

**OIL INDIA LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**  
**P.O. DULIAJAN – 786602,**  
**DIST: DIBRUGARH, ASSAM**

**E-TENDER NOTICE**

OIL INDIA LIMITED invites online bids from experienced Service Providers through its e-procurement portal – <https://etender.srm.oilindia.in/irj/portal> for the under mentioned work:-

E-Tender No. / IFB No.	CDI0039P16
Description of Work / Service	Hiring of services for transportation of goods by road to and from any part of India for a period of 02 (two) years with a provision for extension by another 01 (one) year at the same rates, terms & conditions at the discretion of the Company.
Location of Work	From any place in India to OIL's operational areas.
Period of Contract	Two (02) years extendable by another one year if required by the Company.
Type of Bid	Single Stage Two Bid system
Bid Submission Mode	Bid should be uploaded online in OIL's E-procurement portal
Bid Validity	180 days from the date of opening of Technical Bid
Period of Sale of Bid Document	<b>01.02.2016 to 29.02.2016</b>
Cost of Tender Fee	<b>Rs 5,000.00</b> ( <i>Rupees Five Thousand only</i> )
Bid Security (EMD)	<b>Rs 13,42,000.00</b> ( <i>Rupees Thirteen Lakhs Forty Two Thousand only</i> ). The Bid Security should be in the form of a <b>Bank Draft / Banker's Cheque / Bank Guarantee</b> (BG must be valid for minimum 210 days from the date of Technical bid opening) favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount specified and purchased from any Nationalized/Scheduled Bank. Alternatively, the Bid Security can be deposited online in OIL's E-procurement portal through the online payment gateway. <b>Notes:-</b> (a) In case of Bidder 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 <b>on or before 12:45 Hrs. (IST)</b> on the Bid Closing Date. (b) A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited online) should also be uploaded along with the Unpriced Techno-Commercial bid documents.
Technical Bid Closing / Opening Date & Time	<b>08.03.2016</b> (11:00 HRS /14:00 HRS : Server Time IST)
Venue for Bid Opening	Office of Head-Contracts, Contracts Dept., Oil India Limited, Duliajan – 786602, Assam
Price Bid Opening Date & Time	Will be intimated later to the eligible bidders
Amount of Performance Security	2.5% of contract value
Validity of Performance Security	Should be valid for six months beyond expiry of contract.

**2.0 SALIENT ELIGIBILITY CRITERIA (TECHNICAL) :-**

- 2.1** The average Annual financial turnover of the bidder as per Audited Annual Report for the last 3 (*three*) completed accounting years (prior to Bid Closing Date) must be minimum of **Rs. 8.05 Crores** (*Eight Crores Five Lakhs only*). Certified copies of audited Balance Sheet and Profit & Loss Account must be submitted as **evidence** along with Technical Bid.

## **E-TENDER NO : CDI0039P16**

- 2.2** The bidder must be a bank approved carrier. Copy of the valid certificate of Indian Banks' Association Registration to be enclosed as evidence.
- 2.3** The bidder must have experience of successful completion of contract for carrying industrial goods and equipment with Central Govt. / Public sector unit for which **documentary evidence** must be provided. Further, this experience shall be for either of the following value during last 7 years ending last day of month previous to the one in which bids are invited **(i.e. ending 31.12.2015)**:-

i) Completion of **three similar** works each costing not less than **Rs. 10.74 Crores** (*Ten Crores Seventy Four Lakhs only*)

**OR**

ii) Completion of **two similar** works each costing not less than **Rs. 13.43 Crores** (*Thirteen Crores Forty Three Lakhs only*)

**OR**

iii) Completion of **one similar** work costing not less than **Rs. 21.48 Crores** (*Twenty One Crores Forty Eight Lakhs only*)

Note:-

(a) **"Similar Work"** shall mean *"Providing suitable vehicles from anywhere within India for the defined quantity of goods and make arrangement for safe and timely transportation to the places as directed and following all formalities required to be observed."*

(b) **"Documentary Evidence"** must be submitted along with the Technical Bid. The documentary evidence must be in the form of Job Completion certificate / Gross payment certificate as applicable showing amongst others the following:-

- Gross value of job done / Gross payment certificate within the time span as per NIT.
- Nature of job done.
- Time span of job done. This span may be for any length of time during last 7(seven) years ending last day of the month previous to the one in which bids are invited. The Starting Date and/or the Job Completion date of the respective contract(s) need not necessarily fall within the said seven years period, but the value of job(s) done must be of requisite amount as above and within the said seven years period.
- Note:- Submitting only LOI (Letter of Intent) / LOA (Letter of Award), Work Order copy is not acceptable.

**2.4** The bidders must own minimum 10 (ten) trailers (minimum 20 MT capacity) and 10 (ten) trucks (minimum 9 MT capacity) out of which 5 (five) each should be with National Permit. Photocopies of RC book and National Permit must be provided as evidence.

**2.5** The bidder must have service network across the country with office set-up in Guwahati and Kolkata. Detailed address, Fax No., Tel. No., E-mail, Name of the contact person etc. to be provided for these branches. For any other place in India in which branch offices are not there, the bidder shall give an undertaking to make arrangements with his associates to deliver / dispatch OIL's materials from these stations on behalf of the bidder. If there is no office set up at Duliajan, the bidder must give an undertaking to open an office set up at Duliajan on award of contract.

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

**3.1** For participation, cost of Tender Fee (Non-transferrable and Non-refundable) by way of Demand Draft / Banker's Cheque from any Nationalized / Scheduled Bank in favour of OIL INDIA LIMITED and payable at DULIAJAN, along with the application on applicant's letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **"Office of Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam – 786602"** within the period of sale (period of sale includes both the start & end date) mentioned in the bid document. *Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB and pay the requisite Tender Fee through the online payment gateway provided in the E-procurement portal.*

- 3.2** In case the bidder sends their application for Bid documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

Application & Tender Fees, IFB No: CDI0039P16

Description of Services: Transportation of goods by road to and from any part of India

- 3.3** Amongst others, the bidder 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
- 3.4** No physical Bid documents will be provided. On receipt of requisite tender fee/Bid document cost (in case tender fee is submitted in the form of Demand Draft / Banker's Cheque), 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 para 2.5 above. Bidder can then only be allowed to participate in the bidding through OIL's e-procurement portal.
- 3.5** Details of procedure for submission of Tender fees & Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-procurement portal. (Note: Important points for online payment can be viewed at OIL's website at url: <http://oil-india.com/pdf/EtenderNotification.pdf>).
- 3.6** To participate in OIL's e-procurement tender, bidders should have a legally valid **"Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having **"Organization Name"** field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.
- 3.7** The details of IFB / Bid documents can be viewed using "Guest Login" provided in the E-procurement portal.
- 3.8** The link to OIL's E-procurement portal has also been provided through OIL's website [www.oil-india.com](http://www.oil-india.com).
- 3.9** All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on OIL's website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

**3.10 EXEMPTION OF TENDER FEE:**

- (i) If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.
- (ii) Public Sector Units (PSUs) are also exempted from payment of tender fee.

**3.11 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

- (i) Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- (ii) If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**DATE: 28-01-2016**

**HEAD – CONTRACTS**  
**FOR RESIDENT CHIEF EXECUTIVE**

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

**FORWARDING LETTER**

OIL INDIA LIMITED invites ONLINE BIDS from experienced / approved contractors / Firms for the following mentioned work / service under SINGLE STAGE TWO BID SYSTEM through its e-procurement site:-

E-Tender No. / IFB No.	CDI0039P16
Description of Work / Service	Hiring of services for transportation of goods by road to and from any part of India for a period of 02 (two) years with a provision for extension by another 01 (one) year at the same rates, terms & conditions at the discretion of the Company.
Location of Work	From any place in India to OIL's operational areas.
Period of Contract	Two (02) years extendable by another one year if required by the Company.
Type of Bid	Single Stage Two Bid system
Bid Submission Mode	Bid should be uploaded online in OIL's E-procurement portal
Bid Validity	180 days from the date of opening of Technical Bid
Period of Sale of Bid Document	<b>01.02.2016 to 29.02.2016</b>
Cost of Tender Fees	<b>Rs 5,000.00 (Rupees Five Thousand only)</b>
Bid Security Amount / EMD	<b>Rs 13,42,000.00 (Rupees Thirteen Lakhs Forty Two Thousand only)</b>
Technical Bid Closing / Opening Date & Time	<b>08.03.2016</b> (11:00 HRS / 14:00 HRS : Server Time IST)
Bid Opening Venue	Office of Head-Contracts, Contracts Dept., Oil India Limited, Duliajan – 786602, Assam
Price Bid Opening Date & Time	Will be intimated later to the eligible bidders
Amount of Performance Security	2.5% of contract value
Validity of Performance Security	Should be valid for six months beyond expiry of contract.

**1.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

- (a) To participate in OIL's e-procurement tender, bidders should have a legally valid **"Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having **"Organization Name"** field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Bidders shall request OIL through e-mail or Fax or letter along with the tender fees as indicated in the NIT for issue of User Id & Password for accessing the e-procurement tender. The User Id & Password shall be communicated to the eligible bidders through e-mail on receipt of the requisite tender fees. 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 & Password on free of charge basis. Bidders who do not have User Id/Password can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site.
- (b) Bidders shall deposit the requisite **BID SECURITY DEPOSIT** through either of the following modes of payment viz. **Online Payment (through OIL's e-tender portal) / Demand Draft / Banker's Cheque / Bank Guarantee (BG should be valid for minimum 210 days from the date of opening of Technical Bid i.e. minimum up to 04.10.2016)** issued from a Nationalized / Scheduled Bank in favour of OIL INDIA LIMITED and payable at DULIAJAN. **Original hard copy of Bid Security in case of bidder submitting Bid Security in the form of Bank Draft / Banker's Cheque / Bank Guarantee should reach the office of Head-Contracts on or before 12:45 hrs. (IST) of the bid closing date, otherwise Bid will be rejected. A scanned copy of**

**Bid Security deposit** [Bank Draft / Banker's Cheque / Bank Guarantee / **system generated Invoice (in case of online payment)**] **should also be uploaded along with the Un-priced Techno Commercial Bid documents.** This Bid Security Deposit shall be refunded to the unsuccessful bidders as per Clause No. **2.0** below. **Bids submitted without Bid Security deposit in the manner specified above will be summarily rejected.**

(c) 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. 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 bidder or authorized representative of the bidder.
- (ii) The **Original Bid Security** (in case of Bidders submitting Bid Security in the form of Bank Draft / Banker's Cheque / Bank Guarantee) shall be submitted manually by the bidder in sealed envelope superscripted with **OIL's IFB No. and Bid Closing Date to "Head-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam (India)".**
- (iii) In case of Bidders submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee, the Bid Security in original must be received at OIL's Contract office **on or before 12.45 PM (IST) of the bid closing/opening date.**
- (iv) A **scanned copy of Bid Security document** should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

(d) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall have to submit **both** the **"UN-PRICED TECHNO-COMMERCIAL BID"** and **"PRICED BID"** through electronic form in 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. The Technical Bid part under Un-priced Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specification of the tender. **Please note that no price details should be uploaded in c-Folder link (collaboration link) under "Technical RFx Response" Tab Page.**

(e) The Price Bid rates of the bidder are to be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachment"** tab. 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. **Bidders should note very importantly that pricing information should not be uploaded or furnished in the "c-folder" link (Unpriced Techno Commercial Bid) otherwise the bid will be rejected.** The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation. A screen shot in this regard is given below.

(f) The bid and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India ([www.cca.gov.in](http://www.cca.gov.in)). The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, **the bid will be rejected.** Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

**2.0** The Bid Security Deposit of the bidders shall be refunded to them as under :-

- i) To the technically unsuccessful bidders after the Commercial Bid opening in case of Two Bid systems only.
- ii) To others after the date of issue of Letter of Award (LOA) to the successful bidder.
- iii) To the successful bidder only after submission of the Performance Security Deposit.

**3.0** The Bid must be valid for 180 (*One hundred & eighty*) days from the date of opening of Technical bid. OIL may however solicit the bidder's consent for extension of bid validity in exceptional circumstances. The

request and the response thereof shall be made in writing / 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.

- 4.0** Conditional bids are liable to be rejected at the discretion of the Company.
- 5.0** OIL reserves the right to split the contract amongst more than one contractor at its sole discretion.
- 6.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno Commercial bid documents.
- (i) In case of sole Proprietorship Firm, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.
  - (ii) In case of HUF, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
  - (iii) In case of Partnership Firm, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.
  - (iv) In case of Co-Operative Societies, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
  - (v) In case of Societies registered under the Societies Registration Act, copies of Telephone/ Electricity/ Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.
  - (vi) In case of Joint Stock Companies registered under the Indian Companies Act, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
  - (vii) In case of Trusts registered under the Indian Trust Act, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.
- 7.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

**8.0** The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee (BG in specified format or any other format acceptable to OIL) before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

**9.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender / contract.

**10.0 BACKING OUT BY BIDDER WITHIN BID VALIDITY PERIOD** : In case any bidder withdraws their bid within the bid validity period, the 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.

**11.0 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 deposit is not submitted as per the terms of the contract within the time specified in the LOA, the Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

**12.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENT:** If it is found at any time that a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

**13.0 IMPORTANT NOTES :-**

**13.1 The tender shall be governed by the following parts as below :-**

- ☐ **E-Tender Notice**
- ☐ **Forwarding Letter**
- ☐ **Instruction to Bidders (ITB)**
- ☐ **BRC-BEC - Bid Rejection Criteria & Bid Evaluation Criteria**
- ☐ **Part - I - General Conditions of Contract. (GCC)**
- ☐ **Part - II - Schedule of Work, Unit and Quantity (SOQ)**
- ☐ **Part - III - Special Conditions of Contract (SCC)**
- ☐ **Part – IV - Schedule of Company's Plants, Materials and Equipments (SCPME) - Not Applicable**
- ☐ **Part – V - Safety Measures (SM)**
- ☐ **Part – VI - Integrity Pact (IP)**
- ☐ **Price Bidding Format – Format for bidders to quote their prices**
- ☐ **Pro Forms & Annexures**

**13.2** Bidders are requested to carefully examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

**13.3** In the **Technical Bid** opening, only “**Technical RFX**” tab page will be opened. Therefore the bidder should ensure that Technical bid is uploaded under “**Technical RFX Response**” tab page only. **No indication of price** should be given under Technical RFX; otherwise the offer will be **rejected**. Bidders are advised to go through the **help document** provided in OIL’s e-portal in detail before uploading the documents.

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

**13.4** After evaluation of the Technical Bid, the Price Bids of the technically qualified bidders shall be opened. The date and time for opening of the Price Bid shall be communicated to the technically qualified bidders in due course of time. The Price Bids shall be opened in the same manner as outlined for Technical Bid opening (para 13.3).

**13.5** In case Bid Opening Date happens to be a Holiday / Bundh etc., the tender shall be opened on the next working day (other than Saturdays). Accordingly the Bid Opening Date/Time shall be extended to the next working date & time (excepting Saturdays).

**14.0 AWARD NOTIFICATION** : OIL shall notify the successful bidder of award of contract in writing by registered letter / cable / telex / fax / e-mail before expiry of bid validity or its extended validity.

**15.0 INTEGRITY PACT** : The Integrity Pact shall be applicable against this tender as mentioned below :-  
**OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI- Integrity Pact” of the tender document. The Integrity Pact has been duly signed digitally by OIL’s competent signatory.** The Integrity Pact must be uploaded in OIL’s E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. 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 signs the Bid. **In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.**

(Note: Shri Rajiv Mathur, IPS (Retd.) Former Director, IB, Govt. of India, E-mail Id: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com) has been appointed as Independent External Monitor).

**SCREEN SHOTS**: - Few sample screen shots are given below for uploading “Techno-Commercial” & “Price Bid.”

(1)

Go to this Tab “**Technical RFx Response**” for uploading “Un-priced Techno-Commercial Bid”

Go to this Tab “**Notes and Attachments**” for uploading “Price Bid” files

**Display RFx Response:**

Edit | Print Preview | Technical RFx Response | Close | Withdraw | Verify signature of Response | Sign Response

RFx Response Number 60006452 RFx Number TEST2 Status Submitted Submission Deadline 13.04.2013 11:00:00 INDIA  
RFx Owner WIPRO\_TEST1 Total Value 0.00 INR RFx Response Version Number 2 RFx Version Number 4

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

Basic Data | Questions

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

**Partners and Delivery Information**

Details | Send E-Mail | Call | Clear

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

(2)

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 below:

BID ON EDIT MODE

**Notes:**

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

\*\* The “**Price Bid**” shall 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.

**16.0 MODIFICATION AND WITHDRAWAL OF BIDS :-**

- (i) 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.
- (ii) 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.
- (iii) No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- (iv) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

**17.0 EXTENSION OF BID SUBMISSION DATE :-**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL may at its discretion, extend the Bid Closing Date and/or Time due to any reason. 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 shall also not be permitted.

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

**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 detailed in the bidding documents. The bidding documents include the following:-
- i) Forwarding letter highlighting the following points:-
    - (a) Company’s IFB No.
    - (b) Description of Service
    - (c) Bid Closing date & time
    - (d) Bid Opening date, time & place
    - (e) Bid submission place
    - (f) Amount of Bid Security
    - (g) Amount of Performance Guarantee
    - (h) Quantum of liquidated damages for default in timely mobilizations
  - ii) Instruction to Bidders
  - iii) BRC/BEC
  - iv) General Conditions of Contract (GCC): **Part-I**
  - v) Schedule of Work, Unit, Quantities (SOQ): **Part-II**
  - vi) Special Conditions of Contract (SCC): **Part-III**
  - vii) Schedule of Company’s Plants, Materials & Equipments (SCPME)- **Part-IV**: Not Applicable
  - viii) Safety Measures (SM): **Part-V**
  - ix) Integrity Pact: **Part-VI**
  - x) Price Bidding Format (Attached under “**Notes & Attachment**” tab in the main bidding engine of OIL’s e-tender portal.
  - xi) Proformas & Annexures
- 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 bid no substantially responsive to the bidding documents in every respect will be at the bidder’s risk & responsibility and may result in rejection of the bid.
- 2.3** Transferability of Bid Documents : The bid documents are not transferrable and can be submitted only in the name of the bidder in whose name the bid document has been issued. Unsolicited offers will not be considered and shall be rejected outright.
- 2.4** Amendment of Bidding Documents : 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 / Corrigendum**. The same will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and shall also be uploaded in OIL’s e-portal in the “**Technical RFx**” area under the tab “**External Area → Amendments**”. The Company may, at its discretion, extend the deadline for bid submission for any reason. Bidders should also check OIL’s E-Tender portal under “**Technical RFx**” area under the tab “**External Area → Amendments**” for any amendments to the bid documents before submission of their bids.

**2.5** 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 the English language.

**2.6** UN-PRICED TECHNO-COMMERCIAL BID: Bidder should check the following before submission as under:-

- (i) Bid documents duly filled up as indicated.
- (ii) Technical details / specifications as per tender requirements.
- (iii) Documentary evidence established in accordance with BRC/BEC criteria.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original bid security (only in case of bidders submitting bid security in the form of Bank Draft / Banker's Cheque / Bank Guarantee) should be sent separately to reach on or before 12:45 hrs (IST) of the bid closing date failing which the bid shall be rejected.
- (vi) Any other document as per tender requirement (scanned copy).
- (vii) Integrity Pact.
- (viii) Note: Please note that no price details should be uploaded in UNPRICED TECHNO COMMERCIAL BID under "Technical RFx Response" tab page.

**2.7** PRICED BID:-

- (i) The priced Bid shall contain the rates / prices along with the currency (in INR) and any other commercial information pertaining to the rates / prices. Bidders shall quote their rates / prices in the "PRICE BIDDING FORMAT" attached under "Notes and Attachment" 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.
- (ii) 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.

**3.0** PERIOD OF VALIDITY OF BIDS:-

- 3.1 The bid must be valid for 180 days (one hundred eighty days) from the date of opening of the technical bid.
- 3.2 In exceptional circumstances, OIL may solicit the bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing (or by Fax). Bidders may refuse the request without forfeiting their Bid Security. Bidders granting their request will neither be required nor permitted to modify their bid.

**4.0** FORMAT AND SIGNING OF BID:- The original and all copies of the bid shall be typed or written in indelible ink and shall be signed digitally by the bidder to bind the bidder to the contract.

**5.0** SUBMISSION OF BIDS:-

- 5.1 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 other than **Bidder's Name** 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 name" the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 5.2 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/her 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/her bid or contract and hold the bidder liable to the Company (OIL) for all costs and damages arising from cancellation of the bid or contract including any loss which the Company (OIL) may sustain on account thereof.
- 5.3 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.
- 5.4 E-mail / Fax / Telex / Telegraphic / Telephonic offers will not be accepted.
- 5.5 Bidder shall submit the bid duly completed in terms of the bid document.
- 5.6 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.
- 6.0 DEADLINE FOR SUBMISSION OF BIDS:-** Bids should be submitted online up to 11:00 AM (IST) (Server Time) of the Bid Closing Date mentioned in the Forwarding Letter. Bidders will be permitted by the system to make changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except for condition mentioned in **clause 8.0** below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.
- 6.1 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.
- 6.2 **Late Bids:** Bidders are advised in their own interest to ensure that their bids are uploaded in the portal before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time shall be rejected.

**7.0 MODIFICATION AND WITHDRAWAL OF BIDS :-**

- 7.1 Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except for condition mentioned in **clause 8.0** below. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.
- 7.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- 7.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

- 8.0 EXTENSION OF BID SUBMISSION DATE :-**Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL may at its discretion, 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 also will not be permitted.

**9.0 BID OPENING AND EVALUATION :-**

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 authorized 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.

- 9.1 In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical RFx Response" Tab Page only.
- 9.2 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 9.1 above.
- 9.3 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 shall be extended up to the next working day and time (except Saturday).
- 9.4 Bids for which an acceptable notice of withdrawal has been received pursuant to Clause 7.0 shall not be opened. OIL shall examine the bids to determine whether they are complete, whether requisite Bid Securities have been furnished (except those exempted), whether documents have been properly signed and whether the bids are generally in order.
- 9.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 9.5.
- 9.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 9.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For the purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 9.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

- 9.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**10.0 EVALUATION AND COMPARISON OF BIDS:**

- 10.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.
- 10.2 DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 10.3 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.
- 10.4 Conditional bids are liable to be rejected at the discretion of the Company.

**11.0 CONTACTING THE COMPANY :-**

- 11.1 Except as otherwise provided in Clause 10.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 9.7.
- 11.2 Any effort by a Bidder(s) to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**12.0 AWARD CRITERIA :-**

- 12.1 The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of acceptable lowest quoted bid price worked out as per BEC criteria above and whose bid has been determined to be substantially responsive.
- 12.2 In case of identical situation where L-1 bidder happens to be two or more than two, then L1, L2 etc. will be determined by draw of lottery among the parties offering the same lowest price.
- 12.3 The services covered against the tender will be split between L1 and L2 bidder on 60%(L1):40%(L2) basis provided L2 bidder match their line item-wise higher rates with L1 bidder. However, original rates as quoted by L2 bidder will not be allowed to increase under any circumstances. In the event that L2 declines to match their rates with L1 as specified above, then the contract shall be awarded to L1 bidder.

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

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.

**14.0 NOTIFICATION OF AWARD :-**

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.

**15.0 SIGNING OF CONTRACT :-**

- 15.1 The successful bidders 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)".
- 15.2 Normally within 02 (*two*) weeks or within the specified time period mentioned in the "Letter of Award (LOA)", the successful bidders will be required to furnish a **PERFORMANCE SECURITY DEPOSIT** amounting to **2.5%** of total contract value by way of DEMAND DRAFT / BANKER'S CHEQUE / BANK GUARANTEE (in specified format or any other format acceptable to OIL) in favour of OIL INDIA LIMITED payable at DULIAJAN from any Nationalized/Scheduled Bank. This Performance Security Deposit shall not earn any interest. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. Upon furnishing of the Performance Security Deposit, the successful bidders will be required to enter into a formal Service Agreement based on the instant tender on OIL's standard form of agreement.
- 15.3 This Performance Security must be valid for 6 (*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 suitably extend the validity of the "Security Deposit" for the extended period.
- 15.4 The "Performance Security" will be refunded to the contractor within 6 (*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 realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.
- 15.5 Failure of the successful bidders to comply with the conditions as specified in Para 15.2 above would render him/her liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him/her at its sole discretion. The party shall also be debarred for a period of 2 (*two*) years from the date of default.

**16.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:-**

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 (*three*) years from the date of issuance of debarment notice.

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**BID REJECTION CRITERIA / BID EVALUATION CRITERIA**

- A. BID REJECTION CRITERIA (BRC):-** The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non- responsive and rejected.

**1.0 TECHNICAL :-**

- (i) The average Annual financial turnover of the bidder as per Audited Annual Report for the last 3 (*three*) completed accounting years (prior to Bid Closing Date) must be minimum of **Rs. 8.05 Crores** (*Rupees Eight Crores Five Lakhs only*). Certified copies of audited Balance Sheet and Profit & Loss Account must be submitted as **evidence** along with Technical Bid.
- (ii) The bidder must be a bank approved carrier. Copy of the valid certificate of Indian Banks' Association Registration to be enclosed as evidence.
- (iii) The bidder must have experience of successful completion of contract for carrying industrial goods and equipment with Central Govt. / Public sector unit for which **documentary evidence** must be provided. Further, this experience shall be for either of the following value during last 7 (*seven*) years ending last day of month previous to the one in which bids are invited (*i.e. ending 31.12.2015*):-
- Completion of **three similar** works each costing not less than **Rs. 10.74 Crores** (*Ten Crores Seventy Four Lakhs only*)
  - OR
  - Completion of **two similar** works each costing not less than **Rs. 13.43 Crores** (*Thirteen Crores Forty Three Lakhs only*)
  - OR
  - Completion of **one similar** work costing not less than **Rs. 21.48 Crores** (*Twenty One Crores Forty Eight Lakhs only*)

**Notes on para 1.0 (iii) above :-**

- a) **"Similar Work"** shall mean *"Providing suitable vehicles from anywhere within India for the defined quantity of goods and make arrangement for safe and timely transportation to the places as directed and following all formalities required to be observed."*
- b) **"Documentary Evidence"** must be submitted along with the Technical Bid. The documentary evidence must be in the form of Job Completion certificate / Gross payment certificate as applicable showing amongst others the following:-
- Gross value of job done / Gross payment certificate within the time span as per NIT.
  - Nature of job done.
  - Time span of job done. This span may be for any length of time during last 7(*seven*) years ending last day of the month previous to the one in which bids are invited. The Starting Date and/or the Job Completion date of the respective contract(s) need not necessarily fall within the said seven years period, but the value of job(s) done must be of requisite amount as above and within the said seven years period.
  - Note: - Submitting only LOI (Letter of Intent) / LOA (Letter of Award), Work Order copy is not acceptable.
- (iv) The bidders must own minimum 10 (*ten*) trailers (minimum 20 MT capacity) and 10 (*ten*) trucks (minimum 9 MT capacity) out of which 5 (*five*) each should be with National Permit. Photocopies of RC book and National Permit must be provided as evidence.

- (v) The bidder must have service network across the country with office set-up in Guwahati and Kolkata. Detailed address, Fax No., Tel. No., E-mail, Name of the contact person etc. to be provided for these branches. For any other place in India in which branch offices are not there, the bidder shall give an undertaking to make arrangements with his associates to deliver / dispatch OIL's materials from these stations on behalf of the bidder. If there is no office set up at Duliajan, the bidder must give an undertaking to open an office set up at Duliajan on award of contract.

**2.0 COMMERCIAL :-**

- (i) The bids are to be submitted in a Single Stage under 2 (two) Bid system i.e. **Un-Priced Techno-Commercial Bid** (consisting of Technical Bid Part) and **Priced Bid** (consisting of quoted rates or price figures of the bidder) together. Both the bids should be submitted through electronic form in OIL's e-tender portal within the stipulated bid closing date and time.
- (ii) **Bid Security / Earnest Money Deposit (EMD)** shall be furnished along with and as a part of Un-priced Techno Commercial Bid. The amount of bid security furnished should be as specified. The Bid Security shall be in the form of on-line payment/Bank Draft/Banker's Cheque/Bank Guarantee from any Nationalized / Scheduled Indian Bank (Bank Guarantee should be valid for minimum of **210 days** from the date of opening of Technical Bid (*i.e. minimum upto 04/10/2016*)). Any bid not accompanied by a proper Bid Security / EMD in the standard format will be rejected outright.
- (iii) The quoted rates by the bidder(s) must be kept firm during the performance of the contract and not subject to variation on any account except the following :-
- (a) In the event of any change of price of **H.S.D.** from the present price of **Rs. 56.01/Litre** i.e. (based on Duliajan Price) rates will stand revised. For every 1% (one percent) increase or decrease of H.S.D price at Duliajan, the company will be liable to increase or decrease the Truck, Trailer, Tonnage rate by 0.30% ( decimal three zero percent).
- (b) Any bid submitted with an adjustable price quotation other than the above will be treated as non-responsive and rejected.
- (iv) Conversion for Voluminous material will be done based on following formula :-
- (a) The weight of the Bulky cargo i.e. cargo having a disproportionately high Volume to weight ratio, will be calculated on the basis of 1.7 Cubic Meter (60 Cubic Feet) per Metric Ton. The volume weight when taken into consideration will be limited to maximum 9 MT for Truck load material & 20 MT for Trailer load material.
- (b) Any bid submitted with formula other than the above will be treated as non-responsive and rejected.
- (v) The maximum ODC surcharge payable shall be limited to 30% of the normal freight amount of the consignment. Any bid submitted with an adjustable price quotation other than this will be treated as non-responsive and rejected.
- (vi) Demurrage charge / Wharfage charge / any other charge at Railway siding, if incurred due to time taken more than allowable free time or due to any reason will have to be borne by bidder. Bid with any other condition will be rejected.
- (vii) Any bid received by the company after the deadline for submission of bids prescribed by the company will be rejected.
- (viii) Any bid received in the form of **Hard copy**/Telex/ Cable/Fax/E-Mail will not be accepted.
- (ix) Bid shall be typed or written in indelible ink and original bid shall be signed by the bidder or by their authorized representative on all pages, failing which the bid shall be rejected.

- (x) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting the requirement shall be rejected.
- (xi) Any bid containing false statement will be rejected.
- (xii) The bidders are required to quote for all the items as given in the Bid Evaluation Criteria failing which, the bid will be rejected.
- (xiii) There should not be any indication of price in the **Un-Priced Techno-Commercial Bid** (consisting of Technical Bid Part). A bid will be straightway rejected if price is given in the Technical Bid.
- (xiv) The bid documents are not transferable. Offers made by Bidders who have not purchased the bid documents from the company will be rejected.
- (xv) Bid received with validity of offer less than **180 (one hundred eighty)** days from the date of Technical Bid Opening will be rejected.
- (xvi) 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.
- (xvii) 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. 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. **If any bidder refuses to sign the Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.**

**B. BID EVALUATION CRITERIA (BEC)**:- 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) For ascertaining overall ranking the total bid price will be worked out taking the quantum indicated below and the prices quoted for the particular sector/distance slab as per the price bid format enclosed **(Note: Bids will be evaluated exclusive of Service Tax)**.
- (ii) **PURCHASE PREFERENCE CLAUSE**: Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:-
  - (a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
  - (b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
  - (c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor,

value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

**Documentation required to be submitted by MSEs:** Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

- (iii) The bids will be evaluated based on quantum given below which is estimated transport requirement for a period of 2 (*two*) years as detailed below:-

(a) **POINT TO POINT:-**

SI No.	From * to Duliajan/ From Duliajan to * (same rate)	Tonnage for BEC only (In MT)		
		Sundry	Full Truck	Full Trailer
1.	*Kolkata	2,000	3,000	17,000
2.	*Taloja/Nagothane/Sukeli	Nil	Nil	1,000
3.	*Narkatapalli (Hyderabad)	100	400	1,000
4.	*Pipenagar (Ghaziabad)	Nil	100	2,000
5.	*Bahadurgarh (Haryana)	Nil	Nil	500
6.	*Pune/Barmati	50	200	1,500
7.	*Mumbai /Navi Mumbai	100	200	200
8.	*Jodhpur /Hamira (Rajasthan)	50	100	300
9.	*Sibsagar /Nazira (Assam)	Nil	600	600
10.	*Delhi	50	100	100
11.	*Guwahati	50	300	50
12.	*Nagaon (Assam)	Nil	100	Nil
13.	*Moran (Assam)	Nil	4,000	Nil
14.	*Naini (Allahabad)	300	Nil	Nil
15.	*Dehradun	500	Nil	Nil
16.	*Anjer/ Bharuch (Gujarat)	Nil	Nil	500
17.	*Sinara (Maharashtra)	Nil	Nil	2,000
18.	*Kolhapur (Maharashtra)	50	100	Nil
19.	*Kirkoskarvadi (Maharashtra)	30	Nil	Nil
20.	*Baroda (Gujarat)	50	100	Nil

(b) **DISTANCE SLAB:-**

SI No.	Distance Range (In Km)	K.M. to be considered for Bid Evaluation	Tonnage for BEC only (In MT)		
			Sundry	Full Truck	Full Trailer
1.	0 – 100	100	100	200	500
2.	101 – 500	500	100	500	500
3.	501 – 1,000	1,000	100	200	100
4.	1,001 – 2,000	2,000	100	300	500
5.	2,001 & above	3,000	200	500	200

**(c) TRANSPORTATION OF TUBULARS (PIPES OF VARIOUS SIZES) FROM KOLKATA DOCK & LOADING ON RAILWAY RAKE AT SHALIMAR RAILWAY SIDING :-**

Job Description: To transport Tubulars by trailer from Kolkata Dock & stack at Shalimar railway yard. Indenting of Railway rake of BRN / BRH (open) wagon for booking Tubular item to Oil India Ltd, Duliajan for delivery at Duliajan / Tinsukia, Assam. Loading to be done within stipulated free time as per Railway's norms. Making payment of Railway freight & obtaining of Railway Receipt(RR). Charges to be exclusive of Railway freight.

**Quantity: 5,000 MT** for Bid evaluation only

**(d) TRANSPORTATION OF TUBULARS (PIPES OF VARIOUS SIZES) FROM HALDIA DOCK & LOADING ON RAILWAY RAKE AT HALDIA RAILWAY SIDING:-**

Job Description: To transport Tubulars by trailer from Haldia Dock & stack at Haldia railway yard. Indenting of Railway rake of BRN / BRH (open) wagon for booking Tubular item to Oil India Ltd, Duliajan for delivery at Duliajan / Tinsukia, Assam. Loading to be done within stipulated free time as per Railway's norms. Making payment of Railway freight & obtaining of Railway Receipt (RR). Charges to be exclusive of Railway freight.

**Quantity: 5,000 MT** for Bid evaluation only

**(e) UNLOADING OF TUBULARS (PIPES OF VARIOUS SIZES) AT TINSUKIA RAILWAY STATION AND TRANSPORTATION:-**

Job Description: To take delivery of rake load of Tubulars from Railway Authority at Tinsukia Railway station and release the same after unloading within stipulated free time as per railway's norms. Unloaded Tubulars to be delivered by trailer at OIL's Duliajan yard or locations situated within 50 KM radius from Tinsukia railway station. At Railway siding unloading of Tubulars from rake & loading on trailer to be done by bidder. At unloading site unloading from trailer by crane will be arranged by Oil India Ltd. at no extra cost to the contractor.

**Quantity: 5,000 MT** for Bid evaluation only

**(f) TRANSPORTATION OF TUBULARS (PIPES OF VARIOUS SIZE) FROM KOLKATA DOCK (NSD/KPD) & LOADING ON RAILWAY RAKE AT KOLKATA DOCK RAILWAY YARD (NSD/KPD); UNLOADING FROM RAILWAY RAKE AT DULIAJAN/TINSUKIA RAILWAY STATION AND TRANSPORTATION TO LOCATION POINTS:-**

Job Description: To transport Tubulars by trailer from Kolkata Dock (NSD/KPD) & stack at Kolkata Dock railway yard (NSD/KPD). Indenting of Railway rake of BRN / BRH (open) wagon for booking Tubular item to Oil India Ltd, Duliajan for delivery at Duliajan / Tinsukia, Assam. Loading to be done within stipulated free time as per Railway's norms. Making payment of Railway freight & obtaining of Railway Receipt(RR).To take delivery of rake load of Tubulars from Railway Authority at Duliajan/Tinsukia Railway station & release the same after unloading within stipulated free time as per Railway's norms. Unloaded Tubulars to be delivered by trailer at OIL's Duliajan yard or locations situated within 50 KM radius from Duliajan/Tinsukia railway station. At Railway siding unloading of Tubulars from rake & loading on trailer to be done by bidder. At unloading site, unloading from trailer by crane will be arranged by Oil India Ltd. at no extra cost to the contractor. Charges to be exclusive of Railway freight.

**Quantity: 20,000 MT** for Bid evaluation only

**Notes :-** For dispatch of consignment by rail / taking delivery from railways, following points may be noted:-

- (i) Bidder should quote above charge exclusive of Railway freight. Railway freight will be reimbursed at actuals as per amount mentioned in Railway Receipt (RR).
- (ii) Railway Receipt (RR) has to be clear RR. In the event of 'Said to contain RR', responsibility of shortage / damage will lie on the bidder.

- (iii) Railway Receipt (RR) has to be submitted immediately to OIL. This is required in order to facilitate getting delivery of Railway rake by OIL from Railways.
- (iv) Bidder to note that the quantum of weight for transportation by trailers shall be based on the actual quantity handled and not on the quantity shown in Railway Receipt (RR) (i.e. chargeable weight) or any other documents. Payment shall be made on the actual tonnage handled by the bidder.
- (v) Advance intimation regarding dispatch of rake and other relevant document, RR etc. will be provided by OIL.
- (vi) Expenses if any on Demurrage charge / Wharfage charge / any other charge at Railway siding will be on bidder's account.

**C. NOTES ON BRC/BEC :-**

- (i) It is to be clearly understood that the quantum indicated above are only for ascertaining comparative positions of bidders. Transportation of goods will be as per actual requirement and the selected bidders will have no objection in transporting more or less than the indicated quantity.
- (ii) If any of the clauses of the Bid Rejection Criteria/ Bid Evaluation Criteria (BRC/BEC) contradict with the clauses of the tender elsewhere, those in the BRC/BEC will prevail.
- (iii) In case bidder takes exception to any clause of the bidding document not covered under BEC / BRC, then the Company has the right of 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.
- (iv) 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 be liable to be rejected.
- (v) Conditional tenders are liable to be rejected at the discretion of the Company.
- (vi) The Company reserves the right to reject any or all of the Bids or accept any Bid, in full or in part without assigning any reason.

**D. AWARD CRITERIA :-**

- (i) The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of acceptable lowest quoted bid price worked out as per BEC criteria above and whose bid has been determined to be substantially responsive.
- (ii) In case of identical situation where L-1 bidder happens to be two or more than two, then L1, L2 etc. will be determined by draw of lottery among the parties offering the same lowest price.
- (iii) The services covered against the tender will be split between L1 and L2 bidder on 60%(L1):40%(L2) basis provided L2 bidder match their line item-wise higher rates with L1 bidder. However, original rates as quoted by L2 bidder will not be allowed to increase under any circumstances. In the event that L2 declines to match their rates with L1 as specified above, then the contract shall be awarded to L1 bidder.

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

**DESCRIPTION OF WORK / SERVICE :**

**HIRING OF SERVICES FOR TRANSPORTATION OF GOODS BY ROAD TO AND FROM ANY PART OF INDIA FOR A PERIOD OF 02 (TWO) YEARS WITH A PROVISION FOR EXTENSION BY ANOTHER 01 (ONE) YEAR AT THE SAME RATES, TERMS & CONDITIONS AT THE DISCRETION OF THE COMPANY.**

This service contract agreement (herein after referred to as 'Contract') made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between OIL INDIA LTD, a body corporate and established under the Companies Act 1956, having its registered office at Duliajan, Assam, PIN - 786602 (hereinafter called 'Company' which expression shall unless otherwise provided, include its executors, successors, administrators and permitted assignees) on one part

AND

Shri/Smti/M/s..... carrying on business as proprietor/partners/Company under the name and style of \_\_\_\_\_ and having his/her/their Registered/Main Office in the State of \_\_\_\_\_ and governed by the Indian Laws (hereinafter called the "Contractor") which expression unless repugnant to the context shall include its Executors, Successors, Administrators and permitted Assigns on the other part.

Whereas, the Company desires to hire the above mentioned services.

Whereas, the Contractor represents that he/she/they has/have adequate capacity to undertake the aforesaid service and is equipped with fully trained personnel capable of adequately operating and providing the required services.

Now, therefore, in consideration of the promises and the mutual covenants of both the parties, hereinafter, set forth, it is mutually agreed as follows :-

**1.00    "AGREEMENT"** means this service agreement.

**2.00    AREA OF OPERATION:** - From any part in India to OIL's operational areas more specifically defined under Part - III : Special Terms & Conditions (SCC).

**3.00    COMMENCEMENT:-**

Bidder should be in a position to commence the work as per mobilization period specified of \_\_\_\_\_ **days from the date of issue of LOA**. However, the actual commencement date of the work under the agreement will be as per the work-order issued by **HEAD-MATERIALS** only.

On failure of the contractor to commence & complete the works as per the work orders, "Liquidated damage/compensation/penalty etc." will be recovered as noted in Part-III (SCC) hereof, from the bills/security-deposit etc.

**4.00    BID SECURITY (EMD) & PERFORMANCE SECURITY DEPOSIT:-**

**4.01    BID SECURITY (EMD) DEPOSIT:-**

Failure of the Contractor to sign the agreement within reasonable time of its presentation to them shall constitute sufficient grounds for the annulment of the award of the contract and forfeiture of the Bid Security Deposit, in which event, the Company may award the contract to the next evaluated bidder or call for new bid or negotiate with the next lowest bidder as deemed fit.

**4.02    PERFORMANCE SECURITY DEPOSIT:-**

Performance Security deposit will be @ 2.5% (two decimal five percent) of total contract value as GUARANTEE against satisfactory performance of the contract during the contractual period.

The Performance Security Deposit shall be payable to the Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the 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 agreement, the contractor will have to extend suitably the validity of the "Security Deposit" to cover the extended period.

The Security Deposit 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 realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**5.00 APPLICABLE LAW :-** The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

**5.01** 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 authority for conducting operations under the contract :-  
Motor Vehicle Act, Octroi Duties Act, Port Trust Acts, Indian Railways Act, Mines Act, 1952 as applicable to safety & employment conditions and subsequent amendment, Oil Mines Regulations-1984 wherever applicable Workmen's Compensation Act, Payment of Wages Act, The Minimum Wages Act, Payment of Bonus Act 1965, Contract Labour (Regulation & abolition) Act 1970 and the rules framed there under, Employees Pension Scheme 1995, Interstate Migrant Act 1979 (Regulation of employment & conditions of services), The Employees Provident Fund & Misc. provisions act, Central Excise Act, Income Tax Act 1961, Assam Finance Act 1956, Assam Sales Tax Act 1947, Central Sales Tax Act 1957, Assam Pollution Control Board's Rules & Regulation Service Tax Act, any other Acts as applicable from time to time.

**5.02** The contractor should be fully conversant with the laws applicable to work under this contract and all other relevant rules and connected laws and to abide by them so that jobs assigned are performed efficiently in time. In case of violation of any of the RULES/ACTS/LAWS, the contractor shall be responsible for the consequences arising out of the violation and in no way Company (OIL) will be responsible for it.

**5.03** The contractor or his representative shall abide by the RULES regarding SAFETY & SECURITY measures at the STORE YARD/GODOWN at Duliajan and other points.

**5.04** The fleet of vehicles/Transport equipment, which shall be used for the execution of this contract, must have valid documents like ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS, INSURANCE etc. duly approved by appropriate Govt. Authorities.

**5.05** All goods moving within the Indian Union on account of the Company are covered under a Block (Annual Open) Insurance Policy taken by the Company. This Insurance is for the exclusive benefit of the Company and shall not accrue to the benefit of the contractor. The Company will arrange Transit Insurance for its goods. The contractor shall be responsible to issue Certificate of Facts pertaining to loss assessed by Surveyor/Competent Authorities to the Company within 7 (Seven) days from the date of provisional claim forwarded to the contractor for the purpose of lodging final claim on Insurance Company or any other party.

**6.00 TERMINATION :-**

**6.01 Termination on expiry of contract:-** This contract shall be deemed to have been automatically terminated on the expiry of the contractual period unless the Company has exercised its option to extend the contract in accordance with the provisions of the Contract Agreement.

**6.02** The contract may be terminated at any time by either party without indicating any reason by giving 90 (NINETY) DAYS PRIOR notice in writing of its intention to do so to the other party. In case of unsatisfactory performance of the contractor, Company solely reserves the right to terminate the contract by giving 30 (THIRTY) days written notice.

**6.03 Termination on account of Insolvency of the Contractor** :- In the event that the Contractor at any time during the term of the contract becomes insolvent or makes a voluntary assignment of the contract for the benefit of its creditors or is adjudged Bankrupt then the Company shall by a notice in writing have the right to terminate the contract and all the Contractor's right and privileges hereunder shall stand terminated forthwith. In such eventuality the company shall pay the contractor the applicable rate for the services performed if due upon the date of termination of the contract.

As soon as petition, if any, is made for declaration of insolvency to the court, the Contractor shall keep the Company informed of the fact in writing.

**6.04 Consequences of Termination** :-

- (i) In all cases of termination herein set forth the obligation of the Company to pay the charges shall be limited to the period up to the date of termination and the Contractor will not be entitled to any damage or compensation on account of termination.
- (ii) Notwithstanding the termination of this contract, the Contractor shall reasonably continue to be bound by the provisions of this contract that reasonably require some action forbearance after such termination.

**7.00 FORCE MAJEURE**:- In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean Acts of God, War, Revolt, Agitation, Riots, Fire, Flood, illegal & unlawful Strikes, civil commotion, road barricade (but not due to interference of employment problem of the contractor), Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Transport Supplier's equipment / vehicle(s) is/are or are to travel and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (*Seventy Two*) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

**8.00 SETTLEMENT OF DISPUTES AND ARBITRATION:**

**8.01 Arbitration (Applicable for Suppliers/Contractors other than PSU): -**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

- (a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

- (b) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- (c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- (d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- (e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- (f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (g) The arbitral tribunal shall make and publish the award within time stipulated as under :

<b>Amount of Claims and counter claims(excluding interest)</b>	<b>Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)</b>
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

- (h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- (i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- (j) The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- (k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- (l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**8.02 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):-**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 8.01 & 8.02 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

**9.00 INDEMNITY CLAUSE:-**

- (a) The contractor agrees to protect, defend, indemnify and hold the company harmless from and against all claims, suits, demands, causes of action, liabilities, expenses, costs, liens, judgment of every kind and character without limit which may arise in favour of the contractor's employees, agents, sub-contractors or their employees on account of bodily injury or death as a result of the 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.
- (b) The company agrees to protect, defend, indemnify and hold the contractor harmless from and against all claims, suits, demands, causes of action, liabilities, expenses, costs, liens, judgment of every kind and character without limit which may arise in favour of the company's, agents, sub-contractors or their employees on account of bodily injury or death, as a result of the 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.

**10.0 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)."

**11.0 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.

IN WITNESS whereof the parties hereinto set their 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

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

Date\_\_\_\_\_

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

-----  
(Full Name of Signatory)

Address:-

-----  
\_\_\_\_\_  
\_\_\_\_\_

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

SIGNED & DELIVERED FOR AND ON  
BEHALF OF OIL INDIA LIMITED.

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

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

**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**CONTRACTS DEPARTMENT, DULIAJAN, ASSAM - 786602**

**PART- II : SOQ (Schedule of Work, Unit & Quantity)**

**1.0 Description of Service:** Hiring of services for transportation of goods by road to and from any part of India for a period of 02 (two) years with a provision for extension by another 01 (one) year at the same rates, terms & conditions at the discretion of the Company.

**2.0 Schedule of Work, Unit and Quantity (SOQ) :** Rates for Point to Point Basis for both "To & From" Duliajan (same rate i.e. only one way rate to be quoted)

Item No.	Location (To & From Duliajan)	Estimated Quantity for BEC		
		Sundry Load (in MT)	Full Truck Load (in MT)	Full Trailer Load (in MT)
10	Kolkata	2,000.00	3,000.00	17,000.00
20	Taloja / Nagothane / Sukeli			1,000.00
30	Narketpally (Hyderabad)	100.00	400.00	1,000.00
40	Pipenagar (Ghaziabad)		100.00	2,000.00
50	Bahadurgarh (Harayana)			500.00
60	Pune / Baramati	50.00	200.00	1,500.00
70	Mumbai / Navi Mumbai	100.00	200.00	200.00
80	Jodhpur / Hamira (Rajasthan)	50.00	100.00	300.00
90	Sibsagar / Nazira		600.00	600.00
100	Delhi	50.00	100.00	100.00
110	Guwahati	50.00	300.00	50.00
120	Nagaon (Assam)		100.00	
130	Moran (Assam)		4,000.00	
140	Naini (Allahabad)	300.00		
150	Dehradun	500.00		
160	Anjer / Bharuch (Gujarat)			500.00
170	Baroda (Gujarat)	50.00	100.00	
180	Sinara (Maharastra)			2,000.00
190	Kolhapur (Maharastra)	50.00	100.00	
200	Kirloskarvadi (Maharastra)	30.00		

**3.0 Schedule of Work, Unit and Quantity (SOQ) :** Rates for Distance Slab for both "To & From" Duliajan (same rate i.e. only one way rate to be quoted)

Item No.	Distance Slab (In Km)	Km to be considered for bid evaluation	Estimated Quantity for BEC		
			Sundry Load (in MT)	Full Truck Load (in MT)	Full Trailer Load (in MT)
210	0 - 100	100.00	100.00	200.00	500.00
220	101 - 500	500.00	100.00	500.00	500.00
230	501 - 1000	1,000.00	100.00	200.00	100.00
240	1001 - 2000	2,000.00	100.00	300.00	500.00
250	2001 & above Km	3,000.00	200.00	500.00	200.00

**4.0 Schedule of Work, Unit and Quantity (SOQ) : Rates for Transportation of Tubulars / Unloading of Tubulars from Railway Rake**

Item No.	Description of Job	Estimated Quantity of Tonnage for BEC only (MT)
260	<b><u>Transportation of Tubulars (pipes of various sizes) from Kolkata Dock &amp; Loading on Railway Rake at Shalimar Railway siding:-</u></b> To transport Tubulars by trailer from Kolkata Dock & stack at Shalimar railway yard. Indenting of Railway rake of BRN / BRH (open) wagon for booking Tubular item to Oil India Ltd., Duliajan for delivery at Duliajan / Tinsukia, Assam. Loading to be done within stipulated free time as per railway's norms. Making payment of Railway freight & obtaining of Railway Receipt (RR). Charges to be exclusive of Railway freight.	5,000.00
270	<b><u>Transportation of Tubulars (pipes of various sizes) from Haldia Dock and Loading on Railway Rake at Haldia Railway siding:-</u></b> To transport Tubulars by trailer from Haldia Dock & stack at Haldia railway yard. Indenting of Railway rake of BRN / BRH (open) wagon for booking Tubular item to Oil India Ltd., Duliajan for delivery at Duliajan / Tinsukia, Assam. Loading to be done within stipulated free time as per railway's norms. Making payment of Railway freight & obtaining of Railway Receipt (RR). Charges to be exclusive of Railway freight.	5,000.00
280	<b><u>Unloading of Tubulars (pipes of various sizes) at Tinsukia Railway Station and Transportation:-</u></b> To take delivery of rake load of Tubulars from Railway Authority at Tinsukia Railway station and release the same after unloading within stipulated free time as per railway's norms. Unloaded Tubulars to be delivered by trailer at OIL's Duliajan yard or locations situated within 50 KM radius from Tinsukia railway station. At Railway siding unloading of Tubulars from rake & loading on trailer to be done by bidder. At unloading site unloading from trailer by crane will be arranged by Oil India Ltd. at no extra cost to the contractor.	5,000.00
290	<b><u>Transportation of Tubulars (Pipes of various sizes) from Kolkata Dock (NSD/KPD) &amp; loading on Railway Rake at Kolkata Dock Railway Yard (NSD/KPD); Unloading from Railway Rake at Duliajan/Tinsukia Railway Station and transportation to location points:-</u></b> To transport Tubulars by trailer from Kolkata Dock (NSD/KPD) & stack at Kolkata Dock railway yard (NSD/KPD). Indenting of Railway rake of BRN / BRH (open) wagon for booking Tubular item to Oil India Ltd, Duliajan for delivery at Duliajan / Tinsukia, Assam. Loading to be done within stipulated free time as per railway's norms. Making payment of Railway freight & obtaining of Railway receipt(RR).To take delivery of rake load of Tubulars from Railway Authority at Duliajan/Tinsukia Railway station & release the same after unloading within stipulated free time as per railway's norms. Unloaded Tubulars to be delivered by trailer at OIL's Duliajan yard or locations situated within 50 KM radius from Duliajan/Tinsukia railway station. At Railway siding unloading of Tubulars from rake & loading on trailer to be done by bidder. At unloading site, unloading from trailer by crane will be arranged by Oil India Ltd. at no extra cost to the contractor. Charges to be exclusive of Railway freight.	20,000.00

**5.0** The bids will be evaluated based on the above quantities which is the estimated transport requirement for a period of 2 (two) years.

**6.0** Bidders should include all liabilities including statutory liabilities but **excluding Service Tax** in their quoted rates. Service Tax, as applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (as applicable) shall be reimbursed to the Contractor on the basis of documentary evidence. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall rest entirely upon the Contractor.

**7.0** The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidders should carefully note that there should be no entries or mention of any pricing information in the "c-folder" (Un-priced Techno-Commercial Bid ) otherwise the bid will be rejected. The price quoted in the "PRICE BIDDING FORMAT" only shall be considered for evaluation purpose.

**8.0** The rates quoted by the Bidder shall be fixed and firm during the performance of the contract and not subject to variation on any account except in respect of the following :- In the event of any change of price of H.S.D. by the Govt of India (from the present price of **Rs 56.01 per litre** of Diesel based on Duliajan price) rates will stand revised. For every 1% (one percent) increase or decrease of H.S.D. price at Duliajan, the Company will be liable to increase or decrease the Truck, Trailer and Tonnage rates by 0.30% (decimal three zero percent).

**9.0** Tenure of Agreement : 02 (Two) years from the actual date of commencement of contract.

**10.0** If desired, Company may extend the contract by another 1 (one) year at the same rates, terms & conditions and such extension shall be binding on the part of the contractor.

**11.0** Tendered cost of fuel (H.S.D.) : **Rs. 56.01 per litre** of Diesel based on Duliajan price.

**12.0** The quantity mentioned above is for evaluation purpose only. Transporting of goods will be as per actual requirement and the bidders will have no objection in transporting more or less than the indicated quantity. Payment shall be made on actual tonnage handled by the bidder.

**13.0** The bid and all uploaded documents must be digitally signed using "Class 3" digital certificate (e-commerce application) i.e. certificate with personal verification and organisation name as per Indian IT Act obtained from licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India ([www.cca.gov.in](http://www.cca.gov.in)). Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

**Bidder**

**Company**

**PART III – SPECIAL TERMS AND CONDITIONS (SCC)**

**1. AREAS OF OPERATION :-**

The areas to be covered for to and fro transportation of goods are from any place within India. Certain places are specifically defined with per MT rates applicable on 'Point to point' basis while other areas are defined by distance slabs with per MT per KM basis. However, depending on the Company's requirement, the volume of work may increase or reduce.

**2. DEFINITIONS :-**

- (a) '**Company**' means OIL INDIA LIMITED (OIL)
- (b) '**Day**' means calendar day of 24 hours.
- (c) '**Ton**' or '**Metric Tonne**' means **2204.6 lbs** or **1000 kgs**.
- (d) '**Contractor**' means any individual / firm / company engaged as Transport agent or Carrier to whom the contract for transportation is awarded.
- (e) '**OIL's Authorised Officer**' means the General Manager (S) / Head-Materials / Head-Contracts / Head-CB / General Manager (PLS) / All Project Managers and any other Officer who may be declared as such for the purpose of this contract by the RESIDENT CHIEF EXECUTIVE or the said Officers.
- (f) '**Contract Agreement**' means the agreement entered into after depositing Security Money between Company and Contractor, as recorded in the contract agreement signed by the parties, including all attachments & appendices thereto and all documents incorporated by reference therein.
- (g) '**Distance**' means the distance by the shortest approachable and plying ROUTE in between the places of LOADING & DELIVERY. Details explained in Clause 3 below.
- (h) '**Weight**' means gross weight of the Stores, Goods, Materials, Equipment etc. to be transported in Kg or MT.
- (i) '**Date of booking**' means date on which Company or any other person acting on behalf of Company including a supplier (who is directed by the Company) to offer consignment(s) to the Contractor for carriage in writing.
- (j) '**Trailer load**' means minimum cargo of 20 (*Twenty*) MT & '**Truck load**' means minimum cargo of 9 (*Nine*) MT. However, when load(s) transported by a vehicle is more than above, weight will be considered as per the consignment note.
- (k) '**Sundries**' means different small consignments considered collectively. Sundry load(s) are NOT one Truck or Trailer load. For carriage it can be combined with consignments not belonging to the Company (OIL) in the carriage.
- (l) '**Over Dimensional Consignments**' (ODC) shall mean Over Dimensional Consignment exceeding the following dimensions:-

<u>DESCRIPTION OF LOAD</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>HEIGHT</u>
TRUCK LOAD	5.9 m	2.1 m	2.35 m
TRAILER LOAD	12.2 m	2.5 m	2.35 m

- (m) '**Supplier**' means who has business relation with the Company and has been instructed by the Company to dispatch goods.
- (n) '**Urgent load**' means a load declared so by the Authorised officer.

**3. DETERMINATION OF DISTANCE :-**

For the purpose of determination of distance in case of Stations or any place not specified, the distance involved in transportation shall be determined with reference to State P.W.D.'s statistics or through a certificate from ALL INDIA AUTOMOBILE ASSOCIATION. In other cases, from the meter reading of Company's vehicle's if practicable which the Contractor may also verify. For the purpose of payment, the shortest distance amongst the above three sources will be taken as standard.

Company reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 150 km. Freight payment for excess distance to travel for the diversion if any will be paid as per applicable rates.

**4. DETERMINATION OF WEIGHT:-**

**4.1 FOR TRANSPORTATION BY ROAD:-**

(a) Consignor's Invoice weight shall be accepted as weight of the consignment. However, 50 (Fifty) kg or Rs 50.00 (Fifty) whichever is higher will be considered as the minimum chargeable weight / freight. One copy of the Forwarding Note of the Company's Supplier/Consignor showing the Gross weight of the consignment should be attached with the Carrier's Consignment Note for verification of weight and same shall be deemed as actual and chargeable weight for payment purpose. In the event of any dispute / doubt, the consignee or any competent officer will have the right to verify the same and a variation of upto a maximum of +/- 2% will be permissible. Payment will be made as per the actual weight received.

(b) The weight of the Bulky cargo i.e. cargo having a disproportionately high volume to weight ratio, will be calculated on the basis of 1.7 Cubic Meter (60 Cubic Feet) per Metric Ton. The volume weight when taken into consideration will be limited to maximum 9 MT for Truck load material & 20 MT for Trailer load material.

**4.2 FOR DESPATCH BY / COLLECTION FROM RAILWAY RAKE:-**

Quantum of weight for transportation from Dock to Railway siding / transportation from Railway siding to OIL's site shall be based on the actual quantity handled and not on the quantity shown in Railway Receipt (RR) (i.e. chargeable weight) or any other documents. Payment shall be made on the actual tonnage handled.

**5. SELECTION OF VEHICLE :-**

If the dimension of a consignment is within 5.9m x 2.1m x 2.35m, and weight is within the RLW of the suppliers' fleet of truck, same has to be transported by truck only. The contractor has to inspect the consignment before providing suitable vehicle. Where Company is satisfied that the material CANNOT be accommodated in the truck due to odd size / volume of the package, a suitable Trailer has to be provided.

**6. Over Dimensional Consignments (ODC) :-**

6.1 ODC shall mean consignment exceeding the following dimensions :-

<u>DESCRIPTION OF LOAD</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>HEIGHT</u>
Truck Load	5.9 m	2.1 m*	2.35 m
Trailer Load	12.2 m	2.5 m	2.35 m**

\* Goods if accommodated within the side walls of the Truck shall not attract ODC charges in width even if the width exceeds 2.1 meters.

\*\* Laden containers on Trailers shall not be considered as ODC in height if the same is upto 4.2 meters in height from ground level.

6.2 ODC surcharges i.e. ODC payment will be considered in case measurement of the consignment exceeds any of the dimensions i. e. length/width/height as above. ODC surcharge will be regulated as under :-

6.2.1 LENGTH: ODC surcharge on length shall be payable @ 10% of freight charges for every increase of 30 centimeters or part thereof beyond the normal length as mentioned in clause 6.1 above.

## **E-TENDER NO : CDI0039P16**

- 6.2.2 **WIDTH**: ODC surcharge in width shall be payable for the consignment exceeding beyond 1.25 Meters from the Central line of the Vehicle on either side @ 10% for every increase of 10 Cm. or part thereof beyond the permissible width of 1.25 Meters from the Central line of the Vehicle.
- 6.2.3 **HEIGHT**: ODC surcharge of height shall be payable for the consignment exceeding 2.35 Meters in height (dimension of consignments only) @ 10% for every increase of 10 Cm. or part thereof beyond 2.35 Meters. In the case of containers, the ODC surcharges shall not be payable up to the height of 4.2 meters from ground level. The surcharges for height of containers beyond 4.2 meters shall be payable @ 10% for every increase of 10 Cm. or part thereof.
- 6.3 The maximum ODC surcharge payable shall not exceed 30% of the normal freight amount of the consignment.
- 6.4 ODC surcharges on the payable freight shall be admissible for carriage of ODC exceeding the Standard dimension specified under Clause 6.1 subject to the permissibility in accordance with relevant applicable rules, regulations and laws.
- 6.5 Efforts shall be made to move the consignments by deployment of such vehicles that the consignment remains within the possible limits of projection as per Motor Vehicle Rules. In case the same is not possible, it shall be the sole responsibility of the Contractor to take special permission from all concerned authority.
- 6.6 The contractor shall be responsible for transportation of ODC consignment NOT exceeding the following dimensions :-
- (i) **Width** : Not exceeding 1.5 meters in case of trailers and 1.05 meters in case of trucks on any one side from the central line of the vehicle.
  - (ii) **Length** : Not exceeding 14.4 meters in case of trailers and 6.5 meters in case of Trucks.
  - (iii) **Height** : Not exceeding 2.8 meters in the case of trailers and 2.35 meters in case of trucks (excluding containers).

## **7. TRANSPORTATION TIME :-**

### **7.1 FOR TRANSPORTATION BY ROAD :-**

- (i) The contractor shall be responsible to provide suitable vehicle within 48 (Forty Eight) hours from the date & time of notice, which will be 24 hrs in case of urgent transfer of goods.
- (ii) On receipt of the notice, the contractor shall take custody of all goods at the originating points and deliver them at the indicated destinations within maximum periods from the date of notice as under:-

<b><u>DISTANCE (KM)</u></b>	<b><u>FULL TRUCK LOAD</u></b>	<b><u>SUNDRY LOAD</u></b>	<b><u>FULL TRAILOR LOAD</u></b>
0-100	5 days	10 days	5 days
101-500	7 days	15 days	10 days
501-1000	15 days	25 days	25 days
1001-2000	25 days	35 days	30 days
2001 & above	30 days	40 days	45 days

### **7.2 FOR DESPATCH BY / COLLECTION FROM RAILWAY RAKE :-**

- (i) **FOR DESPATCH OF CONSIGNMENT OF TUBULAR FROM KOLKATA / HALDIA PORT :-**  
The contractor shall be responsible to take custody of Tubular at KOLKATA/HALDIA Dock, lift, transport to Railway siding, give indent to Railway for Railway rake, load Tubular on Railway rake & handover Railway receipt (RR) to OIL immediately after booking. This job shall be completed within 20 (Twenty) days from the date & time of notice. However, any delay on the

part of Indian Railways in allotment of rake will be condoned, if found genuine. Effort shall be made by contractor for early allotment of Railway rake.

**(ii) FOR RECEIPT OF CONSIGNMENT OF TUBULAR AT TINSUKIA RAILWAY SIDING :-**

The contractor shall be responsible to take custody of Tubular in Railway rake soon after arrival of Railway rake without any delay. Contractor shall also unload & shift Tubular from Railway siding within allowable free time. Thereafter contractor will arrange delivery of Tubular at Dulaijan or designated site within 15 days from date of arrival of Railway rake.

**8. REIMBURSEMENT OF RAILWAY FREIGHT & SUBMISSION OF RAILWAY RECEIPT (RR) :-**

Railway freight will be reimbursed at actuals as per amount mentioned in Railway receipt (RR). Railway receipt (RR) has to be clear RR. In the event of 'Said to contain RR', responsibility of shortage / damage will lie on the contractor. Railway receipt (RR) has to be submitted immediately to OIL. This is required in order to facilitate getting delivery of Railway rake by OIL from Railways.

**9. DEMURRAGE CHARGE / WHARFAGE CHARGE / ANY OTHER CHARGE AT RAILWAY SIDING :-**

Demurrage charge / Wharfage charge / Any other charge at Railway siding, if incurred due to time taken more than allowable free time or due to any reason will have to be borne by Contractor.

**10. BONUS FOR URGENT TRANSFER OF GOODS :-**

Company agrees to make 10% Bonus payment over normal freight charges for goods declared as 'Urgent load', provided the contractor's vehicle covers an average distance of 200 km per day for TRAILOR LOAD & SUNDRY consignments and an average of 300 km per day for full TRUCK LOAD consignments and reach the destination. The duration will be counted from the date of notice to the date of delivery of goods by the vehicle at the destination. Transshipment of materials during transit will not be permitted in such cases except for accident or breakdown.

**11. NON-EXECUTION OF WORK / RISK CLAUSE :-**

If a particular consignment is not lifted for carriage by the contractor or not provided with sufficient number of suitable vehicles within the stipulated time, Company shall be at full liberty to assign the work either in full or in part to any other agency at the risk and cost of the contractor. Any extra cost if incurred in making such alternative arrangement shall be recovered either from the contractor's pending bills or from Security Deposit or any other dues pending with the Company.

**12. LIQUIDATED DAMAGES :-**

Liquidated damage @ 1/2 % (Half percent) of the total freight charges payable against a particular consignment per week or part of week will be charged for delay beyond stipulated transportation time for first 4 (Four) weeks. In case of delay beyond 4 weeks Liquidated damage will be applicable @ 1% (one percent) per week subject to a maximum of 7.5 % (Seven & half percent).

**13. ENTRY RESTRICTIONS TO COMPANY PREMISES :-**

Contractor's vehicle shall be permitted to enter Company's area for loading and unloading purposes on following days: -

**MONDAY TO FRIDAY : 8.00 AM To 1.00 PM**

Vehicles will not be permitted to enter on Saturdays, Sundays & Holidays and in such cases the Company shall not be liable for any extra payment by way of Detention charges except for those cases where the vehicle reported earlier. However, Company may in special cases relax above conditions at its sole discretion.

**14. LOADING, UNLOADING & PROVIDING OF CRANE HANDLING SERVICE :-**

Contractor will be required to arrange loading and unloading of packages of a consignment upto 300 kgs weight by its available Crew. Where packages of a consignment are above 300 kgs weight, Crane services, if necessary, are to be arranged by the contractor and specific note will be made in the Consignment Note. Crane service charge will be paid @ Rs. 125/- (*Rupees One hundred twenty five*) only per MT per operation for loading or unloading operations. However, Company will arrange its own cranes if NOT specified.

**15. DELIVERY / COLLECTION INSTRUCTIONS :-**

- (i) Sundry consignments less than 3 (Three) Tons shall be delivered / collected to and from Contractor's godown in various Cities by the Company. However, Contractor will be required to place vehicle(s) for Delivery / Collection of consignments weighing more than 3(Three) Tons at the Loading / Unloading points. All consignments booked for the Company will be delivered in the Company's respective receiving godown on door delivery basis, irrespective of weights. Similarly all consignments booked by the Company will be collected from the respective godown of the Company irrespective of weights.
- (ii) In case of documents like Railway receipts, Letter of Authority to collect consignments etc, contractor will examine to ensure that the papers are complete in all respect for timely completion of work. Where there is a SHORT DELIVERY or NON-DELIVERY of materials and the contractor was entrusted with R.R. for collection, the necessary certificates for short delivery or non-delivery has to be obtained by the contractor from the Railway Authorities.

**16. TRANSSHIPMENT EN ROUTE :-**

The vehicles deployed by the Contractor shall carry the materials directly from the collection point to the delivery point without any transshipment en route except under unavoidable circumstances such as in the case of accident and/or breakdown of the vehicle. No charges shall be payable for such transshipment and consequent handling/storage of the goods.

**17. CONSIGNMENT NOTES :-**

Consignment notes issued against dispatches must indicate the following :-

- (i) Brief description of Goods
- (ii) No. of packages / boxes.
- (iii) OIL's order No. or Reference No. if any
- (iv) Name of Consignee and Consignor
- (v) Actual weight and volume in case of bulky cargo
- (vi) Freight element
- (vii) Clear indication for crane services, if any.
- (viii) Clear indication for escort services, if any.

**18. RECOVERY AGAINST DAMAGES / SHORTAGES :-**

- (i) If any equipment / store is damaged or lost in the course of HANDLING / TRANSPORTING / LOADING / UNLOADING / STACKING, the whole or part of the value of the item(s) damaged / lost / not accounted for shall be recovered from the Contractor's bills. If the damaged part of the equipment is repairable, the cost of repairs as assessed by the Company shall be recoverable from the Contractor. However, claims will be lodged by Company on insurance company in case damages / repairs are valued more than **Rs.5,000.00** (*Rupees Five Thousand*) for indigenous items and **Rs.20,000.00** (*Rupees Twenty Thousand*) for imported items against certificate of facts issued by the contractor. The Contractor will be liable to face counter claim by insurance company. Decision of the Company in all such cases shall be final and binding on the Contractor.

In case of any delay in issuing the certificate the entire amount will be recovered from the Contractor.

- (ii) At the time of dispatch of Tubulars through Rail from Kolkata / Haldia dock, obtained Railway Receipt (RR) from Indian Railways should be clear Railway Receipt (RR). In the event of 'Said to contain Railway Receipt (RR)' cost of shortage / damage found at destination will be recovered from Contractor's bill.
- (iii) The Contractor shall also compensate the Company for loss or damage, if any, caused by him or his people as a result of operation of his vehicle(s). Loss or damage as determined by the Company shall be final and binding on the Contractor.

**19. TRANSIT INSURANCE :-**

All goods moving within the Indian Union on account of the Company are covered under a Block (Annual Open) Insurance Policy taken by the Company. This Insurance is for the exclusive benefit of the Company and shall not accrue to the benefit of the contractor. The Company will arrange Transit Insurance for its goods. The contractor shall be responsible to issue Certificate of Facts pertaining to loss assessed by Surveyor / Competent Authorities to the Company within 7 (Seven) days from the date of provisional claim forwarded to the contractor for the purpose of lodging final claim on Insurance Company or any other party.

**20. CONVERSANT WITH RULES & REGULATION :-**

- (i) The contractor should be fully conversant with the laws applicable to work under this contract including MOTOR VEHICLE ACTS, OCTROL DUTIES ACTS, PORT TRUST ACTS, CONTRACT LABOUR ACTS, INDIAN RAILWAY ACTS etc and all other relevant rules and connected laws and to abide by them so that jobs assigned are performed efficiently in time. In case of violation of any of the RULES / ACTS / LAWS, the contractor shall be responsible for the consequences arising out of the violation and in no way Company (OIL) will be responsible for it.
- (ii) The contractor or his representative shall abide by the RULES regarding SAFETY & SECURITY measures at the STORE YARD / GODOWN at Duliajan and other points.
- (iii) While engaging Trailers for lifting, transportation and delivery of Tubular items, the Contractor shall ensure that each trailer has minimum 5 nos. of Stanchion holes at approx. 1.5 metre interval on each side of the platform (at extreme ends to avail full platform width) for putting approx 2.5 inch OD removable type stanchions (stanchions to be provided by the Contractor). Holes should be made sufficiently strong to hold the stanchion rigidly for loading the trailer with rated load.
- (iv) The fleet of vehicles / Transport equipment which shall be used for the execution of this contract must have valid documents like ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS, INSURANCE etc duly approved by appropriate Govt. Authorities.

**21. CREW MEMBERS WITH VEHICLES :-**

- (i) Persons engaged by the contractor shall carry authority letter from the contractor which shall have to be produced whenever asked for by any of the officials of the company during transportation and handling of materials in the premises of the Company.
- (ii) The contractor must ensure that minimum 3 (three) persons excluding a Driver are available with vehicle / equipment during the time of LOADING / UNLOADING.

- (iii) Any misbehavior to any persons of the Company by the contractor's men involved with this contract will be taken very seriously. The contractor must replace such offender immediately on written advice from the Company. If there is any loss or damage caused to OIL's persons / property due to vandalism, same will be assessed by the Company and will be recovered from the pending bill or Security deposit or any other dues pending with the Company with an intimation to the contractor. Depending on the severity of the offence, which again will be decided by the Company, the contract may be terminated without assigning any reason. This shall not attract the provision of ARBITRATION CLAUSE.
- (iv) The contractor and his staff including crew shall observe all rules for Entry / Exit at all places, Go-downs, drilling sites etc. In connection with loading / unloading / transportation etc, any loss / damage due to any acts by above persons shall be made good from the contractor's pending bills. All persons shall work with diligence and in a workman-like manner effecting utmost economy for the Company.
- (v) The drivers engaged by the Contractor for plying the vehicles should have valid mobile numbers to facilitate effective coordination during transit.

**22. CLAIMS :-**

- (i) All consignments intended for carriage will be packed according to the normal commercial standards and such packing shall be accepted by the carrier as adequately packed materials, for the purpose of this contract and no claim by the contractor on the ground of inadequate packing will be entertained.
- (ii) All claims raised by the Company on the contractor, for which the same is legally liable, shall be settled by the contractor either directly to the Company or through Insurance Company within a maximum period of 15 (Fifteen) days from the date of claims.
- (iii) The number of packages / bundles / pieces indicated by weight or packets or both must be clearly written in the relevant consignment notes. Physical delivery should be affected at the destination accordingly. The contractor shall be responsible to make good of any shortages / damages reported by the destination authorities. The contractor or his representative shall be responsible to issue certificate for short / damage consignment to the Company WITHIN 7 (Seven) DAYS from the date of claims issued by the competent authority of the Company. IN CASE OF DELAY IN ISSUANCE OF THE CERTIFICATE BEYOND 7 DAYS, THE CONTRACTOR WILL BE FULLY LIABLE TO SETTLE THE CLAIM TO THE COMPANY (OIL) WITHOUT ANY DEMUR.
- (iv) Claims shall be preferred by the respective spheres of the Company (OIL), if the consignment is:-
  - (a) Not delivered within the period as specified in CLAUSE 7.0, from the date of collection / acceptance.
  - (b) Delivered short / damaged / leaked / in broken conditions.
  - (c) Value of goods lost, broken and short delivered will be fixed by the Company or its authorized representative, on the basis of supplier's Invoice plus incidental charges. Short / damaged certificate will be issued at the time of delivery of consignment by the contractor.

**23. TERMINATION:-** The contract may be terminated at any time by either party without indicating any reason by giving 90 (NINETY) DAYS PRIOR notice in writing of its intention to do so to the other party. In case of unsatisfactory performance of the contractor, Company solely reserves the right to terminate the contract by giving 30 (THIRTY) days written notice.

**24. FORCE MAJEURE:-** In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party

affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean Acts of God, War, Revolt, Agitation, Riots, Fire, Flood, illegal & unlawful Strikes, civil commotion, road barricade (but not due to interference of employment problem of the contractor), Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Transport Supplier's equipment / vehicle(s) is/are or are to travel and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (*Seventy Two*) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

**25. ARBITRATION**:- Any dispute arising under this contract will be settled through Arbitration as provided in clause no 8.00 & further detailed in sub-clause nos. 8.01 & 8.02 of General Conditions of Contract (GCC). The venue of all arbitrations will be DULIAJAN, ASSAM.

**26. OPERATIONAL AREAS**:- The bidder must have service network across the country with office set-up in Guwahati and Kolkata. Detailed address, Fax No., Tel. No., E-mail, Name of the contact person etc. to be provided for these branches. For any other place in India in which branch offices are not there, the bidder shall give an undertaking to make arrangements with his associates to deliver / dispatch OIL's materials from these stations on behalf of the bidder. If there is no office set up at Duliajan, the bidder must give an undertaking to open an office set up at Duliajan on award of contract.

**27. DETENTION CHARGES :-**

Detention charges will be paid if a truck or trailer load is detained in the Company premises provided the vehicle report between 7.00 AM to 11.00 AM between Monday to Friday. If the vehicle report after 11.00 AM, detention charges will be counted from 7.00 AM next working day. Detention Charges will be at the following rate: -

For Truck - Rs. 500.00 per day per truck beyond 24 Hrs. of reporting time at loading or unloading point.

For Trailers - Rs. 1,000.00 per day per trailer beyond 48 Hrs. of reporting time at loading or unloading point.

Above charges will be applicable only in case of delay in loading / unloading due to Company's fault.

**28. ESCORT DUTY :-**

For consignment declared as "URGENT LOAD" by Head-Materials or his representatives, the transporter is required to provide Escort. Rs.400.00 per man-day plus return rail fare by II<sup>nd</sup> (Second) Class would be payable by OIL for availing Escort service. The duties of the ESCORT will be to provide information of the movement of the consignment by Telephone / FAX / E-mail etc. at every two days interval to the specified address as instructed. Company reserves the right to recall the ESCORT during the transit at any time. ESCORT charges will be payable at the rate specified above only and no other incidental charges will be payable.

**29. BILLING / PAYMENTS :-**

(i) The contractor shall submit his bills in QUADRUPLICATE to the Company giving complete reference of description of Materials, Quantity enclosing ORIGINAL Challans, Invoice etc. of the Consignor and ACKNOWLEDGEMENT of the respective Consignees. The payment shall be effected by the respective Spheres of the Company. 100% payment will be made within minimum 30 days of receipt of Bills if the same are found to be in order. However, in the event of any dispute, the Company reserves the right to withheld payment wholly or partly till the settlement of the dispute.

- (ii) The contractor shall be entitled to freight payment on pro-rata basis in case the weight carried exceeds 20 MT for Trailer and 9 MT for Trucks.

**NOTE:-** In cases where per Ton / Km. rates become applicable, the same will be restricted from the loading station to nearest point-to-point rate station only. Thereafter, point-to-point rate will become applicable as per the rates for the Distance Slab.

**30. RATE VARIATION:-**

In the event of any change of price of H.S.D. by the Govt. of India, (from the present price of **Rs. 56.01/Ltr** of Diesel based on Duliajan price) RATES will stand revised. For every 1% (one percent) increase or decrease of H.S.D. price at Duliajan, the Company will be liable to increase or decrease the Truck, Trailer, and TONNAGE RATES by 0.30% (decimal three zero percent).

**31. SCOPE OF WORK :-**

The Bidder will provide suitable vehicles from anywhere within India for the defined quantity of goods and make arrangement for safe and timely transportation to the places as directed and following all formalities required to be observed.

**32. SECURITY MONEY / PERFORMANCE BANK GUARANTEE (PBG):-**

- (i) The bidder shall furnish a Security Deposit as asked for in the manner specified.
- (ii) The Security Deposit / PBG will be refunded by the Company not later than 180 (*One Hundred Eighty*) days following its expiry. The Bidders must take action on their own initiative to extend the validity of the security money in time, as necessary to fulfill this requirement.
- (iii) Failure of the Bidder to sign the agreement within reasonable time of its presentation to them shall constitute sufficient grounds for the annulment of the award of the contract and forfeiture of the bid security, in which event the Company may award the contract to the next evaluated bidder or call for new bid or negotiate with the next lowest bidder as deemed fit.

**33. CONTRACT VALUE :-**

The Company shall pay the Contractor only for the actual work done at the all-inclusive rates.

**34. 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)."

**35. AWARD OF CONTRACT :-**

The services covered against the tender will be split between L1 and L2 bidder on 60%(L1):40%(L2) basis provided L2 bidder match their line item-wise higher rates with L1 bidder. However, original rates as quoted by L2 bidder will not be allowed to increase under any circumstances. In the event that L2 declines to match their rates with L1 as specified above, then the contract shall be awarded to L1 bidder.

\*\*\*\*\*

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

**WORKS CONTRACT**

Schedule of company's Plants, Materials and Equipments : **SCPME: PART- IV**

**Not Applicable for this tender**

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

**PART V**

**SUB: SAFETY MEASURES (SM)**

**DESCRIPTION OF WORK / SERVICE :-**

**HIRING OF SERVICES FOR TRANSPORTATION OF GOODS BY ROAD TO AND FROM ANY PART OF INDIA FOR A PERIOD OF 02 (TWO) YEARS WITH A PROVISION FOR EXTENSION BY ANOTHER 01 (ONE) YEAR AT THE SAME RATES, TERMS & CONDITIONS AT THE DISCRETION OF THE COMPANY.**

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 has 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 from our end who would be supervising the jobs on day to day basis from our end are the following :-

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

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

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

iv) \_\_\_\_\_

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 during operation of the contract for all safety purposes.

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 WHEREVER APPLICABLE :-**

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. 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.
3. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
4. 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.
5. 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.
6. 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.
7. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
8. 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.
9. 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.
10. 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.
11. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor as applicable.
12. 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.
13. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
14. 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.
15. 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.
16. The contractor should prevent the frequent change of his contractual employees as far as practicable.
17. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

18. 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 of Contractor / Firm)

Yours Faithfully

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

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

FOR & ON BEHALF OF CONTRACTOR

\*\*\*\*\*

**PART-VI : INTEGRITY PACT**

**INTEGRITY PACT**

Between

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

And

..... hereinafter referred to as "The Bidder / Contractor"

**Preamble :-**

The Principal intends to award, under laid down organizational procedures, contract/s for :-

**HIRING OF SERVICES FOR TRANSPORTATION OF GOODS BY ROAD TO AND FROM ANY PART OF INDIA FOR A PERIOD OF 02 (TWO) YEARS WITH A PROVISION FOR EXTENSION BY ANOTHER 01 (ONE) YEAR AT THE SAME RATES, TERMS & CONDITIONS AT THE DISCRETION OF THE COMPANY.**

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the 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 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- (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.

- (i) 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.
  - (ii) 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 cartelization in the bidding process.
  - (iii) 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.
  - (iv) 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.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the 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.

#### **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.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

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

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

#### **Section 10 - Other Provisions**

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

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For the Principal

-----  
For the Bidder / Contractor

Place :

Witness 1 : .....

Date :

Witness 2 : .....

**BID FORM**

To  
M/s. Oil India Limited,  
P.O. Duliajan, Assam, India

**Sub: IFB/Tender No. CDI0039P16**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ **“NOT TO BE QUOTED HERE”** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding **2.5%** of the total contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

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

**Seal of the Bidder:** \_\_\_\_\_

\*\*\*\*\*

**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/Tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No.	Page No.	Non-Compliance Remarks

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/Tender 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. CDI0039P16**

I / We \_\_\_\_\_ confirm that Shri/Smti \_\_\_\_\_ (Name and address) is authorized to represent us during bid opening on our behalf with you against IFB/Tender Invitation No. **CDI0039P16** for **HIRING OF SERVICES FOR TRANSPORTATION OF GOODS BY ROAD TO AND FROM ANY PART OF INDIA FOR A PERIOD OF 02 (TWO) YEARS WITH A PROVISION FOR EXTENSION BY ANOTHER 01 (ONE) YEAR AT THE SAME RATES, TERMS & CONDITIONS.**

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

\*\*\*\*\*

**TECHNICAL BID FORM**  
**TENDER NO CDI0039P16**

- 1.0** We confirm that we are Bank approved carriers having Registration No.\_\_\_\_\_. Copies of valid Registration Certificate are enclosed.
- 2.0** The Annual turnovers in the last 3 (*three*) completed accounting years (prior to Bid Closing Date) are stated as under. Certified copies of Balance Sheet/Profit and Loss Accounts are enclosed.

Financial Year	Turn Over, Rs
20__ to 20__	
20__ to 20__	
20__ to 20__	

- 3.0** List of successful completion of carrying industrial goods & equipments with Central Govt./Public Sector Unit during last 7 (*seven*) years ending last day of month previous to the one in which bids are invited i.e. ending **31/12/2015** is given below:-

Sl No	Project & Location	Party for whom worked	Total Tonnage Value of Work	Duration of Contract	Relevant reference
1.					
2.					
3.					
4.					

- 4.0** List of Trucks / Trailers owned is enclosed as required in Annexure - "B".
- 5.0** We have service network across the country with office set-up in Guwahati and Kolkata. Detailed addresses, Fax No., Tel. No., E-mail, Name of the contact person etc. of these Branches in Guwahati and Kolkata are enclosed. We further confirm that for any other place in India in which branch offices are not there, we shall give an undertaking to make arrangements with our associates to deliver / dispatch OIL's materials from these stations on behalf of us. Also if there is no office set up at Duliajan, we shall give an undertaking to open an office set up at Duliajan on award of contract.
- 6.0** We confirm that the rates quoted in the Price Biding Format are firm & includes all liabilities including Statutory liabilities **but excluding Service Tax** and without any escalation clause except for H.S.D. (Diesel) as stipulated in the E-Tender Document.
- 7.0** Bid Security is enclosed for **Rs.13,42,000/-** (*Rupees Thirteen Lakhs Forty Two Thousand only*) from \_\_\_\_\_ Bank.
- 8.0** We confirm that our bid is valid for 180 (*One Hundred Eighty*) days from the bid closing date.
- 9.0** We confirm that we have quoted for all the sectors in the Priced Bid.
- 10.0** We enclose a copy of the latest Income Tax Clearance Certificate.
- 11.0** We confirm that we are agreeable to comply with other terms and conditions stipulated in the E-Tender.
- 12.0** We certify that the above information is correct.

I Sri \_\_\_\_\_ am signing this Tender Document as Sole  
Proprietor / Active Partner of the firm / Authorized Attorney (as applicable)

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

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

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

Name of Company / Firm : \_\_\_\_\_

Seal : \_\_\_\_\_

**INFORMATION ABOUT VEHICLES OWNED**  
**TECHNICAL BID FORM**  
**TENDER NO.CDI0039P16**

<b>Sl No</b>	<b>Registration No</b>	<b>Make</b>	<b>Model</b>	<b>Carrying Capacity</b>	<b>Nature of Permit</b>	<b>Permit Valid Upto</b>	<b>Owner as per Registration</b>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

**INFORMATION ABOUT VEHICLES OWNED**  
**TECHNICAL BID FORM**  
**TENDER NO.CDI0039P16**

<b>SI No</b>	<b>Registration No</b>	<b>Make</b>	<b>Model</b>	<b>Carrying Capacity</b>	<b>Nature of Permit</b>	<b>Permit Valid Upto</b>	<b>Owner as per Registration</b>
13							
14							
15							
16							
17							
18							
19							
20							

Signature of authorised signatory of Bidder : \_\_\_\_\_

Name of above : \_\_\_\_\_

Designation of above : \_\_\_\_\_

Name of the Bidder : \_\_\_\_\_

Seal of the Bidder : \_\_\_\_\_

To affix recent  
passport size color  
photograph of  
Bidder / Proprietor /  
Partner / Director

**ANNEXURE – C**  
**FORMAT FOR BIDDER DETAILS**

(To be filled up by the Bidder)

Name of the Bidder / Firm : \_\_\_\_\_

Registered Postal Address with PIN Code : \_\_\_\_\_

Telephone No : \_\_\_\_\_

Mobile No : \_\_\_\_\_

E-mail ID : \_\_\_\_\_

Fax No : \_\_\_\_\_

Vendor Code No. with OIL (if available): \_\_\_\_\_

PAN No : \_\_\_\_\_

VAT Regn. No. \_\_\_\_\_

Service Tax Regn. No.: \_\_\_\_\_

PF Code No. (or a declaration by the applicant that provisions of the Provident Fund Act is not applicable to them. In case PF is required to be deposited later on, the same will be deposited by the bidder: \_\_\_\_\_

Contact Person : \_\_\_\_\_

Contact No of Contact Person : \_\_\_\_\_

Tax Exemption Certificate No (if any) : \_\_\_\_\_

CST Registration No : \_\_\_\_\_

Local Sales Tax Regd No : \_\_\_\_\_

**BANK DETAILS :-**

(a) Name of Bank, Branch Code & Address : \_\_\_\_\_

(b) Account Type (Savings/Cash Credit/Current) : \_\_\_\_\_

(c) Account No. (as appearing on cheque book) : \_\_\_\_\_

(d) IFSC Code of the Branch (For RTGS) : \_\_\_\_\_

(e) IFSC Code of the Branch (For NEFT) : \_\_\_\_\_

(f) 9 Digit MICR No of Bank & Branch as appearing on the cheque : \_\_\_\_\_

**EMD / BID SECURITY DETAILS :-**

Deposited vide Online Payment / Demand Draft (DD) / Banker's Cheque (BC) / Bank Guarantee (BG) [Tick ✓ as applicable] vide Instrument No: \_\_\_\_\_ dtd \_\_\_\_\_ .

Yours faithfully,

Authorised Signatory : \_\_\_\_\_

Name (in Capital Letters): \_\_\_\_\_

For M/s. \_\_\_\_\_

**FORMAT OF BID SECURITY (BANK GUARANTEE) OR ANY OTHER FORMAT ACCEPTABLE TO OIL FROM A  
NATIONALISED / SCHEDULED BANK**

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 hiring the services for **"transportation of different categories of Industrial Goods and equipment by road from any place within India"** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s under **IFB/Tender No. CDI0039P16.**

KNOW ALL MEN BY these present 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 present.

SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ **20\_\_**.

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 denominated in the currency of the Company's country.

\* \* Date of expiry of Bank Guarantee should be **minimum 210 days from the date of opening of Bid i.e minimum up to 04.10.2016.**

**STANDARD FORMAT OF BANK GUARANTEE (FOR PERFORMANCE SECURITY)**

To

**OIL INDIA LIMITED  
DULIAIJAN – 786602  
ASSAM**

**ON NON – JUDICIAL STAMP PAPER OF ADEQUATE VALUE AS PER STAMP DUTY ACT**

This deed of guarantee made between ..... (**Full address of the issuing Bank**) ..... having the head office at ..... (hereinafter called the “Bank”, which expression, unless repugnant to the context or contrary to the ONE PART and Oil India Limited, a Company incorporated in India, having its Registered Office at Duliajan 786602, Assam (hereinafter called “OIL”, which expression shall include its successors and assignees) of the OTHER PART.

Whereas OIL has placed a contract vide Contract No./Agreement No. .... (hereinafter referred to as the said “Agreement”) for ..... (brief description of the nature of the contract) ..... for the period from ..... to ..... with M/s. .... (**Contractor**) ..... (Full address of the contractor) ..... having its Regional Headquarters at ..... (hereinafter called the “said Contractor”).

And whereas it is one of the terms of the said Contract/Agreement that the said Contractor shall furnish to OIL a guarantee to the extent of **Rs. ....** (Rupees ..... ) towards the security deposit / mobilization advance/ release of retention money/performance security from a Bank. Whereas the Bank has, at the request of the Contractor, agreed to give in favour of OIL a guarantee in the manner hereinafter appearing which OIL has agreed to accept.

1. We, the Bank, do hereby undertake to pay to OIL an amount not exceeding **Rs.....** (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by OIL by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We, the Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on receipt of a written demand from OIL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OIL by reason of any breach by the said Agreement or by reason of the Contractor’s failure to perform, the said Agreement provided such demand in writing is received by the Bank on or before ..... Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, subject however, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of OIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee or till..... whichever is earlier. Unless a demand or claim under this guarantee is made on and received by us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.
4. We, the Bank, further agree with OIL that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any

time or from time to time any of the powers exercisable by OIL against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability during the currency of this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of OIL or for any indulgence shown by OIL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

5. We, the Bank, undertake not to revoke this guarantee during the currency of this guarantee except with the previous consent of OIL in writing.

6. This guarantee shall not in any way be affected by the change in the constitution of the contractor or us nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the contractee company or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed company of the contractee.

7. Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs. .... (Rupees ..... ) our guarantee shall remain in force until..... Unless a claim in writing is received in this office before the close of business on ..... all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

**Place:** ..... (Address of the Bank/Branch in full)

**AUTHORIZED SIGNATORY WITH SEAL AND  
AUTHORIZATION NUMBER**

**BRC COMPLIANCE CHECKLIST FOR BIDDERS**

[Bidders are requested to check the following carefully for compliance of BRC (Technical & Commercial) before final submission of their bids online]

**BRC (TECHNICAL)**

Clause No. of BRC (Technical) Bidding Document	Description	Bidder's Remark (Tick ✓ below as applicable)			
		Complied	Not complied	Deviation, if any	Page No. of the bidder's bid in support of Remark / Compliance
A.1.0(i)	The average Annual financial turnover of the bidder as per Audited Annual Report for the last 3 ( <i>three</i> ) completed accounting years (prior to Bid Closing Date) must be minimum of <b>Rs. 8.05 Crores</b> ( <i>Rupees Eight Crores Five Lakhs only</i> ). Certified copies of audited Balance Sheet and Profit & Loss Account must be submitted as <b>evidence</b> along with Technical Bid.				
A.1.0(ii)	The bidder must be a bank approved carrier. Copy of the valid certificate of Indian Banks' Association Registration to be enclosed as evidence.				
A.1.0(iii)	<p>The bidder must have experience of successful completion of contract for carrying industrial goods and equipment with Central Govt. / Public sector unit for which <b>documentary evidence</b> must be provided. Further, this experience shall be for either of the following value during last 7 years ending last day of month previous to the one in which bids are invited (<i>i.e. ending 31.12.2015</i>):-</p> <ul style="list-style-type: none"> <li>➤ Completion of <b>three</b> similar works each costing not less than <b>Rs. 10.74 Crores</b> (<i>Ten Crores Seventy Four Lakhs only</i>)</li> <li style="text-align: center;">OR</li> <li>➤ Completion of <b>two</b> similar works each costing not less than <b>Rs. 13.43 Crores</b> (<i>Thirteen Crores Forty Three Lakhs only</i>)</li> <li style="text-align: center;">OR</li> <li>➤ Completion of <b>one</b> similar work costing not less than <b>Rs. 21.48 Crores</b> (<i>Twenty One Crores Forty Eight Lakhs only</i>)</li> </ul> <p><u>Notes on para 1.0 (iii) above :-</u></p> <p>c) <b>"Similar Work"</b> shall mean <i>"Providing suitable vehicles from anywhere within India for the defined quantity of goods and make arrangement for safe and timely transportation to the places as directed and following all formalities required to be observed."</i></p> <p>d) <b>"Documentary Evidence"</b> must be submitted along with the Technical Bid. The documentary evidence must be in the form of Job Completion certificate / Gross payment certificate as applicable showing amongst others the following:-</p> <ul style="list-style-type: none"> <li>➤ Gross value of job done / Gross payment certificate within the time span as per NIT.</li> <li>➤ Nature of job done.</li> <li>➤ Time span of job done. This span may be for any length of time during last 7(<i>seven</i>) years ending last day of the month previous to the one in which bids are invited. The Starting Date and/or the Job Completion date of the respective contract(s) need not necessarily fall within the said seven years period, but the value of job(s) done</li> </ul>				

**E-TENDER NO : CDI0039P16**

	must be of requisite amount as above and within the said seven years period. <u>Note:-</u> Submitting only LOI (Letter of Intent) / LOA (Letter of Award), Work Order copy is not acceptable.				
A.1.0(iv)	The bidders must own minimum 10 (ten) trailers (minimum 20 MT capacity) and 10 (ten) trucks (minimum 9 MT capacity) out of which 5 (five) each should be with National Permit. Photocopies of RC book and National Permit must be provided as evidence.				
A.1.0(v)	The bidder must have service network across the country with office set-up in Guwahati and Kolkata. Detailed address, Fax No., Tel. No., E-mail, Name of the contact person etc. to be provided for these branches. For any other place in India in which branch offices are not there, the bidder shall give an undertaking to make arrangements with his associates to deliver / dispatch OIL's materials from these stations on behalf of the bidder. If there is no office set up at Duliajan, the bidder must give an undertaking to open an office set up at Duliajan on award of contract.				

**BRC (COMMERCIAL)**

Clause No. of BRC (Commercial) Bidding Document	Description	Bidder's Remark (Tick ✓ below as applicable)			
		Complied	Not complied	Deviation, if any	Page No. of the bidder's bid in support of Remark / Compliance
A.2.0(i)	The bids are to be submitted in a Single Stage under 2 (two) Bid system i.e. <b>Un-Priced Techno-Commercial Bid</b> (consisting of Technical Bid Part) and <b>Priced Bid</b> (consisting of quoted rates or price figures of the bidder) together. Both the bids should be submitted through electronic form in OIL's e-tender portal within the stipulated bid closing date and time.				
A.2.0(ii)	<b>Bid Security / Earnest Money Deposit (EMD)</b> shall be furnished along with and as a part of Un-priced Techno Commercial Bid. The amount of bid security furnished should be as specified. The Bid Security shall be in the form of on-line payment/Bank Draft/Banker's Cheque/Bank Guarantee from any Nationalised / Scheduled Indian Bank (Bank Guarantee should be valid for minimum of <b>210 days</b> from the date of opening of Technical Bid i.e. minimum upto <b>04.10.2016</b> ). Any bid not accompanied by a proper Bid Security / EMD in the standard format will be rejected outright.				
A.2.0(iii)	The quoted rates by the bidder(s) must be kept firm during the performance of the contract and not subject to variation on any account except the following :- (c) In the event of any change of price of <b>H.S.D.</b> from the present price of <b>Rs. 56.01/Litre</b> i.e. (based on Duliajan Price) rates will stand revised. For every 1% (one percent) increase or decrease of H.S.D price at Duliajan, the company will be liable to increase or decrease the Truck, Trailer, Tonnage rate by 0.30% ( decimal three zero percent). Any bid submitted with an adjustable price quotation other than the above will be treated as non-responsive and rejected.				
A.2.0(iv)	Conversion for Voluminous material will be done based on following formula :- (c) The weight of the Bulky cargo i.e. cargo having a disproportionately high Volume to weight ratio, will be				

	calculated on the basis of 1.7 Cubic Meter (60 Cubic Feet) per Metric Ton. The volume weight when taken into consideration will be limited to maximum 9 MT for Truck load material & 20 MT for Trailer load material. Any bid submitted with formula other than the above will be treated as non-responsive and rejected.				
A.2.0(v)	The maximum ODC surcharge payable shall be limited to 30% of the normal freight amount of the consignment. Any bid submitted with an adjustable price quotation other than this will be treated as non-responsive and rejected.				
A.2.0(vi)	Demurrage charge / Wharfage charge / any other charge at Railway siding, if incurred due to time taken more than allowable free time or due to any reason will have to be borne by bidder. Bid with any other condition will be rejected.				
A.2.0(vii)	Any bid received by the company after the deadline for submission of bids prescribed by the company will be rejected.				
A.2.0(viii)	Any bid received in the form of <b>Hard copy</b> /Telex/ Cable/Fax/E-Mail will not be accepted.				
A.2.0(ix)	Bid shall be typed or written in indelible ink and original bid shall be signed by the bidder or by their authorized representative on all pages, failing which the bid shall be rejected.				
A.2.0(x)	The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting the requirement shall be rejected.				
A.2.0(xi)	Any bid containing false statement will be rejected.				
A.2.0(xii)	The bidders are required to quote for all the items as given in the Bid Evaluation Criteria failing which, the bid will be rejected.				
A.2.0(xiii)	There should not be any indication of price in the <b>Un-Priced Techno-Commercial Bid</b> (consisting of Technical Bid Part). A bid will be straightway rejected if price is given in the Technical Bid.				
A.2.0(xiv)	The bid documents are not transferable. Offers made by Bidders who have not purchased the bid documents from the company will be rejected.				
A.2.0(xv)	Bid received with validity of offer less than <b>180</b> (one hundred eighty) days from the date of Technical Bid Opening will be rejected.				
A.2.0(xvi)	Bidders must quote clearly and strictly in accordance with the price schedule outlined in <b>Price Bidding Format attached under "Notes and Attachments"</b> 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 <b>"Technical RFX Response"</b> Tab Page only.				
A.2.0(xvii)	The <b>Integrity Pact</b> is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide <b>Part-VI</b> 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. 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. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.				

E-TENDER NO : CDI0039P16

E-TENDER NO : CDI0039P16

PRICE BIDDING FORMAT

OIL INDIA LIMITED

(A Govt. of India Enterprise)

NAME OF BIDDER :

1.0 Description of Service: Hiring of services for transportation of goods by road to and from any part of India for a period of 02 (two) years with a provision for extension by another 01 (one) year at the same rates, terms & conditions at the discretion of the Company.

2.0 Schedule of Work, Unit and Quantity (SOQ) : Rates for Point to Point Basis for both "To & From" Duliajan (SAME RATE i.e. ONLY ONE WAY RATE TO BE QUOTED)

Item No.	Location (To & From Duliajan)	Estimated Quantity for BEC			Rates per MT to be quoted by the bidder in figures in the white blank spaces only (Rs. per MT)			Total Amount (in Rs)			Overall Total (in Rs)	
		Sundry Load (in MT)	Full Truck Load (in MT)	Full Trailer Load (in MT)	Sundry Load (Rs)	Full Truck Load (Rs)	Full Trailer Load (Rs)	Sundry Load (Rs)	Full Truck Load (Rs)	Full Trailer Load (Rs)		
A	B	C	D	E	F	G	H	I = C x F	J = D x G	K = E x H	L = I + J + K	
10	Kolkata	2,000.00	3,000.00	17,000.00				0.00	0.00	0.00	0.00	
20	Taloja / Nagothane / Sukeli			1,000.00						0.00	0.00	
30	Narketpally (Hyderabad)	100.00	400.00	1,000.00				0.00	0.00	0.00	0.00	
40	Pipenagar (Ghaziabad)		100.00	2,000.00					0.00	0.00	0.00	
50	Bahadurgarh (Harayana)			500.00						0.00	0.00	
60	Pune / Baramati	50.00	200.00	1,500.00				0.00	0.00	0.00	0.00	
70	Mumbai / Navi Mumbai	100.00	200.00	200.00				0.00	0.00	0.00	0.00	
80	Jodhpur / Hamira (Rajasthan)	50.00	100.00	300.00				0.00	0.00	0.00	0.00	
90	Sibsagar / Nazira		600.00	600.00					0.00	0.00	0.00	
100	Delhi	50.00	100.00	100.00				0.00	0.00	0.00	0.00	
110	Guwahati	50.00	300.00	50.00				0.00	0.00	0.00	0.00	
120	Nagaon (Assam)		100.00						0.00		0.00	
130	Moran (Assam)		4,000.00						0.00		0.00	
140	Naini (Allahabad)	300.00						0.00			0.00	
150	Dehradun	500.00						0.00			0.00	
160	Anjer / Bharuch (Gujarat)			500.00						0.00	0.00	
170	Baroda (Gujarat)	50.00	100.00					0.00	0.00			
180	Sinara (Maharashtra)			2,000.00						0.00	0.00	
190	Kolhapur (Maharashtra)	50.00	100.00					0.00	0.00		0.00	
200	Kirtoskanadi (Maharashtra)	30.00						0.00			0.00	
TOTAL BID PRICE OF RATES FOR POINT TO POINT BASIS : Rs											0.00	
Item No.	Distance Slab (In Km)	Km to be considered for bid evaluation	Estimated Quantity for BEC			Rates per MT per Km to be quoted by the bidder in figures in the white blank spaces only (Rs/MT/Km)			Total Amount (in Rs)			Overall Total (in Rs)
			Sundry Load (in MT)	Full Truck Load (in MT)	Full Trailer Load (in MT)	Sundry Load (Rs/MT/Km)	Full Truck Load (Rs/MT/Km)	Full Trailer Load (Rs/MT/Km)	Sundry Load (Rs/MT/Km)	Full Truck Load (Rs/MT/Km)	Full Trailer Load (Rs/MT/Km)	
A	B	C	D	E	F	G	H	I	J = C x D x G	K = C x E x H	L = C x F x I	M = J + K + L
210	0 - 100	100.00	100.00	200.00	500.00				0.00	0.00	0.00	0.00
220	101 - 500	500.00	100.00	500.00	500.00				0.00	0.00	0.00	0.00
230	501 - 1000	1,000.00	100.00	200.00	100.00				0.00	0.00	0.00	0.00
240	1001 - 2000	2,000.00	100.00	300.00	500.00				0.00	0.00	0.00	0.00
250	2001 & above Km	3,000.00	200.00	500.00	200.00				0.00	0.00	0.00	0.00
TOTAL BID PRICE OF RATES FOR DISTANCE SLAB BASIS : Rs												0.00
Item No.	Description of Job	Estimated Quantity of Tonnage for BEC only (MT)	Rates per MT to be quoted by the bidder in figures (Rs /MT)	Total Amount (in Rs)								
A	B	C	D	E = C x D								
260	Transportation of Tubulars (pipes of various sizes) from Kolkata Dock & Loading on Railway Rake at Shalimar Railway siding :- To transport Tubulars by trailer from Kolkata Dock & stack at Shalimar railway yard. Indenting of Railway rake of BRN / BRH (open) wagon for booking Tubular item to Oil India Ltd., Duliajan for delivery at Duliajan / Tinsukia, Assam. Loading to be done within stipulated free time as per railway's norms. Making payment of Railway freight & obtaining of Railway receipt(RR). Charges to be exclusive of Railway freight.	5,000.00		0.00								
270	Transportation of Tubulars (pipes of various sizes) from Haldia Dock and Loading on Railway Rake at Haldia Railway siding :- To transport Tubulars by trailer from Haldia Dock & stack at Haldia railway yard. Indenting of Railway rake of BRN / BRH (open) wagon for booking Tubular item to Oil India Ltd., Duliajan for delivery at Duliajan / Tinsukia, Assam. Loading to be done within stipulated free time as per railway's norms. Making payment of Railway freight & obtaining of Railway receipt (RR). Charges to be exclusive of Railway freight.	5,000.00		0.00								
280	Unloading of Tubulars (pipes of various sizes) at Tinsukia Railway Station and Transportation :- To take delivery of rake load of Tubulars from Railway Authority at Tinsukia Railway station and release the same after unloading within stipulated free time as per railway's norms. Unloaded Tubulars to be delivered by trailer at OIL's Duliajan yard or locations situated within 50 KM radius from Tinsukia railway station. At Railway siding unloading of Tubulars from rake & loading on trailer to be done by bidder. At unloading site unloading from trailer by crane will be arranged by Oil India Ltd. at no extra cost to the contractor.	5,000.00		0.00								
290	Transportation Of Tubulars (Pipes Of Various Size) From Kolkata Dock (NSD/KPD) & Loading On Railway Rake At Kolkata Dock Railway Yard (NSD/KPD); Unloading From Railway Rake At Duliajan/Tinsukia Railway Station And Transportation To Location Points: To transport Tubulars by trailer from Kolkata Dock (NSD/KPD) & stack at Kolkata Dock railway yard (NSD/KPD). Indenting of Railway rake of BRN / BRH (open) wagon for booking Tubular item to Oil India Ltd, Duliajan for delivery at Duliajan / Tinsukia, Assam. Loading to be done within stipulated free time as per railway's norms. Making payment of Railway freight & obtaining of Railway receipt(RR).To take delivery of rake load of Tubulars from Railway Authority at Duliajan/Tinsukia Railway station & release the same after unloading within stipulated free time as per railway's norms. Unloaded Tubulars to be delivered by trailer at OIL's Duliajan yard or locations situated within 50 KM radius from Duliajan/Tinsukia railway station. At Railway siding unloading of Tubulars from rake & loading on trailer to be done by bidder. At unloading site, unloading from trailer by crane will be arranged by Oil India Ltd. at no extra cost to the contractor. Charges to be exclusive of Railway freight.	20,000.00		0.00								
TOTAL BID PRICE OF RATES FOR TRANSPORTATION OF TUBULARS, LOADING / UNLOADING etc. : Rs				0.00								
GRAND TOTAL OF OVERALL BID PRICE i.e. Summation of (2.0 + 3.0 + 4.0) : Rs				0.00								

----- End -----

Pg 63 of 63