-Transport will be final and binding on the contractor.

**v) When the buses are taken up for servicing/maintenance, the driver and helper / as engaged by contractor for respective buses will be in attendance, if desired by company. Such drivers and /helper have to render their services in maintenance during such period. On the contrary, for major repair exceeding 15 days, if the services of crew are not required during maintenance, then the crew will be released during such period and no daily rate will be payable during such period, - however whenever services of such crew released from duty is required again, a notice of three days will be given to contractor.**

vi) The contractor will be responsible for daily maintenance e.g. changing of wheels, daily checks for fuel, lube oil, and water level, cleanliness and such routine maintenance prescribed by company from time to time, without necessitating additional manpower.

vii) The contractor will be responsible to replace any of the crew members at any time, as and when services of such crewmembers are not found satisfactory/acceptable to company.

7.0 The company for day-to-day operation, based on actual / normal fuel consumption rates, will issue HSD for operation of buses. The contractor is required to maintain a log book/sheet separately for each bus/vehicle, which will be supplied to him/her. The normal consumption rate will be reviewed / refixed by the Transport department from time to time based on the condition of the buses / vehicles, road condition and field trial if considered necessary. If the fuel consumption is abnormal or excessive, in the opinion of the company's engineer, the cost of fuel towards excessive/abnormal consumption will be deducted from the contractor's monthly bill. The contractor should exercise utmost economic use of fuel required for normal operation. The company's engineer shall have the free access to check the stock of all items including HSD issued to the contractor. The decision of the company as to the optimum consumption of fuel, consumables etc., for any activity related to this contract shall be final.

8.0 In case of any incidence/accident or any violation of Traffic Rules/Motor Vehicle act etc or any other law, the contractor should resolve the matter on his/her/their own within reasonable time, for which no compensation will be paid by the company other than the insurance claim, if any, to be dealt by the Insurance Company. Alternatively, if the company decides to resolve such issues in the event of contractor taking time more than reasonable considered by company, then expenses towards resolving such issues will be recovered from contractor.

9.0 The Contractor should be in a state of preparedness, so that he/she/they can mobilise one more additional set of crew if advised by the company for additional shift for each bus by getting 30 days advance notice from the company at the same rates terms and conditions of the contract.

10.0 The contractor is responsible for the safety of buses during the time of operation by their crew. In case of any loss / missing of item (parts, tools, tyres, battery etc.,) the cost of such item will be recovered from the contractor's bill. If it is found that the crew does any willful damage, the cost of repairing will be recovered from the contractor's bill.

11.0 After a day's operation the contractor should park the buses at company's yard/worksites, which will be intimated at the time of commencement of the contract. Before taking the buses for daily operation, everyday, the contractor should thoroughly check it. After completing the duty everyday the contractor should handover the buses in proper condition. To this effect a daily checklist will be provided to the contractor.

12.0 It is desirable that contractor keeps additional relief crews (driver/helper) readily available with necessary clearance from company after furnishing relevant details in writing, so that such substitutes crew can be readily deployed as substitute of regular crew in case of leave /sickness /off-day etc.

13.0 As and when authorised by company, the contractor will have to take the responsibility of getting minor reports of buses done through outside garages and bills for such reports will be reimbursed by company after necessary scrutiny.

14.0 Normal duty timings for the crew may vary or will be different for the buses from time to time and to this effect duty timings given by company's Engineer / Transport department will be final. However the duty timings will be continuously for 8(eight) hours with a provision to operate beyond 8(eight) hrs. if required so.

15.0 The contractor shall have no objection to keep their crew / personnel at Moran / Digboi / Manabhum (AP) /Seismic Camps / any other place of company's activities in Assam and Arunachal Pradesh, if the company desires to operate all the buses or a few buses at these places. Contractor will have to arrange accommodation for the crew at these places at their own cost. No extra rates will be payable for such change of place of operation.

16.0 The contractor shall have no objection to deploy their crew to operate vehicles other than buses owned by OIL desired by company.

17.0 The contractor's crew should not ply the bus or undertake any journey without any permission from the company's Engineer.

18.0 The crew should always wear proper uniform, shoe and other safety gears etc. as applicable to drivers and helpers.

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:**

**1.0 DEFINITIONS:**

1.1 In this contract, the following terms shall be interpreted as indicated:

a) "Agreement" means this work/service agreement.

b)The "Contract" means agreement to be entered into between Company and contractor, as recorded in the Agreement Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

c) The Contract Price means the price payable to contractor under the contract for the full and proper performance of its contractual obligations.

d) "The Work or Service" means each and every activity required for the successful performance of the services described in the Terms of Reference.

e) "Company" means Oil India Limited (OIL) and its executors, successors, administrators

f) "Contractor" means firm or body incorporated or individual performing work under the contract.

g) "Contractor's Personnel or Crew per bus" means the personnel to be provided by the contractor, to provide services as per the Contract, which consists essentially a professional HMTV driver with minimum 5(five) years of experience with PSV badge and a helper.

h) "Company's Personnel" means the personnel of OIL associated with the finalisation, execution, utilization, processing of bills / payment etc of this contract viz Executives, Junior Engineers and other employees of OIL.

i) "Base Station" means the station as set out in Part-III hereof where the vehicle(s) / equipments shall be permanently stationed, which may be changed at the discretion of the Company.

k) "Bid Opening Date" means the date on which the Tender was opened by the Company against the finalisation of this agreement.

l) "Daily Log Book" means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of these Agreement.

m) "Driver" means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving License and P.S.V. Badge issued by the Regional Transport Authority and who is HAVING MINIMUM 5 YEARS OF EXPERIENCE AS HMV DRIVER IN OIL'S OPERATIONAL AREAS IN ASSAM AND ARUNACHAL PRADESH , engaged by the Contractor for providing the service envisaged under this Agreement, cost which is included in the charge for operating the buses.

n) "Charge for operation of the Buses (8 Hrs. daily duty)": Means charge mentioned under of Part-II(SOQ-Line Item No. 10 hereof which will be inclusive of wages and other emoluments of Driver(s) /Helper(s) inclusive of relief Driver(s) / Helper(s) , which the contractor will have to engage and provide at all times essentially for the continuous operation of the services envisaged under this Agreement, but exclusive of all applicable taxes. The contractor shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, annual leave, uniforms etc. No other separate charges on such accounts will be payable by the Company at any point of time during the tenure of the Contract and same, if any, shall have to be borne entirely by the Contractor. The Charge for operation of the buses payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts.

o) "Charge for operation of buses beyond normal 8(eight) hrs.daily duty": Means overtime wages of Driver(s) & Helper(s) as mentioned under of Part-II(SOQ-Line Item No. 20) excluding applicable tax..

p) "Holiday" means the National Holiday defined under the Motor Transport Workers Act, 1961 as may be in force from time to time, which the Contractor would be required to give to his/her/their driver(s)/helper(s) as per the aforesaid Act.

q) "Leave" means Annual Leave to be granted to the driver(s)/helper(s) who is employees of the Contractor as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.

r) "Helper" means an unskilled labourer employed by the Contractor who is engaged as per the requirements of the Company from time to time for operation of the buses, in respect of whom payment shall be made as per the rates of Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time in force under the MTV Act from time to time.

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

2.0 EFFECTIVE DATE:- The Contract shall become effective on the date mentioned in the work-order, which will be issued by Head-Transport after signing of the contract.

3.0 COMMENCEMENT DATE OF THE CONTRACT: It means the date on which the contractor first deploys the crew for the first bus or all the buses under this contract for operation.

4.0 DURATION OF THE CONTRACT: The contract shall be valid for a period of 3 (three) years under normal operating condition from the date of commencement of the work or services unless terminated prematurely. A notice / work order will be served on the contractor and the contractor should be in a position to mobilize personnel & commence operations within 15 days from the date of issue of the work-order. The contract will be extendable by another one year at the sole discretion of the company at the same rates, terms & conditions of the contract



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

5.1 Perform the work described in the Scope & Schedule of services (Part-II hereof), and special conditions (Part-III hereof) in most economic and cost effective way.

5.2 Except as otherwise provided in the Scope & Schedule of services and the special Conditions of the contract, provide crew as required to perform the work. The crew must essentially consist, amongst others a professional HMV driver with PSV badge, having minimum 5 years of experience as HMV driver in OIL's operational areas in Assam and Arunachal Pradesh and a helper.

5.3 Perform all other obligations, work and 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.

5.4 Contractor shall be deemed to have satisfied themselves before submitting their bid as to the correctness and sufficiency of their bid for the services required and of the rates and prices quoted, which rates and prices shall, except in so far as otherwise provided, cover all their obligations under the contract.

5.5 Contractor shall provide all necessary supervision during the performance of the services for the proper fulfilling of contractor's obligations under the contract either by himself or by an authorized representative on his/her behalf.

5.6 All employees of the Contractor who are deployed under this service agreement must observe the security and safety rules of the Company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from security considerations must be replaced by the Contractor.

5.7 The Contractor must furnish to the Company upon commencement of the contract, the name(s) of the Supervisor(s), Driver(s), Helper(s), crew as may be applicable together with particulars of their driving license(s) etc. In case any changes are made in the crew deployed under this agreement at any time during the tenure of this contract, the Contractor must notify the Company in writing and furnish similar particulars as required hereof in respect of the replacement(s).

**6.0 GENERAL OBLIGATIONS OF THE COMPANY:**

6.1 Pay the Contractor in accordance with terms and conditions of the contract.

6.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work under this contract.

6.3 Perform all other obligations required of the company by the terms of the contract.

**7.0 CONTRACTOR'S PERSONNEL:**

Contractor warrants that they shall furnish competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel determined by company to be unsuitable are promptly replaced with personnel suitable to company. The personnel engaged to operate the buses should have necessary professional experience. Details are given in special terms and conditions of the contract (Part-III here of).

**8.0 CHANGE OF OWNERSHIP:**

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 its

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 TAXES:**

9.1 Tax 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 contractors account. The company will deduct the TAX at source wherever required as per the Acts.

9.2 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 NO. to the company, as required by Annexure-A of the tender document.

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

9.4 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. Contractor shall be responsible for preparing and filing the return of income etc., within the prescribed time limit to the appropriate authority.

9.5 Prior to start of work or service or operations under the contract, the contractor shall furnish the company with the necessary document, as asked for by the company and / or any other information pertaining to the contract.

9.6 Corporate and personnel taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.

10.0 INSURANCE; The Company will make only third party Insurance for the buses; however, insurance for the driver(s) and helper(s) is the responsibility of the contractor throughout the tenure of the contract including extension if any. Insurance premium paid for applicable insurance for driver(s) & helper(s) will be reimbursed to the contractor on submission of documentary evidence.

**11.0 APPLICABLE LAW**

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India. In addition to the acts noted in Para 6 of Part-I of the agreement, 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) Oil Mines Regulations, 1984.
- b) The Motor Vehicle Act, 1988.
- c) The Motor Transport Workers Act. 1961.
- d) Industrial disputes Act 1947.
- e) Income Tax Act 1961
- f) Assam General Sales Tax Act 1993.

- g) Assam Pollution Control Board's Rules & Regulations
- h) The Workman 's Compensation Act, 1923
- i) The Payment of Wages Act 1963
- j) The Payment of Bonus Act, 1965.
- k) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under..
- l) Employee's Pension Scheme, 1995
- m) Inter-State Migrant (Regulations of Employment and Condition of Service) Act, 1979.
- n) AGST Act.
- o) Service Tax Act..
- p) Any other Act as applicable and enforced by the Govt. from time to time and enforceable in the particular contract.

#### 12.0 CHANGES:

During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written Order by the Company.

#### 13.0 TERMINATION;

13.1 Termination on Expiry of the Term: This contract shall be deemed to have been automatically terminated on the expiry of the contractual period unless or otherwise extended.

#### 13.2 Termination on Account of force Majeure:

Either party shall have the right to terminate this contract on account of force Majeure if the conditions remain so beyond 10 days.

#### 13.3 Termination for Unsatisfactory Performance:

If the company considers that the performance of the contractor is unsatisfactory or not up to the expected standard the company shall notify contractor in writing and specify in detail the cause of dissatisfaction. The company shall have the option to terminate this contract if the contractor fails to comply with the requisitions contained in the said written notice issued by the company to the contractor within 10 days of receipt thereof or in the event three notices are issued for unsatisfactory performance during the terms of the contract.

#### 13.4 Termination at the Sole Discretion of the company:

Notwithstanding anything contained herein, the company may at its sole discretion terminate this contract, by giving to the contractor 60 (sixty) days written notice to that effect without assigning any reason whatsoever.

#### 13.5 Termination due to Change of Ownership and Assignment:

In case the contractor's rights and / or obligations under this contract and/or the contractor's rights title and interest to the company are transferred or assigned without the consent of company, the company may at its absolute discretion terminate this contract as per the provisions elsewhere in this contract.

13.6 Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to contractor, terminate the contract in whole or in part if contractor fails to perform any of their obligations under the contract, and if contractor does not cure its failure within a period of 30 days (or such longer period as the Company may authorize in writing) after receipt of the default notice from Company.

13.7 Company may at any time terminate the contract by giving written notice to contractor, without compensating contractor, if contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action of remedy which has occurred or will occur thereafter to Company.

13.8 Company may by written notice sent to contractor terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Company's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, which shall be at least 15 days after the date of the notice of termination. If Company exercises this right, it shall pay contractor in accordance with the provisions of this contract for work satisfactorily performed up to the date of termination, substantiated by contractor to the satisfaction of company.

13.9 Consequence of termination: In all case of termination herein set forth the obligation of the company to pay the daily rate or any other rate or any other charges as per the contract shall be limited to the period to the date of termination.

#### 14.0 NOTICES

14.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

HEAD (CONTRACTS)  
OIL INDIA LIMITED  
DULIAJAN; 786602  
ASSAM, INDIA.  
FAX NO.: 0374-2803549; E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)

14.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

#### 15.0 MISCELLANEOUS PROVISIONS:

(a) Contractor shall give notices and pay all fees at their own cost required to be given or paid by 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.

(b) 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 Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

#### 16.0 PAYMENT:

16.1 For the purpose of payment for the service rendered the Contractor shall:

Accept as final the daily log sheet as per Proforma-I (may be seen at the office of the Head-Transport), which must be signed on a daily basis by the Company's Engineer. Any deletions and/or overwriting on the Daily Log Sheet must be avoided as far as practicable and if such deletions and over writings are unavoidable, the same must be countersigned by the Company's Engineer, otherwise the Monthly statement-cum-bill shall not be accepted. Proforma-I must be made out in triplicate of which the third copy be retained by the Contractor for preparing the monthly statement-cum-bill only at the end of each month.

16.2 For the purpose of payment for the service rendered the Contractor shall:

Accept as final the daily log sheet as per Proforma-I annexed herewith, which must be signed on a daily basis by the Company's Engineer. Any deletions and/or overwriting on the Daily Log Sheet must be avoided as far as practicable and if such deletions and over writings are unavoidable, the same must be countersigned by the Company's Engineer, otherwise the Monthly statement-cum-bill shall not be accepted. Proforma-I must be made out in triplicate of which the third copy be retained by the Contractor for preparing the monthly statement-cum-bill only at the end of each month. The original should be sent to Contracts Department and the second copy be retained by the Transport department.

16.3 Prepare monthly statement-cum-bill as per Proforma-II & Summary Sheet as per Proforma-III annexed herewith and submit the same to the Company's Engineer for verification within 10 (ten) days following the last date of the month. The monthly statement-cum-bill must be accompanied with a certificate every month furnished by the Contractor as per Proforma-IV annexed herewith towards his / her compliance with the Statutory Acts affecting the operation of this service Agreement.

16.4 On receipt of the Summary Sheet & Monthly statement-cum-Bill the Company's Engineer shall verify the same with the Daily Log Book / Sheet and forward the same after making adjustment as may be necessary to the Contracts Department of the Company for Payment. The monthly statement / bill must be accompanied with the following:

- a) Daily Log sheet in original for the month, as per Proforma-I.
- b) Monthly statement and summary sheet, as per Proforma-II & III
- c) Statutory compliance statement per Proforma-IV

i) The Company shall pay the Contractor during the term of the contract the amounts due from time to time calculated according to the rates of payment set out hereof and in accordance with the other provisions of this agreement. Payment will be calculated per day of services (with OT if any) provided by the contractor per bus detailed by the company.

ii) Payment of monthly bills, if undisputed, shall be made within 30 (thirty) days following the date of receipt of the same by the company. The company shall within 30 (thirty) days of receipt of invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date.

iii) All payments made by the company to the contractor hereunder shall be made to the contractor by a Bank Advice. Bank charges, if any, will be on account of the contractor.

iv) Payment of final bill shall be made upon contractor's satisfactory compliance with the provisions of the contract and also subject to return of equipment and unused materials in satisfactory condition, which were assigned by the company under the contract.

16.4 No extra payment shall be made if the bus / vehicle is kept overnight on any day at any location / place within base station, but will be paid overnight halting charge @ Rs.700/- per bus per overnight halt in case the bus is required to halt overnight at outstations like Digboi, Moran, Manabhum etc. on compny's duty. The contractor shall have no objection for engaging the crew / personnel during the night.

16.5 In case of any situation not provided under this Agreement, the Company's Engineer or any other person authorized on his / her behalf by the Company shall have the right to decide upon any further claim on the facts and circumstances, which shall be binding upon the Contractor.

16.6 Bidder(s) / Contractor undertake to provide the Permanent Account Number (PAN), Service Tax registration number, Bank Account Details, PF code number along with documentary evidences from appropriate authority.

#### 17.0 LIQUIDATED DAMAGES (LD) / PENALTY

17.1 In case of non-supply of crew partially or totally leading to partial or total non-availability of the services envisaged under this agreement per day per bus, no payment on pro rata basis towards Daily Rate as well as contractor's profit will be made for such non availability of crew. In-addition, the penalty at the rate equal to double the daily rate of the contract shall be levied for each bus on each particular day. Such penalty in cumulative for a particular month shall be deducted from the monthly bills of the Contractor. However incase of shutdown due to mechanical breakdown of the bus duly certified by the Transport Department, this clause will not be applicable.

17.2 In case of non availability of services (Partial or Total) envisaged under this agreement, due to violation of Traffic Rules / Motor Vehicle Rules by the crew penalty at the rate equivalent to the daily rate of the particular services shall be levied for each such shutdown on a particular day. Such penalties in cumulative for a particular month shall be deducted from the monthly bills of the Contractor.

17.3 In case of Bundhs, Road Blockade, OIL Blockade, Strikes etc., if the service under this contract is not available due to the absence of Crew or either in full or in-part the period will be treated as "Non-availability of services" and penalty at the rate double the daily rate will be deducted from the monthly payment. The decision of the company to declare the "Non availability of services" or otherwise will be final.

18.0 MOBILISATION: The contractor shall mobilise the entire required personnel at Duliagan within 15 days from the date of receiving the work-order and confirm it in writing to the company prior to commencement of initial operation. In case of delay in the mobilisation, the penalty at the rate envisaged as per clause 17.1 above will be levied per day per bus. The contractor has to bear the responsibility for their employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the contractor's operations with Oil India limited (OIL). In case there is any disruption of the work the contractor will not be paid and the period will be treated as shutdown, attracting penalty mentioned in clause no. 17.1 above.

#### 19.0 LIABILITY:

19.1 Except as otherwise expressly provided, neither the company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever to whomsoever for any loss or damage to the Contractor, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by willful or gross negligence. 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.

19.2 Neither the company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused by willful or gross negligence. 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.

19.3 Except as otherwise, expressly provided, neither the contractor nor his/her servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss to the property of the company, irrespective of how such loss or damage is caused unless caused by willful or gross negligence of the Contractor or his/her servants, agents, nominees, assignees. The company shall protect, defend, indemnify and hold harmless the contractor from and against such loss or damage and any suit, claim or expense resulting there from.

19.4 Neither the Contractor nor his / her servants, agents, nominees, assignees shall have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company, irrespective of how such injury, illness or death is caused unless caused by willful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and assignees and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

**20.0 INDEMNITY AGREEMENT:**

20.1 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, contractors, and subcontractors or their employees on account of bodily injury or death, or 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.

20.2 INDEMNITY APPLICATION: The indemnities given herein above, whether given by the company or 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 concurrent of either party.

**21.0 TAXES & LEVIES:**

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

21.2 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.

22.0 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.

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

24.0 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.

**25.0 WARRANTY AND REMEDY OF DEFECTS**

25.1 The contractor warrants that he/she 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 company may, from time to time furnish to the contractor.

25.2 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.

**26.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

26.1 Company may depute more than one representatives / engineer to act on it behalf for overall co-ordination and operational management. Company's representative shall have the authority to order any changes in the duty to the extent so authorised and notified by the company in writing. He / they shall liaise with the contractor; monitor the progress so as to ensure the timely completion of the jobs. He / they shall also have the authority to oversee the execution of jobs by the contractor and to ensure compliance with the provisions of this contract.

26.2 There shall be free access to all the equipment / spares / tools etc with the contractor during operation and/or idle time by company's representatives for the purpose of observing/inspecting the equipment / spares / tools etc., provided by the company.

**27.0 ARBITRATION:**

27.1 The company and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

27.2 In any dispute, difference or question shall at anytime hereafter arise between the parties hereto or their respective representatives or assignees in respect of the construction of these presents or concerning anything herein contained or arising out of these presents or as to the right, liabilities, or duties of the said parties hereunder, the same shall be referred to arbitration proceedings.

27.3 The arbitration proceedings shall be held in accordance with the procedures of the Indian Arbitration and Conciliation Act, 1996 and the rules made there under as amended from time to time. The venue of arbitration shall be Duliajan, Dist. Dibrugarh, Assam, India. The award made in pursuance thereof shall be binding on the parties.

28.0 SECURITY DEPOSIT: - Within two weeks of issue of "Letter of Award (LOA)", the successful bidder(s) will required to pay an interest free Security Money **amounting to 7.5% of 1 (one) year contract value** by way of DEMAND DRAFT/ BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised/Scheduled Bank. Upon furnishing of the Security Deposit, the successful bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the O.I.L Standard forms of Agreement. This Security Deposit must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "security Deposit" for the extended period.

28.1 The Security Deposit will be considered as a Guarantee against timely mobilisation of the services in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only after satisfactory completion of services under the agreement and subsequent extension, if any, but part or whole of which shall be used by the Company in realisation of liquidated damage or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

28.2 The Security Deposit shall be forfeited in case of occurrence of the following events:

(a) In case of any event occurring when the outstanding bills of the contractor are not sufficient for recovery against payable Liquidated Damage/Penalty during the tenure of the contract.

AND / OR

(b) In case of Premature Termination due to default or breach of contract by the contractor.

28.3 In the event of an occurrence as envisaged in clause nos. 28.2(a) & (b), the Contractor will have to furnish additional security deposit in the manner prescribed to the extent of amount forfeited. Failure on part of the contractor to comply with this render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeiting the entire security deposit. The contractor shall not be entitled to any damages or compensations whatsoever on account of such termination.



29.0 The scope of work of the Contractor will cover the performance of the following jobs. The contractor will provide man management services for operation of 6(six)Nos. company owned buses to transport company employees, school children, army, police, security personnel, CISF and other personnel as per daily duty allocation made by Oil India Ltd.

29.1 Areas of operation: Primarily in Assam & Arunachal Pradesh. However from time to time, services may be required in other areas as well at the discretion of the company.

29.2 Duration of services: 3(Three) years including holidays & Sundays.

29.3 Duty Timings: 8(eight)hours a day based on duty timings as prescribed by company from time to time. Commencement of duty timings for different buses may either be same or different based on operational requirement.

30.0 The Contractor shall be responsible for and shall provide for all requirements including wages and perks of the crewmembers comprising the driver and helper.

31.0 The Contractor shall arrange for enroute messing, accommodation (on the road side) and transportation etc. for their personnel in case the bus/vehicle/Unit is to be moved to long distances at no extra cost to the company.

32.0 The Contractor's personnel particularly HMTV driver for the buses must conform to following:

- More than 5 (five) years of experience as HMTV Driver with PSV badge.
- Not been challaned more than twice for a minor traffic offence.
- Not been charged for any offence relating to rash and negligent driving.

33.0 Before submitting the tender, the bidders have the option to come and seek clarification to satisfy themselves regarding the services to be offered.

34.0 The Company will assess / verify / test the professional competence and physical fitness of the contractor's personnel before giving clearance to the contractor to engage them for operating the buses etc. If found to be unsuitable, they will not be engaged. No crewmember should be engaged by contractor without clearance from company. Any lapse by contractor on this ground if detected will attract penalty at double the day rate otherwise payable for the service.

35.0 The Contractor should not engage any new driver / helper etc., as replacement or relief without assessment / verification and written permission from the transport department. If so the crew consisting of that person will not be assigned duty and the period will be treated as shutdown. Applicable liquidated damages / penalty for shut down will be imposed. The professional HMTV driving licence (with PSV badge), Bio-data with photo, credentials etc., of replacement / relief personnel will have to be submitted to Transport Department prior to such change.

36.0 Even after engaging on the job if the performance of contractor's personnel is/are found to be unsatisfactory, the company will have the right to ask the contractor to remove any such person, and provide suitable replacement and it will be obligatory on the part of contractor to comply with same.

37.0 The Contractor has to arrange their own transport for their crew to report at notified time to the worksite and duty period will start from the time of reporting only.

38.0 The Contractor and their crew / personnel should keep the buses / vehicles etc in good working condition while operating. They should ensure the safe operation of all buses / vehicles and should not damage it by wrong operation. If any damage occurs to the bus / vehicles or any other equipment or material because of negligence or wrong operation, necessary amount for rectifying that damage will be recovered from the contractor's bill. The decision of company's Engineer in this regard will be final.

39.0 Before mobilisation of their personnel the Contractor shall furnish full particulars:(BIO-DATA) of Crew/personnel, viz. Name, Father's Name, Nationality, Valid professional Driving Licence for the drivers, Experience, Certificates, Testimonials, Temporary and Permanent address etc. along with passport size photographs. Also original licences are to be produced for verification. The company shall have the option to accept or reject any personnel of the contractor who do not meet the company's requirements in which case the contractor shall provide suitable alternative to the company's satisfaction.

40.0 Contractor shall arrange all entry permits, inner-line permit etc. wherever required in respect of their crew/personnel to be deployed under this contract.

41.0 The Contractor may be asked to reshuffle / rotate the crew / personnel from time to time, and the contractor shall have no objection to it.

42.0 The Contractor's Crew/Personnel have to operate the aforementioned buses / vehicles etc. for making frequent trips to different OIL areas of activities in ASSAM & ARUNACHAL PRADESH. The Contractor shall have no objection to it.

43.0 The Contractor shall not engage Minor labours below 18 (eighteen) years of age and more than 60 (sixty) years of age under any circumstances.

44.0 The Contractor should ensure that the personnel engaged by him / her / them are of good character & Integrity. The company reserves the right to instruct for removal of any contractor's personnel for:

- a) Misbehavior / indiscipline and for misdemeanor.
- b) And / or for technical incompetence and for not rendering the services faithfully.
- c) And / or indulging in canvassing against company.

The time allowed to the contractor for removal of personnel shall be a maximum period of 3 days from the time of such instruction given by company. Further, the replacement for such personnel shall be completed within 3 (three) days from the date of the above instruction from the company and will be at the cost of the contractor.

However, the continuity of operation shall not be disrupted on this account. The company shall have the option to accept or reject any driver / helper, who were engaged by the contractor as a replacement, if such driver / helper do not meet the company's requirement in which case the contractor shall provide suitable alternative to the company's satisfaction. If the personnel are not replaced as stated above, the period of lapse after the allowable 3 days, will be treated as shut down and penalty will be levied as per clause no. 17.1 above.

45.0 The contractor shall inform in advance to the Transport department if he wishes to replace any person deployed by him. The license, Bio-data, credentials etc. of new person will have to be submitted to Transport Department prior to such change and necessary clearance is obtained.

46.0 The Contractor shall be responsible for the safe custody of materials such as spare wheel / tools /equipment / Jack & handle, Engine oil / fuel oil / hydraulic oil or any other item etc. issued to their crew/personnel. He shall make good any of the materials lost or damaged while in their custody. Alternatively, company has the right to recover the cost of such materials from the contractor. Also if the services of buses are disrupted or not available due to the loss of such materials / item issued to the contractor, the period will be treated as shut down and penalty at the rate equivalent to the day rate or part there-of as applicable will be imposed on the contractor.

47.0 The Contractor must ensure on daily basis that the personnel deployed for carrying out the services are fully fit (physically & mentally sound). The personnel deployed by the contractor must neither be under the influence of intoxicants at the beginning of duty hours nor consume any intoxicants till the completion of the allocated duties. If any personnel of the crew are found to be under the influence of alcohol / intoxicants either at the beginning of duty hour or after the commencement of services, the Company's engineer shall have the power to cancel the deployment of crew & the particular services will be considered as not available for default by the contractor. This period will be treated as shut down and penalty at the rate equivalent to the day rate or part there-of will be imposed on the contractor apart from any other action.

48.0 The contractor shall be responsible for arranging relief of personnel during the absence of the regular crew due to statutory off days etc. The relief personnel also must have the similar experience and the contractor will have to obtain prior approval from the company for the relief personnel of the contractor. On failure to do so, the period of non-availability will be treated as shut-down and applicable penalty will be at the rate of equivalent to the daily rate will be imposed, in addition to non-payment of the daily rate.

49.0 The contractor has to obtain necessary Entry Passes from appropriate authority to enter restricted areas of OIL operations for their personnel engaged under the contract from time to time. Contractor's personnel not having such entry pass shall be treated as unauthorised persons and shall not be allowed to perform duty. The crew consisting of that person will not be assigned duty and the period will be treated as shutdown. Penalty at the rate equivalent to the day rate or part there-of will be imposed on the contractor, in addition to non-payment of the daily rate.

50.0 The contractor should inspect thoroughly the buses everyday before taking charge. After inspection the contractor should submit the report in the format to be provided by the company. If the contractor does not find certain items, to their satisfaction on assessment, the same shall be intimated to the company in writing before taking over the charge each day.

51.0 The company's engineer has the right to inspect smooth operation of the buses at any time and shall have the right to instruct/direct any contractor's personnel at any place regarding any job to be carried out.

52.0 The contractor or his/her/their representative should report to Transport office of O.I.L. daily for liaisoning with our engineer for taking duties of day-to-day operation.

53.0 The contractor shall carryout the job with due diligence and care and in accordance with good practices.

54.0 It shall be the primary responsibility of the contractor to ensure that the bus, equipment/tools, materials, spares etc., are properly secured against theft, pilferage etc when the bus is taken by the contractor for operation.

55.0 The contractor should ensure that the buses operated by their crew observe the speed limit prescribed by the company for driving. Not complying with the speed limit will lead to removal of that driver. In case of such removal clause no. 45.0 above will be applicable.

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

11. 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. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. 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. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. 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.

**DETAILS OF BIDDER (WHEREVER APPLICABLE)**  
**TO BE FILLED BY THE BIDDER**  
**(As per Clause No. 9.2 of SCC of Tender Document)**

**To**  
The Head-Contracts  
Oil India Limited  
Duliajan

To affix  
passport size  
photograph(s)  
of Proprietor/  
Partner/Director

- a) Name of the bidder / firm (in capital letters) \_\_\_\_\_
- b) Registered postal address(in capital letters): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c) Name of Directors (in case of Company): \_\_\_\_\_  
\_\_\_\_\_
- d) Name of Proprietor (in case of sole proprietor)(in capital letters): \_\_\_\_\_
- e) Name of Partnership (in case of partnership)(in capital letters) \_\_\_\_\_  
\_\_\_\_\_
- (Attested copy of partnership deed to be enclosed)
- f) Permanent Account No.: \_\_\_\_\_  
(Attested copy to be enclosed)
- g) Service Tax Registration No.: \_\_\_\_\_  
(Attested copy to be enclosed) (If not available then to be submitted on issuance of LOA)
- h) Telephone No. \_\_\_\_\_
- i) Mobile No. \_\_\_\_\_
- j) E-mail i/d (if available) \_\_\_\_\_
- k) Fax No.(if available) \_\_\_\_\_
- l) Bank details: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
A/c type & no: \_\_\_\_\_
- m) Vendor code with OIL: \_\_\_\_\_  
(If available)

Signature: \_\_\_\_\_  
Name in Block letters \_\_\_\_\_  
For M/S. \_\_\_\_\_

Vehicle Regn. No. .... OIL INDIA LIMITED  
 Type of Vehicle ..... (A Government of India Enterprise)

**DAILY LOG BOOK**

Supplier's Cont. Tel. No. ....

Vendor Code .....

Agreement No. ....

Deptt..... Section .....

Driver's Name : 1. ....

Driver's Tel. No. ....

Date	Details of duties	Opening KM	Closing KM	Total KM in figure & words	Chargeable Cost Centre	Driver's OT (if any)	Signature of User	Sign. of Controlling Officer	Name & Salary Code of Controlling Officer	REMARKS

NOTE : Controlling Officer should clearly mention the shut down period of the vehicle if any, indicating – KM Time and Date for the said period in the Remark column. Before certifying the KM, the user should always check the speedometer of the vehicle for correctness of the KM used. Also to ensure the seal on the speedometer is intact. Any tampering of speedometer/seal should be immediately reported to Head Transport.

.....

Signature of Head of Department





OIL INDIA LIMITED  
Man Management Services

M/s \_\_\_\_\_

SUMMARY SHEET FOR THE MONTH OF \_\_\_\_\_

Sl. No.	Bus No.	No of Working/ days / hrs service provided	OT for Bus / Crew	Total No. of days/ Hrs Shutdown	No. of days/Hrs. Penalty/ID to be Imposed	Total No. of days/ Hrs payable	Total K.M	Remarks
1								
2								
3								
4								
5								
6								
7								
8								

Cost of P.O.L. purchased from outside : \_\_\_\_\_ Ltrs                      Rs. \_\_\_\_\_

CONTRACTOR

Sr. T.E. (H / V Sec)

Dy. C.E.T. (PV & C)

C.E. (TPT)

Date: \_\_\_\_\_

**PROFORMA-IV**

Name of Contractor \_\_\_\_\_

Agreement No. \_\_\_\_\_

Vehicle Regn.No. \_\_\_\_\_

Type of Vehicle \_\_\_\_\_

Month \_\_\_\_\_ Year \_\_\_\_\_

This is to certify that all statutory regulations effecting the operations of the above mentioned agreement have been complied with for the services rendered to OIL INDIA LIMITED during the month of \_\_\_\_\_ Year \_\_\_\_\_.

It is also certified that all drivers etc., employed by the undersigned in the operation of hired vehicles contract under agreement No. CCO/TPT/\_\_\_\_\_ have been paid wages and the terms and conditions of their employment have been regulated strictly in accordance to the provisions of the relevant statutes / gazette notifications governed by the same.

Signature of Contractor \_\_\_\_\_

Name of the Contractor \_\_\_\_\_

**DECLARATION OF PAYMENT OF WAGES TO DRIVER & HELPERS / ATTENDANTS****ANNEXURE-I**

Month &amp; Year \_\_\_\_\_

Contract No. \_\_\_\_\_

Vehicle Registration No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Hiring services of \_\_\_\_\_

It is hereby certified that the applicable wages in full to the crew (driver(s)/Helper(s)) listed below have been paid as per the rate of wages with effect from 01.04.2009 engaged against the above mentioned contract with OIL INDIA LIMITED.

Name of driver/helper / attendant	Payment of the period		Details of Cheque (copy enclosed)	Amount (Rs.)	Signature of driver/helper / attendant
	From	To			

**Note:** To be enclosed with monthly statement/bill/SES. Additional format to be attached in case more number of driver/helper/attendant.

DATE: \_\_\_\_\_

**NAME & SIGNATURE OF THE CONTRACTOR****PAY-IN SLIP**

Name of Driver / Helper : \_\_\_\_\_  
 Vehicle Regn. No. : \_\_\_\_\_  
 Period of Payment : From \_\_\_\_\_ To \_\_\_\_\_

Sl No.	Details	OT Hours	Rate Per Hour	Amount
1	Wages			
2	Single OT		@Rs.	
3	Double OT		@Rs.	
			@Rs.	
			@Rs.	
NET PAY				

Driver/Helper's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Driver/Helper's Mobile No. \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Mobile/Contact No.: \_\_\_\_\_

**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**Contracts, Duliajan**  
**Schedule of company's Plants, Materials and Equipments**

**Not Applicable for this tender.**

**To,  
HEAD-CONTRACT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES****Description of work/service:**

Hiring MMC (Man Management Contract) services for operating 6(six) Nos. company owned buses (one crew per bus basis) in operational areas of OIL in Assam & Arunachal Pradesh for a period of 3(three) years, extendable by another 1(one) year if required, with applicable rates, terms & condition at sole discretion of the company, with a provision for operating additional 2(two) Nos. company owned buses if desired so by the company within the tenure of the contract.

Sir,

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

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

c) Due notice would be given for any change of personnel under item(b) above.

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

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

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

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

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

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. 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. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

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

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

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

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

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

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

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

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

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

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

26. 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.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_  
FOR & ON BEHALF OF CONTRACTOR

Page 1 of 6

**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 **Hiring MMC (Man Management Contract) services for operating 6(six) Nos. company owned buses (one crew per bus basis) in operational areas of OIL in Assam & Arunachal Pradesh for a period of 3(three) years, extendable by another 1(one) year if required, with applicable rates, terms & condition at sole discretion of the company, with a provision for operating additional 2(two) Nos. company owned buses if desired so by the company within the tenure of the contract, under IFB NO.CDI6110P15.** 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 Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender 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 tender 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 tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender 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 tender 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 Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Company

Contractor

**Section 2 - Commitments of the Bidder/Contractor**

- (1) 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 tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender 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 tender 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 tender 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 tender process or to terminate the contract, if already signed, for such reason.



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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.
1. 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 tender 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 tender 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.

Company

Contractor

**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 tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender 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 tender 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.

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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.

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### **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.

-----  
**For the Principal**

-----  
**For the Bidder/Contractor**

**Place.** Duliajan.

**Witness 1 :** .....

**Date .** .

**Witness 2 :** .....

Company

Contractor

**PROFORMA-I****STATEMENT OF NON-COMPLIANCE (IF ANY)****(Only exceptions/deviations to be rendered)**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**NOTE:**

OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

**LETTER OF AUTHORITY FOR ATTENDING BID OPENING**

TO  
**HEAD (CONTRACTS)**  
**OIL INDIA LIMITED**  
P.O. Duliajan - 786 602  
Assam, India

Sir,

**Sub: OIL's IFB No. CDI\*\*\*P15**

I / We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB Invitation No. **CDI 6110P15** for Hiring MMC(Man Management Contract) services for operating 6(six) Nos. company owned buses .

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PROFORMA-III**

**FORMAT OF BID SECURITY (BANK GUARANTEE) OR  
ANY OTHER FORMAT ACCEPTABLE TO OIL**

To:  
M/s. OIL INDIA LIMITED  
For Head (Contracts)  
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of Hiring MMC(Man Management Contract) services for operating 6(six) Nos. company owned buses (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI 6110P15**.

KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the 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 \_\_\_\_\_ 2015.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
  - (b) 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 (by way of letter/fax/cable), 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 (\*\*) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_ Place: \_\_\_\_\_

\* The Bidder should insert the amount of the guarantee in words and figures in INR.

\* \* Date of expiry of Bank Guarantee should be minimum 210 days from the date of opening of Technical Bid i.e minimum up to **19.10.2015**.

**OIL INDIA LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**  
**DULIAJAN, ASSAM**

**PRICE BIDDING FORMAT : E-TENDER NO. CDI 6110P15**

**Description of Work/Service:**Hiring MMC(Man Management Contract) services for operating 6(six) Nos. company owned buses(one crew per bus basis) in operational areas of OIL in Assam & Arunachal Pradesh for a period of 3(three)years, extendable by another 1(one) year if required, with applicable rates, terms & condition at sole discretion of the company, with a provision for operating additional 2(two) Nos. company owned buses if desired so by the company within the tenure of the contract.

<b><u>NAME OF BIDDER</u></b>					
<b>Item No.</b>	<b>Description of Services</b>	<b>UOM</b>	<b>Quantity</b>	<b>Rate (Rs.)/ %( item 30&amp;40)</b>	<b>Amount (Rs.)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
10	Charge for Operation of 01(one) bus per month for 8 hrs. duty daily	MON	216	16,701.44	3,607,511.04
20	Charge for operation of 01(one) bus/hour beyond normal 8(eight) hrs. duty	HR	39447	36.25	1,429,953.75
30	Contractor's profit % (percentage) on wage amount of the crew (driver+helper)for operation of one bus/month for 8hrs duty per day <b>Limit Rates (Inclusive Both): Lower Limit: 5.00%, Upper Limit: 15.00%</b>	MON	216		0.00
40	Contractor's profit % (percentage) on overtime wages amount of the crew(driver+helper) for operation of one bus/month beyond normal duty of 8hrs. <b>Limit Rates (Inclusive Both): Lower Limit: 5.00%, Upper Limit: 15.00%</b>	HR	39447		0.00
50	Overnight halting charges per bus(driver+helper) per halt	NO	864	700.00	604,800.00
<b>TOTAL(Rs.)</b>					<b>5,642,264.79</b>

- Above Charge for operation of 1(one) bus per month for 8 hour duty daily in Service Line No.10 is inclusive of wages, safety and uniform for crew
- Bidder(s) are required to quote against the service line no. 30 & 40 above only .Rates in figure(s) to be quoted up to two places after the decimal.
- Rates given are exclusive of applicable tax. Bidders to quote against line items 30 & 40 excluding applicable tax.**
- The bidder must quote the profit element only in terms of %(percentage) of monthly wage element per bus per month for 8(eight) hours operation(item No.30 in the Service Line Item)which shall remain constant throughout the tenure of the contract including extension if any;but shall not be less than 5% and shall not be more than 15% of the monthly wage or amount per crew per bus including safety & uniform expenses.
- The bidder must quote the profit element only in terms of %(percentage) of daily wage element per bus per month per crew(driver + helper) beyond 8(eight) hours operation per day(i.e. Over Time) (item No.40 in the Service Line Item) which shall remain constant throughout the tenure of the contract including extension if any;but shall not be less than 5% and shall not be than 15% of the daily wage amount per bus beyond 8(eight) hours operation per day.