

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

FORWARDING LETTER

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

1.0 IFB No.: CDI0572P16

2.0 Description of Work/ Service: Hiring services of 02(two) Nos. brand new tractor trailer units built on 35MT GCW capacity TATA LPS 3518 TC or ASHOK LEYLAND 3518 or any other equivalent make & model tractor meeting specification as in the tender and coupled with 20MT (20,000 Kg) payload capacity double axle flat bed semi trailer with all standard fittings & accessories, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 04(four) years.

3.0	Type of Bid	SINGLE STAGE TWO BID SYSTEM
4.0	Bid Closing Date & Time	12.07.2016 at 11.00 AM (IST) (Server Time)
5.0	Bid Opening Date & Time	12.07.2016 at 2.00 PM (IST) (Server Time)
5.1	Period of Sale of Bid Document	From 06.06.2016 to 05.07.2016 (upto 15:30 HRS, Server Time)
5.2	Cost of Bid Document	Rs.1,000/- (Non transferable & Non refundable)
6.0	Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
7.0	Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
8.0	Bid Opening Place	Office of the DGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
9.0	Bid Validity	120 days from the date of opening of Technical Bid.
10.0	Mobilisation Period	04(four) months from the date of issue of LOA.
11.0	Bid Security	Rs.3,72,000/-

The offer must be accompanied by a Bank Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring Oil India Limited, payable at Duliajan for the amount applicable and purchased from any Nationalised / Scheduled Bank towards Bid Security . Alternately, Bid Security can also be paid through the online payment gateway against this tender. In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee, the original hard copy of Bid Security should reach the office of DGM-CONTRACTS on or before **12.45 PM (IST)** on the bid closing/opening date otherwise bid will be rejected. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

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

12.0	Bid Security Validity	Minimum 150 days from the date of opening of Technical Bid.
13.0	Amount of Performance Security	10% of annualized contract value.
14.0	Validity of Performance Security	90 days beyond contract period/duration.
15.0	Quantum of Liquidated Damage for default in timely mobilization	0.5% of estimated total contract value for delay per week or part thereof subject to maximum 7.5% of estimated total contract value.
16.0	Bids to be addressed to / Bid opening place	DGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan, District:Dibrugarh (Assam),PIN-786602.

17.0 Integrity Pact:

The Integrity Pact (Part-VI, available in Annexure part of bid documents) should be uploaded in OIL's E-procurement portal along with the Un-priced Techno Commercial Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid.

18.0 Important Notes:

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

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

(a) Original Bid Security (except those exempted): In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee.

A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

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

Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original or through payment gateway will be ignored straightway.

19.0 Guidelines for participating in OIL's e-procurement tender:

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act, 2000 from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>).

Bidders must have a valid User ID to access OIL e-Procurement site for participation. Bidders can click on **Guest login** button to view the available open tenders in the E-portal.

Vendors having user ID & password can purchase bid documents on-line through OIL's electronic Payment Gateway.

New Vendors shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

Alternatively, parties can write to DGM-CONTRACTS, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 along with the cost of bid document (non transferable & non refundable) in the form of Demand Draft / Banker's Cheque from any Nationalised / Scheduled Bank in favour of OIL INDIA LIMITED, payable at Duliajan. Cost of bid document can also in the form of Indian Postal Orders payable to OIL INDIA LIMITED at Duliajan. The written request by the bidder(s) along with the cost of bid document as specified must reach office of the DGM-CONTRACTS on or before the last date & time of sale of Bid Document. The bidder should provide their details like valid e-mail ID, address with PIN code, telephone number, mobile number etc. in their request letter. User ID and initial password will be communicated to the bidder through e-mail (e-mail ID as mentioned in the request letter).

No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site www.oil-india.com. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and Attachments and details uploaded under Technical RFx.

In case any bidder is exempted from paying the Bid Document Cost, they should request OIL with supporting documents for issue of the User ID & Password. The detailed guidelines are available in OIL's e-procurement site.

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which is to be submitted in sealed envelope super scribed with IFB No. and due date to : The DGM-CONTRACTS, Contracts Department, Oil India Limited, Duliajan- 786602 or it may be submitted through OIL's electronic Payment Gateway also.

Bidders are requested to 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.

20.0 The tender is invited under SINGLE STAGE -2- BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "COMMERCIAL" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal.

20.1 Please ensure that the Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the *Technical RFx Response-> User -> Technical Bid* only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response Tab.

20.2 The Price Bid rates to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under "Notes & Attachments" of OIL's e-Tender portal. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation. Please note that no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments". A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.

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

Display RFx Response:

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

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

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

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Service and Delivery

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

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

Go to this Tab "**Technical RFx Response**" for Uploading "Techno-commercial Unpriced Bid".

Go to this Tab "**Notes and Attachments**" for Uploading "Priced Bid" files.

On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" and "Priced Bid" in the places as indicated above:

Edit RFx Response:

Submit | Read Only | Print Preview | Check | **Technical RFx Response** | Close | Save | Verify signature of Response | Sign Response

RFx Response Number 60006452 RFx Number TEST2 Status Withdrawn 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 5

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

Notes

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on "EDIT" Mode

Area for uploading Techno-Commercial Unpriced Bid*

Area for uploading Priced Bid files**

Note :

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

** The "Price bid" must contain the price schedule. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on "Sign" to sign the file. On Signing a new file with extension **.SSIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SSIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File. The declaration in respect of chassis price, road tax, insurance etc. as per prescribed format should also be uploaded in same manner.

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

21.0 The Integrity Pact is applicable against this IFB: 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 (available along with the Annexure part of the Bid Document)**. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected straightway.

The name of the OIL's Independent External Monitor(s) at present is as under:

Shri Rajiv Mathur, IPS (Retd.), E-Mail ID: rajivmathur23@gmail.com has been appointed as Independent External Monitor.

22.0 Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer.

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

DGM-CONTRACTS (HoD)

INSTRUCTIONS TO BIDDERS (ITB)

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

2.0 BIDDING DOCUMENTS:

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

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - b) Instructions to Bidders
 - c) BRC /BEC
 - d) General Conditions of Contract (**Part-I: GCC**)
 - e) Schedule of Work, Unit & Quantities (**Part- II: SOQ**)
 - f) Special Conditions of Contract (**Part-III: SCC**)
 - g) Schedule of company's Plants, Materials and Equipments-(**Part-IV: SCPME**) - Not applicable for this tender.
 - h) Safety Measures (**Part-V: SM**)
 - i) Integrity Pact (**Part-VI**) available in annexure part of bid documents.
 - j) Format for bidder details (**Annexure-A**), Undertaking as per BRC Clause No. 1.2.2 (**Annexure-B**), Undertaking as per Clause No.6.0 of SOQ (**Annexure-C**), Statement of non-compliance, Bid form, Letter of authority, Bank guarantee format for Bid Security, Bank guarantee Format for performance security. **All are available in Annexure part of bid documents.**
 - k) **Price Bid Format, Format for declaration** by the bidder in respect of chassis price, road tax, insurance etc. as per BRC Clause No. 1.3.8(ii) & (iii).
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the Technical RFx under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal ["Technical RFx" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS:

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

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal as Single Stage2- Bid System.

6.0 BID FORM:

6.1 The bidder shall complete the Bid Form (available in Annexure part of bid documents) and to be submitted along with the Technical Bid.

7.0 BID PRICE:

7.1 Prices must be quoted by the bidders as applicable in Price Bid Format.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account except as mentioned in bid document.

7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and as such no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments". Kindly refer to the screen shots below.

Display RfX Response:

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

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

RfX Information | Items | Notes and Attachments | Conditions | Summary

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Service and Delivery Information

Incoterms

Statistical Information

Created C

ated E

Last Processed C

Last Processed E

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

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

Go to this Tab "**Technical RfX Response**" for Uploading "Techno-commercial Unpriced Bid".

Go to this Tab "**Notes and Attachments**" for Uploading "Priced Bid" files.

On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" and "Priced Bid" in the places as indicated above:

Edit RfX Response:

Submit | Read Only | Print Preview | Check | **Technical RfX Response** | Close | Save | Verify signature of Response | Sign Response

RfX Response Number 60006452 RfX Number TEST2 Status Withdrawn 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 5

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

▼ Notes

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on "EDIT" Mode

Area for uploading Techno-Commercial Unpriced Bid*

Area for uploading Priced Bid**

Note :

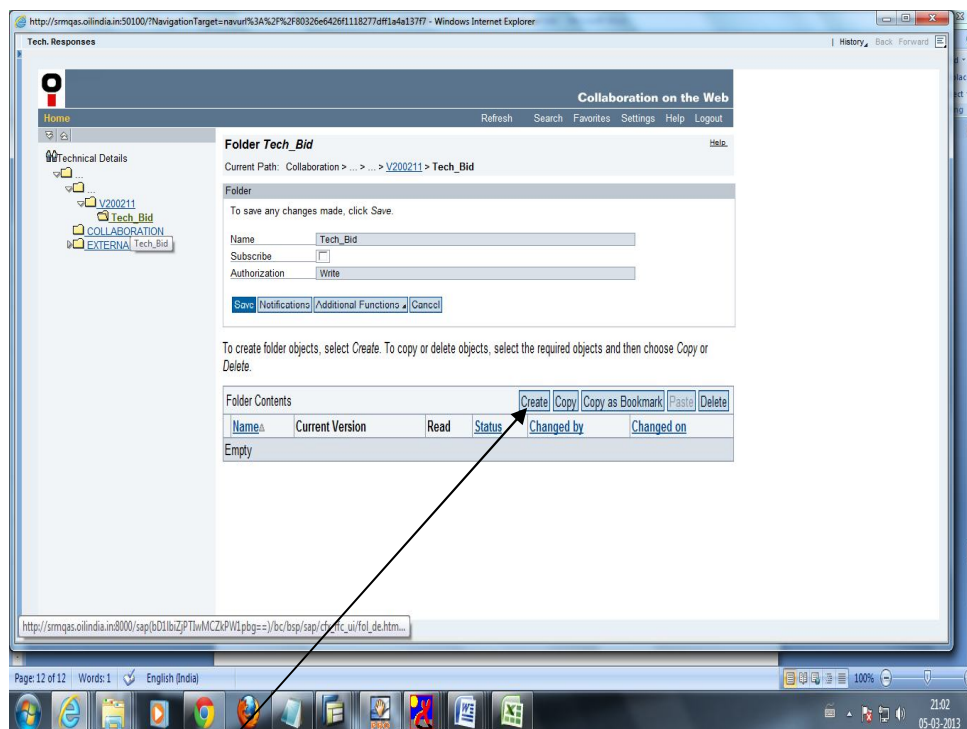
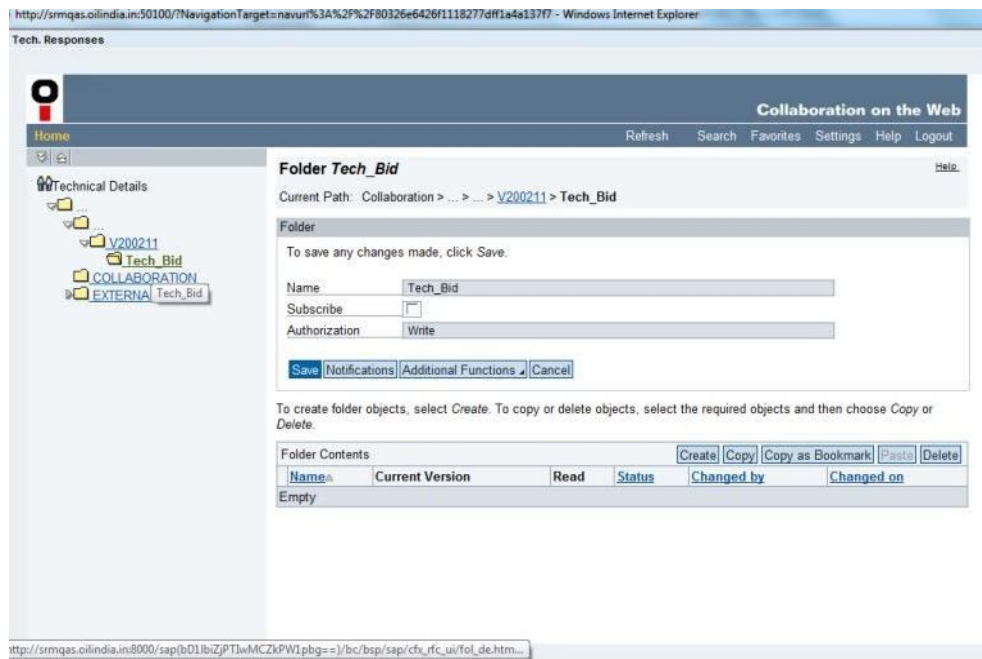
* The "Techno-Commercial Unpriced Bid" shall contain all techno-commercial details.

** The "Price bid" must contain the price schedule.

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

Following screenshots are shown of the procedure for loading the Technical Bid.

Create Technical Rfx response .To create Technical Rfx response click on **Technical Rfx Response** , at the top of the Response.(Refer screen shot above).System will redirect you to the C-folder in new window (Screen shot below)



Click on button **Create** to create and upload new document

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BRC / BEC.

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for **120 days** from the date of technical bid opening.

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

10.0 FORMAT AND SIGNING OF BID:

10.1 The bid shall be typed or written in indelible inks and shall be signed (digitally) by the Bidder to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS.

11.1 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's name", the bid will be rejected.

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

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

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

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

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted on-line up to **11.00AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter.

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

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

13.0 LATE BIDS:

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 Bidders will be permitted by System to make changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But, no changes would be allowed by the system once the due date & time for submission of bids has been reached.

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

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

15.0 EXTENSION OF BID SUBMISSION DATE:

15.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

16.0 BID OPENING AND EVALUATION:

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (available in Annexure part of bid documents) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. In technical bid opening, only "Technical RFx" will be opened. Bidders therefore should ensure that Techno-Commercial bid is uploaded in the "Technical RFx" Tab only and no price should be mentioned anywhere under the Technical RFx.

16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next full working day and time.

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 above shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above.

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3.

16.6 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.

16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way 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.

16.8 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.

16.9 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.

17.0 EVALUATION AND COMPARISON OF BIDS:

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

17.2 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.

18.0 CONTACTING THE COMPANY:

18.1 Except as otherwise provided in Clause 14.0 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 16.6.

18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

19.0 AWARD CRITERIA:

19.1 OIL will award the contract to the successful Bidder(s) whose bid has been determined to be substantially responsive and as per award criteria mentioned in BRC / BEC part provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

20.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

21.0 NOTIFICATION OF AWARD:

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

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

22.0 SIGNING OF CONTRACT:

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within **02 (two) weeks** of issue of "Letter of Award (LOA)", the successful bidder(s) will be required to pay an interest free Security Money amounting to **10% of annualized contract value** by way of DEMAND DRAFT/ BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised / Scheduled Bank. Upon furnishing of the Security Deposit, the successful bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the O.I.L Standard forms of Agreement. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL, OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of issuance of debarment notice.

23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

23.1 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 /Bid Security) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

24.0 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.

25.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax as per the following Format

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

TAX INVOICE

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver

Invoice serial no.

Oil India Limited, Duliajan, Assam

Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. Manpower supply service against Contract No.....for the period.....)	A
Add Service Tax if applicable*	B
Total bill amount	

* It may be noted that under the existing provisions of the Finance Act, 1994, Service Tax on manpower supply service is to be charged by the contractor only in those cases where the contractor is a person other than individual, HUF, firm or association of persons.

Signature of authorised person

26.0 EXEMPTION FROM SUBMISSION OF TENDER FEE (COST OF BID DOCUMENT):

Micro and Small Enterprises (MSEs) 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 are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.

In case of MSEs/CPSUs/ Government Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence before 07 (seven) days of bid closing date.

27.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

Central Government Departments and Central Public Sector undertakings are exempted from submitting Bid Security. 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.

28.0 DISCOUNTS / REBATES:

28.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

28.2 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 discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document.

29.0 BACKING OUT BY BIDDER:

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 02(two) years from the date of issuance of debarment notice.

29.1 Backing out by successful bidder/ L1 bidder after issue of LOI/ LOA: In case LOI / LOA issued is not accepted by the successful bidder / L1 bidder or the Security Money / Performance Security is not submitted as per terms of the tender/ contract within the time specified in the Bid Document, the Earnest Money/ Bid Bond/ Bid Security shall then be forfeited and the bidder/firm shall be debarred for 02(two) years from the date of issuance of debarment notice.

1.0 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 PART-III of this tender. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bid(s) without which the same will be considered as non-responsive and rejected.

1.1 FINANCIAL CRITERIA:

1.1.1 The bidder should have annual turnover of minimum **Rs. 13.94 lakhs (Rupees Thirteen Lakh Ninety Four Thousand Only)** in any of preceding 03(three) financial / accounting years to be reckoned from the original bid closing date.

1.1.2 The bidder should have **positive net worth** for preceding financial/accounting year to be reckoned from the original bid closing date.

1.1.3 For proof of annual turnover and net worth (**Clause No. 1.1.1 & 1.1.2** above), any one of the following document must be submitted along with the Un-Priced Techno-Commercial Bid:

i) A certificate issued by a practicing Chartered / Cost Accountant Firm with Membership Number and Firm Registration Number certifying the annual turnover and net worth.

Or

ii) Audited Balance Sheet and Profit & Loss account.

1.1.4 Note to Clause No. 1.1.1, 1.1.2 & 1.1.3 above: Considering the time required for preparation of financial statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the financial statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial/accounting year will also be considered. In such cases, the net worth of the previous financial / accounting year excluding the preceding financial/accounting year will be considered.

1.2 TECHNICAL CRITERIA:

1.2.1 The bidder shall have experience of **01 (one) similar work** of minimum **Rs. 23.23 lakhs (Rupees Twenty Three Lakh Twenty Three Thousand Only)** in Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Corporations in previous 07 (seven) years to be reckoned from the original bid closing date.

Documentary evidence must be submitted along with the Un-Priced Techno-Commercial Bid. The documentary evidence must be in the form of Job Completion Certificate / Gross Payment Certificate / Work Execution Certificate etc. as applicable showing:

- (a) Gross value of job done; and
- (b) Nature of job done; and
- (c) Time period covering as per the NIT.

Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s) are not acceptable as evidence.

Note to clause 1.2.1:

(i) **“Similar Work” means-** Services of providing Tractor-Trailers or any other Transport Services involving Heavy Vehicles / Logistic equipment.

(ii) The bidder must have experience of providing similar services to Public Sector Undertaking (PSU) / Central Government Organization / State Government Organization/ Corporations for any length of time during the last 07(seven) years ending on **12.07.2016** i.e. for any length of time within the period **13.07.2009 to 12.07.2016** (both days inclusive). During this period of 07(seven) years, bidder must have successfully carried out **one similar work of minimum Rs. 23.23 lakhs**. Accordingly, the Starting Date and /or the Job Completion Date of the work need not necessarily fall within the seven years period of **13.07.2009 to 12.07.2016**; but the value of work done must be of requisite amount within the period.

Bidder(s) executing similar nature of work which is still running will also be taken into consideration if the bidder(s) meets the prescribed value within the period as mentioned above in one similar work.

(iii) Similar work executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting the experience.

1.2.2 The offered tractor-trailer units must meet the tendered technical specifications as detailed in Part-III of this tender document and accordingly the bidder(s) must give an undertaking (as per prescribed format enclosed in **Annexure-B (available in Annexure part of bid documents)** declaring that if awarded with the contract by OIL, he/she/they would supply 02(Two) numbers tractor-trailer units strictly as per the tendered technical specifications (detailed in PART-III of this tender document) and all other terms & conditions of the tender document.

1.3 COMMERCIAL:

1.3.1 The bids are to be submitted in single stage under 02 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

1.3.2 Bid security shall be furnished as a part of Un-priced Techno-Commercial Bid (except those exempted). The amount & mode of bid security should be as specified. Any bid not accompanied by a proper bid security will be rejected. Any Bid accompanied by bid security less than the amount mentioned in the tender shall be rejected straightway.

The Original Bid Security should however be forwarded to office of the “DGM-CONTRACTS, Oil India Limited, Duliajan-786602, Assam” which should reach the said office on or before **12.45 HRS (IST)** on the bid closing date, otherwise Bid will be rejected **or it may be submitted through OIL’s electronic Payment Gateway also**. Original Bid Security (in case of Bank Draft / Banker's Cheque / Bank Guarantee) not received within **12.45 HRS (IST)** on the bid closing /opening date shall be straightway rejected.

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

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

1.3.5 Please ensure that the Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents (digitally signed) related to the tender in the Technical RFx Response-> User - > Technical Bid only. The “TECHNO-COMMERCIAL UNPRICED BID” shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response Tab.

The Price Bid rates are to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under "Notes & Attachments" of OIL's e-Tender portal. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Details of prices as per Price Bid format (digitally signed) can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments". Screen shots etc. in this regard are given in the Forwarding Letter and ITB of bid documents. Bidder(s) can also upload the declaration (digitally signed) in respect of chassis price, road tax, insurance etc. [as per BRC Clause No. 1.3.8(ii) & (iii)] can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments".

Offer not complying with above submission procedure will be rejected.

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

1.3.7 The bid documents are not transferable. Offers made by Bidders who have not purchased the bid documents (except those exempted) from the Company will be rejected.

1.3.8 The quoted rates by the bidder(s) must be firm during the performance of the contract and not subject to variation on any account except the following:

(i) Reimbursement / deduction on the running charge per km per tractor-trailer will be applicable if the diesel price changes plus or minus (+/-) 5% (five percent) over the tendered diesel price as detailed in SOQ (Part-II) of the bid document. However, the lower threshold limit of running charge is limited to 0(zero).

(ii) Reimbursement/deduction of difference in chassis price will be applicable for any change (increase/decrease) in declared chassis price between period of bid closing and scheduled date of placement mentioned in the LOA.

(iii) Reimbursement/deduction of difference in Road Tax, Insurance (3rd Party Premium Only) , Permit, Fitness & Pollution Certificate fee will be applicable for any change (increase/decrease) in the declared amounts between period of bid closing and scheduled date of placement mentioned in the LOA. Reimbursement of Road Tax, Insurance (3rd Party Premium Only) etc. will be done on yearly basis during the contract period.

The declaration format for declaring chassis price, road tax, insurance etc. as on bid closing date is attached under "Notes and Attachment" Tab and can be uploaded as Attachment in the attachment (digitally signed) link below tendering text in the attachment option under "Notes & Attachments".

The Bidder/Contractor is required to submit necessary supporting documents while claiming reimbursements towards increase in Chassis price, Road Tax, Insurance etc. mentioned in (ii) & (iii) above.

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

1.3.9 Bid received with validity of offer less than **120 (one hundred twenty)** days from the date of Technical Bid opening will be rejected.

1.3.10 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 (available along with the Annexure part of Bid Document)**. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected straightway.

2.0 BID EVALUATION CRITERIA (BEC):

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

(i) Fixed charge per tractor-trailer unit per month ----- (A)
(Tractor-trailer for 24 hours with the services of operating crew for 12 hours duty everyday throughout the month)

(ii) Running charge per Km per tractor-trailer unit----- (B)
(At tendered cost of HSD)

(iii) Overtime rate for operator----- (C)
(Overtime for operator per hour per tractor trailer unit) [Beyond 12 hours duty on any day]

(iv) Overtime rate for helper ----- (D)
(Overtime per helper per hour per tractor trailer unit) [Beyond 12 hours duty on any day]

2.2 For ascertaining overall ranking, the total bid price will be worked out taking the quantum indicated above and the rates quoted for the particular item. The Bid Price per Tractor-trailer unit will be worked out as below: -

BID PRICE PER TRACTOR TRAILER UNIT= $48 \times [A + \{B \times 3000\} + \{C \times 60\} + \{D \times 60 \times 2\}]$.

TOTAL BID PRICE = BID PRICE PER TRACTOR TRAILER UNIT x 2

(Considering uniform quantity of average monthly run of 3000 Km and 60 hours of Overtime beyond 12 hours per month for the services of each tractor-trailer unit).

2.3 Any bid offering less than 02(two) tractor-trailer units will not be considered for evaluation.

3.0 AWARD OF CONTRACT:

Award of contract will be done as under:

(a) The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of acceptable lowest quoted bid price worked out as per BEC criteria as above.

(b) The lowest evaluated bidder (L-1) bidder will be offered the contract for supplying the services of **02(two) Nos. of tractor-trailer units**.

(c) In case, if L-1 bidder happens to be two or more than two, contract will be awarded on the basis of lottery.

4.0 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.

BRC/BEC

(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.

(d) 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.

5.0 GENERAL:

5.1 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BRC & tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

5.2 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

5.3 In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the company. The loading so done by the company will be final and binding on the bidders. No deviation will however, be accepted in the clauses covered under BRC.

5.4 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 also and such clarification fulfilling the BRC clauses must be received on or before stipulated days from the date of clarification sought by the company, failing which the bid will be rejected.

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

5.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

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

DESCRIPTION OF SERVICES:

Hiring services of 02(two) Nos. brand new tractor trailer units built on 35MT GCW capacity TATA LPS 3518 TC or ASHOK LEYLAND 3518 or any other equivalent make & model tractor meeting specification as in the tender and coupled with 20MT (20,000 Kg) payload capacity double axle flat bed semi trailer with all standard fittings & accessories, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 04(four) years.

GENERAL CONDITIONS OF CONTRACT (GCC): PART-I

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 is/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 IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1.0 DEFINITION AND CONDITIONS GOVERNING THE SERVICES

In this contract, unless the context otherwise requires:

1.1 "AGREEMENT" means this service agreement.

1.2 "AREA OF OPERATIONS" means the Company's oilfield operations in the States of Assam and Arunachal Pradesh.

1.3 "BASE STATION" means the station as set out in Part-II (SOQ) hereof where the vehicle(s) / equipment shall be permanently based, (i.e. based for minimum period of 10 (Ten) days at a stretch) which may be changed at the discretion of the Company.

1.4 "BID OPENING DATE" means the date on which the Tender was opened by the Company against the finalisation of this agreement.

Company

Contractor

1.5 "BREACH OF CONTRACTUAL OBLIGATION" means amongst others also the following:

- i) Carriage of unauthorized passengers by the Transport Supplier while under this agreement with the Company;
- ii) Unauthorized use of the vehicle(s)/equipment when released to the Transport Supplier for undertaking its deployment for any other business purpose;
- iii) Withdrawal of vehicle(s)/equipment from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer and
- iv) Failure of the Transport Supplier to place the vehicle(s)/equipment for periodic inspection as per schedule as directed by Company's Engineer.
- v) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.
- vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.

1.6 "COMPANY" means Oil India Limited.

1.7 "COMMENCEMENT OF SERVICE" means the date of placement of the first vehicle / equipment under this Agreement.

1.8 "COMPANY ENGINEER" means the following:

- i) DGM-TRANSPORT or his nominee in case of the following events:

- a) Initial and subsequent inspection of vehicle(s)/equipment;
 - b) Scrutiny of documents regarding Transport Supplier's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc;
 - c) Initial placement of vehicle(s)/equipment with a user department
- or
- Daily allocation of vehicle(s) / equipment in the area of operations of the Company;
- d) Release of vehicle(s)/equipment upon conclusion of this agreement;
 - e) Assessment of time to be allowed for repairs in case of accident;
 - f) Release of vehicle(s)/equipment and termination of this agreement in case of complaints as to its deteriorated mechanical condition
- or
- Unruly behavior of the crew or repeated defaults by the Transport Supplier; and
- g) Instruct Transport Supplier to replace by more suitable hand of Operator(s)/Driver(s)/crew engaged for operating the vehicle/equipment.

- ii) The head of the user department or his/her nominee in case of the following :

- a) Normal day-to-day operation of service after placement under the respective department;
- b) Release of vehicle(s)/equipment for maintenance/inspection/fuelling
- c) Release of vehicle(s)/equipment for daily/periodic fuelling;
- d) Allotment of daily duties and timings for reporting and release;
- e) Certification of daily log sheets;
- f) Authentication of monthly statement-cum-bill
- g) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.

Company

Contractor

iii) DGM-CONTRACTS in case of the following events:

- a) Release/forfeiture of Security Deposit/Bid Security;
- b) Any dispute under this Agreement as to the Transport Supplier's obligations or otherwise;
- c) Determination of instances of shut down or stand by due to Force Majeure, Bundhs etc. or defaults or otherwise in case of dispute by the Transport Supplier.

1.9 CREW: Means Supervisors, Operators, Drivers, Handymen/ Helper(s)/ Jugalees attached to the vehicle(s)/equipment, as defined in the Clause: 1.13, 4.10.

1.10 "DUE DATE OF PLACEMENT" means the date stipulated in Clause No.9, Part-II (SOQ) hereof.

1.11 "DETERIORATED CONDITION OF VEHICLE/EQUIPMENT" means any vehicle(s) / equipment found not acceptable to Company's Engineer after mechanical inspection or/and vehicle(s) / equipment found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/and vehicle(s)/equipment which is/are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and / or vehicle(s)/equipment refused by the Company's Engineer/user department as being unfit.

1.12 "DAILY LOG BOOK" means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of these Agreement.

1.13 "DRIVER / OPERATOR" means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving License and P.S.V. Badge issued by the Regional Transport Authority who is having jurisdiction over the area of operations of the Company, who is (are) engaged by the Transport Supplier and provided with the service envisaged under this Agreement, cost whereof included in the fixed charge per month.

1.14(A) "DEFAULT" means any of the following commissions or omissions by the Transport Supplier or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations:-

- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
- b) Unsuitability of the Operator/Driver or assigned/Attendant and/or working crew;
- c) Drunkenness and intoxication of the operator/driver and/or the Attendant/crew;
- d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:-
 - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
 - ii) Due to inadequate routine maintenance
 - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
- e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment;
- f) Non-supply of fuel;
- g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Engineer during the tenure of this Agreement;
- h) If the Transport Supplier bases the vehicle(s)/equipment at a station other than the stipulated Base Station without the authorization of the Company Engineer;
- i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company;

- j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
- k) Non-availability of equipment/vehicle(s)/ crew beyond 48(Forty Eight) Hours allowable for repair / maintenance time per month;
- l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
- m) Failure on part of the Transport Supplier to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Transport Supplier to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Transport Supplier to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.
- n) Any other acts or omissions by the Transport Supplier or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal;
- p) Non-availability of services due to unauthorized/lightening strike by Transport Supplier or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.

1.14(B) In case of default not leading to shutdown, the Company's Engineer shall notify the Transport Supplier to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s)/equipment shall be released to the Transport Supplier, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

1.15 "FIXED CHARGE PER MONTH" means fixed charge mentioned under of Part-II(SOO) hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding Service Tax) as applicable, insurances, wages and other emoluments of Operator/Driver(s) /Helper(s) / Jugalees and other operation staff/crew inclusive of relief Operator / Driver(s) / Helper(s) / and other operating staff/crew, which the Transport Supplier will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Transport Supplier shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, overtime, annual leave etc. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no km run.

1.16 "HOLIDAY" means the National Holiday defined under the Motor Transport Workers Act, 1961 as may be in force from time to time, which the Transport Supplier would be required to give to his/her Crew as per the aforesaid Act.

1.17 "NORMAL HOURS/TIMINGS OF DUTY" means the duty hours, which may be stipulated or instructed by the Company's Engineer.

1.18 "HANDIMEN/HELPER/JUGALEE" means such crew engaged by the Transport Supplier and provided with the vehicle/equipment, cost whereof is included in the Fixed Charge per month.

1.19 "INSPECTION" means initial/periodic inspection carried out by the Company's Engineer to ascertain road worthiness of the vehicle(s)/equipment along with necessary Permits, Insurance etc. for the vehicle(s)/equipment as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.

1.20 "INSURANCE" means comprehensive insurance of the vehicle(s)/equipment and shall include insurance of the crew.

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

- a) Professional driving license(s) and P.S.V. badge(s) for the driver(s)/Operator(s);
- b) Registration Book(s) with endorsement of Road Tax;
- c) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required;
- d) Road permits;
- e) Fitness certificate
- f) Inner line permit(s) for Arunachal Pradesh.;
- g) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as Crew;
- h) Any other as required under law in force;
- i) Pollution under control certificate

1.22(a) "LIQUIDATED DAMAGES" means pro-rata fixed charge per hour rate payable by the Transport Supplier in case of Default as mentioned in Para 1.14(A) sub clause (b) to (n) which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the rate subject to maximum of 12(Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.27 will only be applicable.

1.22(b) "SPECIAL LIQUIDATED DAMAGES" means the amount payable by the Transport Supplier in case of default as mentioned in para 1.14 (A) sub clause (o) & (p) which shall be levied at the rate of twice the prorata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.

1.23 "LEAVE" means Annual Leave to be granted to the Crew who is employees of the Transport Supplier as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.

1.24 "MONTHLY KILOMETREAGE STATEMENT CUM BILL" means the format specified by the Company.

1.25 "HELPER/MAZDOOR" means an unskilled labourer employed by the Transport Supplier who may be engaged as per the requirements of the Company from time to time along with vehicle/equipment, in respect of whom payment shall be made as per the rates of Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time in force under the MTV Act from time to time.

1.26(a) "PRO-RATA FIXED CHARGE PER DAY" means the Fixed Charge per month as per Item- 10 of Part-II(SOQ), divided by 30(Thirty) days.

1.26(b) "PRO-RATA FIXED CHARGE PER HOUR" means the amount accrued at per Clause 1.26(a) divided by 24 (Twenty Four) hours.

1.27 "PENALTY" means the amount payable by the Transport Supplier in the event of breach of contract as stated in clause 1.14 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.

1.28 "REGISTRATION" means the vehicle(s)/equipment having registration in the name of the Supplier(s)/Firm with the R.T.O. /D.T.O. having jurisdiction in the area of operations of the Company.

1.29 "RUNNING CHARGE PER KILOMETER" means the rates stipulated in Item-20 of Part II(SOQ) hereof and shall be deemed to include all the expenditures of the Transport Supplier viz., cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved towards movement of the vehicle(s)/equipment.

1.30 "STIPULATED HOURS OF SERVICE PER DAY" means hours of duty per day, normal hours/timings of duty whereof shall be determined by the Company's Engineer for which fixed charge shall be payable.

1.31 "STATUTORY ACTS" means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following;

- a) The Motor Vehicle Act, 1988,
- b) The Motor Transport Worker's Act, 1961,
- c) The Contract Labour (Regulations & Abolition) Act, 1970,
- d) The Minimum Wages Act, 1948,
- e) The Employees Provident Fund & Miscellaneous Act, 1952,
- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
- g) The Workmen Compensation Act, 1923 &
- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order Act, 1946)
- j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936.
- l) Any other Act as applicable from time to time.

The Transport Supplier shall be solely responsible for compliance with all statutory acts at all time during the tenure of the service Agreement.

1.32(a) "SHUT DOWN" means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.14(A).

1.32(b) "SHUT DOWN" shall also mean the non-availability of the Transport service due to an accident.

1.33 "STAND BY" means any of the following "-

a) Payable fixed charge although the services are not available due to the following:-

i) For maintenance up to 48(Forty Eight) hours per month, counted from the beginning of the month, the Company shall pay the fixed charge on certification from the Head of the User Department that the shut down was due to maintenance of the vehicle(s)/equipment. This facility will be limited to maximum of 4(Four) instances in calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and Clause No.1.22 shall be applicable. Accumulation may be allowed up to a maximum of 4(Four) days i.e., 96(Ninety Six) hrs in a space of 3(Three) months which the Transport supplier will notify in writing at least 5(Five) days in advance. In case it is not availed in a space of 3(Three) months the facility will stand lapsed for that period. Shut down due to minor breakdown of the vehicle(s)/equipment (i.e., punctured tyre, minor mechanical adjustment etc.) involving downtime up to a maximum of 1(One) hour shall not be included in the 48 (Forty Eight) hours time or counted towards shutdown which shall be allowed not more than 3(Three) instances in a calendar month.

ii) Re-fuelling time for the vehicle(s)/equipment stationed at Duliajan which shall not be more than 30(Thirty) minutes and not involving more than 5(Five) km at any instance subject to a maximum of 8(eight) re-fuelling in a calendar month. For vehicle(s)/equipment stationed at other base station the time and kms will be determined by the Company's Engineer considering the distance from the nearest petrol pump and subject to the maximum of 8(Eight) re-fuelling in a calendar month. In exceptional cases where running of the vehicle(s)/equipment is/are more than 3500(Three Thousand Five Hundred) Km/month, the Head of the user department will determine the additional no. of re-fuelling required. This Kilometer and time will not be charged to the Transport Supplier.

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

1.35(a) "TAXES AND DUTIES" means APGT Tax, Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee for vehicle(s)/equipment and crew etc. as may be due and payable by the Transport Supplier entirely at his/her own cost towards operation of the services envisaged under this agreement.

Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the 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 entirely rest upon the Contractor.

1.35(b) Taxes and duties shall also mean deduction of Tax at source from the payments made to the Transport Supplier towards operation of the services envisaged under this Agreement at the rates as may be in force from time to time under the Income Tax Act, 1961 or any other Act where requires deduction of tax at source which may be in force from time to time.

1.36 Substantial control of the Tractor Trailer Units hired against this tender / contract will rest with the contractors.

2.0 DESCRIPTION OF WORK: -

2.1 All work performed by the Transport Supplier shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Part-II (SOQ) hereof which Part-II (SOQ) forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Part-III (SCC) hereof which Part-III (SCC) also forms and constitutes a part and parcel of this Service Agreement. All the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure.

2.2 Transport Supplier shall provide the transport service with vehicle(s)/equipment as determined in Part-II(SOQ) hereof and shall be responsible for all actions necessary for day to day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Transport Supplier shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.

Company

Contractor

2.3 The rates agreed/accepted by the Transport Supplier as set-out in Part-II(SOQ) hereof are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crew and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts. The rates stipulated in Part-II (SOQ) hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.

2.4 The Transport Supplier shall supply and maintain the services of all vehicles EVERY DAY with Operators, Driver(s), Attendant(s), Helper(s) / Jugalees/Mazdoor(s) (wherever applicable) as may be required by the Company.

2.5 The Transport Supplier shall hereby undertake to pay to his/her Crew/Staff reasonable/fair wages which are not less than the wages payable under the Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the Currency of this Agreement. He further undertakes to pay all his/her operating staff working under this Agreement the due wages in time including any arrears of wages which may arise due to amendments in future to the above mentioned Act.

3.0 MANNER OF CONDUCTING WORK: The Transport Supplier shall carry out all operations hereunder with due diligence, in a safe and workmen like manner and in accordance with the accepted practice and safety rules of the Company in the area of its operations.

4.0 OBLIGATIONS OF THE TRANSPORT SUPPLIER:

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

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

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

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

4.5 Any unsettled disputes between the Transport Supplier and his/her employees leading to a legal or illegal strike by them would have to be settled by the Transport Supplier expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Transport Supplier to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Transport Supplier shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Transport Supplier was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

4.6 The Transport Supplier shall ensure that the vehicle(s)/equipment deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the Transport Suppliers outstanding bills. The Company's decision in this regard shall be final and binding.

4.7 Any normal hours/timings of duty will be decided by the Company's Engineer and shall be binding on the Transport Supplier. The normal hours of duty/timings may be changed from time to time at the discretion of the Company and the Transport Supplier shall be obliged to accept such changes.

4.8(a) The Transport Supplier will park the vehicle(s)/equipment at his/their own parking yard or at Company's yard as directed by the Company's Engineer at the end of the day's work. The Transport Supplier found violating, this will be liable for breach of Contract.

4.8(b) The Transport Supplier may be asked by Company's engineer to make his/their own arrangement for parking the vehicle/equipment within 5(five) km. from the Industrial Gate of the base station on round the clock basis with ready availability of the services of the crew in such a manner that the vehicle(s)/equipment can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer.

4.9 The Transport Supplier must place the vehicle(s)/equipment for duties in time on any particular day as per the instructions of the Company's Engineer. In the event of failure to adhere to the foregoing or in the event of unauthorised release of vehicle(s)/equipment before completion of the normal duty hours, the vehicle(s)/equipment shall be treated as shut down and will attract the liquidated damages for each such failure.

4.10 The vehicle/equipment should be supplied with the services of Operator / Drivers / Handymen / Helpers / Supervisor /Attendant on duty hours basis, cost in respect thereof is included in that fixed charge per month as per clause No.1.15.

4.11 The Transport Supplier shall keep the vehicle(s)/equipment roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s) will be treated as shut down.

4.12 The Transport Supplier should ensure that the Operator(s)/Driver(s)/Helpers/Jugalees/ Mazdoors (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the Regular drivers/crew as per the requirements of the Company's Engineer. In the event of failure to do so would tantamount to a default and the vehicle(s)/equipment shall be treated as shut down, in which case the liquidated damages shall be deducted from the Transport Supplier.

4.13 The Transport Supplier must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Transport Supplier and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Transport Supplier will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.

4.14 The Transport Supplier shall undertake only journeys authorised by the Company's Engineer. Any unauthorised journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Transport Supplier on any account whatsoever.

4.15 The Transport Supplier would be required to submit the statement of payments made to his/her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.

4.16 The Transport Supplier shall indemnify the Company against any claims by the operator(s)/driver(s)/crew on account of payment of wages, bonus, perquisites etc.

4.17 The Transport Supplier shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Engineer. The Transport Supplier shall abide by the Company's Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.

5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE TRANSPORT SUPPLIER:-

5.1 The Transport Supplier shall instruct his/her crew suitably to ensure that while driving speed limits as enforced are necessarily observed. Any breach of law due to violation of the speed limits shall have to be redressed by the Transport Supplier entirely at his/her own cost.

5.2 The vehicle(s)/equipment described/set out in Part-II hereof must be equipped with all standard fittings, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Acts, 1988.

5.3 The vehicle(s)/equipment must all times be comprehensively insured against all risks.

5.4 The Operators / Driver(s) must possess valid and relevant permits and professional licenses.

5.5 The vehicle(s)/equipment must be registered with the DTO and periodic requirements of fitness, test, must be complied with the evidences produced to the Company's Engineer in this regard as and when required by him.

5.6 The vehicle(s)/equipment must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the Company to ply on commercial basis and to carry passengers including crew and goods as applicable and within the designed load capacity.

5.7 The Transport Supplier must ensure timely renewals of all licenses and permits within the due dates.

5.8 The Transport Supplier shall provide at his/her own cost the accommodation/housing for his/her employees, sheds for repairing and servicing of vehicle(s)/equipment, land/garages for parking of the vehicle(s)/equipment (wherever applicable) in and around the base station.

5.9 During the course of the day-to-day operations, the vehicle(s)/equipment may be required to ford or ferried through various rivers. The Transport Supplier will not object to such crossing and shall not be entitled to any additional charges.

5.10 The vehicle(s)/equipment must be maintained in first class road worthy condition along with uniform standards of safety and comfort to passengers as initially provided for at the time of acceptance of the vehicle(s) on the date of placement.

5.11(a) Hour meter, Speedometer and kilometreage gauge must be maintained at a high standard of accuracy. Any defects noticed by the Company's Engineer at the initial and subsequent periodical inspection must be rectified forthwith by the Transport Supplier at his/her own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's Engineer. The Company's decision in this regard shall be final and binding on the Transport Supplier.

5.11(b) Monthly payments shall accordingly be regulated according to the corrected readings.

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

5.13 All vehicles / equipment must carry special nameplates or marking for the purpose of identification as directed by the Company's Engineer. Wherever required, all vehicles must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Transport Supplier entirely on his/her own cost.

5.14 The Transport Supplier shall not refuse the vehicle(s)/equipment to be driven by the Company's operator / driver(s) / officer(s) in case of emergency when Transport Supplier's operator / driver(s) is/are not available for any reason.

5.15 The Transport Supplier shall not refuse parking of any vehicle at such places as may be directed by the Company's Engineer.

5.16 "OIL INDIA LIMITED" must be painted prominently in the wind glass frame and number plate of all vehicles.

5.17 The Transport Supplier shall furnish together with related power of attorney the names and specimen signature(s) of the authorised representative(s) who will be overall in charge of the Transport Supplier's organisation to carry out its obligations including preparation of bills, receipts of cheques etc.

5.18 The Transport Supplier's representative(s) shall report every day to the Transport Office of the Company for receiving instruction for duties of equipment / vehicle allotted for the day-to day operations.

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

6.0 RIGHTS OF COMPANY'S ENGINEER:-

6.1 The Company's Engineer shall upon initial placement of equipment / vehicle(s) check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Transport Suppliers' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer.

6.2 The Company's Engineer shall arrange for allocation of the equipment / vehicle(s) duty to the various departments if so desired.

6.3 Upon deployment of the equipment / vehicle(s) to a specified department if required, the transport service shall have to be provided by the Transport Supplier to the satisfaction of the Company's Engineer.

6.4 The Company's Engineer shall have power amongst others as follows:-

- a) Fix the normal duty hours/timings of the Transport Supplier and regularly monitor the same;
- b) Instruct the Transport Supplier from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- c) Instruct the Transport Supplier to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service. When such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Transport Supplier against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- d) Instruct the Transport Supplier to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any equipment / vehicle(s) found in deteriorated conditions and orders the Transport Supplier to rectify the defects or arrange for replacement till such default is remedied.
- f) Instruct the Transport Supplier to park the equipment / vehicle(s) at a specified place within the Company's premises or at the Transport Supplier's works.
- g) Instruct the Transport Supplier to utilise the services beyond the stipulated hours of service.
- h) Instruct the Transport Supplier to undertake authorised journeys to specified destination(s) and carry the authorised passengers or goods as the case may be.
- i) Instruct the Transport Supplier to go out of station for overnight halt(s).

- j) Undertake periodic inspection of the equipment / vehicle(s) as per programmed as may be decided by him/her. Such inspection shall be carried out in the presence of the Transport Supplier or in presence of his / her authorised representative. Such inspection/ test carried out by the Company shall be at the Transport Supplier's cost and risk.
- k) Instruct the Transport Supplier to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Transport Supplier's cost entirely.
- l) Instruct the Transport Supplier to remove the equipment / vehicle(s) in respect of which the defects as aforesaid which have been detected upon inspection/test periodically by the Company which have remained unrectified.
- m) Instruct the Transport Supplier to remove the equipment / vehicle(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
- n) Check the hour meter, speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the readings are found to be defective.
- o) Instruct the Transport Supplier to furnish the names of all operator, driver(s) and crew with full particulars at the time of commencement of the service or on any occasion when such operator / driver(s)/crew are required to be replaced for any reason.
- p) The Company's Engineer shall clearly indicate the total shut down hours in a month due to maintenance of the equipment / vehicle(s) and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or penalty, if any.

6.5 The Transport Supplier would at all times obey the instructions of the Company's Engineer and ensure compliance of the above mentioned orders and instructions.

7.0 SECURITY DEPOSIT:

7.1 The transport supplier shall upon acceptance of the tender, pay to the Company within two weeks of issue of Letter of Award (LOA) a Security Deposit amounting to **10% of annualized contract value** by way of DEMAND DRAFT/ BANKER'S CHEQUE/BANK GUARANTEE valid beyond **90 days** of the full tenure of the contract, in favour of OIL INDIA LIMITED, DULIAJAN and payable at Duliajan from any Nationalised Bank as a guarantee against timely placement of all vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn forfeiture of Bid Security apart from any other actions the company may take at its sole discretion.

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

- (a) In case of non placement of equipment/ vehicle(s) as per agreement, in full at the sole discretion of the Company.
- b) In case of any event occurring as envisaged in clause No.8.1 hereof; and/or
- c) In case of any event occurring as envisaged in clause No.9.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall;
- d) In case of premature termination due to default or breach of contract by the Transport Supplier.

7.3 In the event of an occurrence as envisaged in clause No.7.2 (b) & (c), the Transport Supplier will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Transport Supplier to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeited of the entire security deposit. The Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

7.4 Provided that in case of delay beyond 3(Three) months from the due date of placement, this agreement shall automatically stand terminated to the extent of the non-performance. This will be without prejudice to the right of the Company to terminate the agreement earlier with 1(One) month's due notice. The Transport Supplier will not be entitled to any damages or compensation whatsoever on account of such termination.

8.0 The Transport Supplier shall commence the supply of regular and continuous service by placing the equipment / vehicle(s) as per this agreement on and with effect from the due date of placement. Any delay in placement of equipment / vehicle(s) for whatsoever reasons beyond the stipulated due date of placement will call for forfeiture of Security Deposit as stipulated hereof without prejudice to any other rights of the Company reserved in this Agreement.

8.1 The Transport Supplier shall supply and maintain the services of all the equipment / vehicles in normal service EVERY DAY with operators/drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down the Transport Supplier shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Transport Supplier's outstanding bills for the specific shut down vehicle(s). However, in case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

8.2 In case of default not leading to shut down, the Company's Engineer shall notify the Transport Supplier to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Transport Supplier, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

8.3(a) In case of accidents and consequent non-availability of equipment / vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Transport Supplier notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Transport Supplier, MVI(Motor Vehicle Inspector) report and copy of garage certificate(in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by DGM-TRANSPORT. However, this will not be applicable in case of

(i) Accidents caused by rough/rash driving or because of negligence of the operator/driver engaged

(ii) Where a FIR is lodged by a third party and services of the equipment / vehicle(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the equipment / vehicle(s) will be treated as shut down and will attract liquidated damages in addition to deduction of pro-rata fixed charges.

8.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment / vehicle(s) into Company's service shall be decided by the Company's DGM-TRANSPORT which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges.

8.3(c) In case of Bundhs, Rasta Roko, and Strike etc. called by other organisation and if the equipment / vehicle(s) is/are not available for operations due to absence of operator / driver or otherwise the equipment / vehicle(s) will be treated as shut down and pro-rata fixed charge will be deducted. However, if Company feels such shut down could have been avoided liquidated damages will be imposed and shall be recovered from the subsequent bills of the Transport Supplier with proper intimation. It is to be clearly understood that 48(Forty Eight) hours time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandh/strike period.

9.0 TERMINATION:

In the event of the Transport Supplier's failure to place equipment / vehicles in due time or render proper services as per terms of this Agreement, the Company reserves the right to terminate wholly or partially the Agreement with 30(Thirty) days notice in writing and on the expiry of this notice period, this service Agreement shall stand terminated or modified for the reduced number of equipment / vehicle(s) and Transport Supplier shall not be entitled to any damage or compensation on account of such termination or reduction in number of equipment / vehicle(s) or otherwise from any cause arising whatsoever.

9.1 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Transport Supplier to terminate this Agreement in whole or in part if the Transport Supplier fails to perform any of his/her obligations under this agreement or if the Transport Supplier does not cure his/her failure immediately upon receipt of notice from the Company or during any such time as the Company may authorise in writing after receipt of default notice from the Company.

9.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.9.1, the Company may procure, upon such terms and in such manner as may deem appropriate similar services shall be liable for any excess costs incurred by the Company in this regard. However, the Transport Supplier shall continue performance of the Contract to the extent not terminated.

9.3 The Company may at any time terminate the contract giving a written notice to the Transport Supplier without compensating him, if the Transport Supplier becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy which occurred or will occur thereafter to the Company.

9.4 The Company may send written notice to the Transport Supplier, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination becomes effective, which will be at least 45(Forty Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Transport Supplier in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Transport Supplier will not be entitled to any damages or compensation on account of such termination.

9.5 This Agreement shall stand partially or fully terminated in case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated hereof and the Transport Supplier shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two) years from date of issue of banning order for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

10.0(a) The Company will make monthly payment subject to adjustment / deduction as necessary for the services rendered in each calendar month and will endeavor to pay before expiry of 30 (Thirty) days from the date of submission of monthly statement-cum-bill for the month for every equipment / vehicle on the basis of accepted rates calculation as mentioned in Part-II (SOQ) of this Service Agreement. The above period shall be counted from day when all statements in respect of all equipment / vehicles to be deployed under this Agreement are received by the Company.

10.0(b) At the end of the month, the Transport Supplier will have to submit the monthly statement-cum-bill in triplicate. Along with the monthly statement-cum-bill, the Transport Supplier will also submit to the user department a certificate every month confirming compliance with the statutory requirement and in absence of the said certificate, bill will not be processed for payment and any delay arising out of the same shall be attributable to the Transport Supplier.

10.0(c) Monthly statement / bills submitted by the Transport Supplier will be cross checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company would have right to make necessary corrections in the statement/bill submitted by the Transport Supplier before certifying/countersigning the same for processing payment.

10.0(d) A daily logbook will be maintained in triplicate. The Transport Supplier's representative or his/her operator / driver should collect the original and a copy of the daily logbook has to be submitted with statement-cum-bill for claiming payment.

STATUTORY OBLIGATIONS OF TRANSPORT SUPPLIER:

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

12.0 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.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 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 rd 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:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
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.

13.2 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 13.1 & 13.2 will be Duliaganj, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 LIABILITY & INDEMNITY:

14.1 Except as otherwise expressly provided, neither the Company or its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment / vehicle(s) or loss or damage to the property of the Transport Supplier or his/her contractors, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by willful or gross negligence. The Transport Supplier shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.2 Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Transport Supplier irrespective how such injury, illness or death is caused by willful or gross negligence. The Transport Supplier shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

Company

Contractor

14.3 Except as otherwise, expressly provided, neither the Transport Supplier nor his/her servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss to the property of the Company irrespective of how such loss or damage is caused unless caused by willful or gross negligence of the Transport Supplier or his/her servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Transport Supplier from and against such loss or damage and any suit, claim or expense resulting there from.

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

14.5 INDEMNITY AGREEMENT:

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

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

14.8 INDEMNITY APPLICATION:

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

14.9 INSURANCE:- The Transport Supplier shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials equipment and vehicle(s) belonging to the Transport Supplier or his/her contractors or sub-contractors during the currency of the agreement and shall provide certificates of such insurance.

Company

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15.0 TAXES & LEVIES:

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

15.2 Company shall withhold Income tax as per rates, which may be in force from time to time as may be applicable to the operational services under this agreement.

16.0 ASSIGNMENT:

16.1 The Transport Supplier shall not assign his/her rights, duties and obligations arising under this agreement and sublet to any third person or party except in respect of payments to be received by Transport Suppliers, if acceptable to the Company.

17.0 SUB-CONTRACT:

17.1 The Transport Supplier shall not sub-contract all or any part of the work envisaged under this Agreement.

18.0 STATUTORY OBLIGATIONS:

18.1 The Transport Supplier shall bear all other expenditure, which may be deemed necessary or required towards fulfillment of his/her obligations under the Statutory Acts during the tenure of this service agreement.

19.0 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)."

20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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 /Bid Security) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

21.0 LIQUIDATED DAMAGES FOR DELAY IN PLACEMENT/ MOBILISATION OF EQUIPMENTS/ VEHICLES AND/OR COMPLETION OF WORKS AND SERVICES: Liquidated Damages will be applicable @0.5% of contract value per week or part thereof, for delay in placement of vehicle(s)/ equipments(s) for Company's services/ Contract mobilization/completion date subject to a maximum ceiling of 7.5% of total Contract value (including mobilization cost).

Company**Contractor**

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND ON BEHALF OF _____

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

(Signature of Contractor or his/her/their legal
Attorney)

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of Witness)

(Name of Witness)

Date_____

(Full Name of Signatory)
Address:-

SIGNED & DELIVERED FOR AND ON
BEHALF OF OIL INDIA LIMITED

(Signature of Acceptor)

Date: _____

Designation: _____

Company

Contractor

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

Description of Work/Service: Hiring services of 02(two) Nos. brand new tractor trailer units built on 35MT GCW capacity TATA LPS 3518 TC or ASHOK LEYLAND 3518 or any other equivalent make & model tractor meeting specification as in the tender and coupled with 20MT (20,000 Kg) payload capacity double axle flat bed semi trailer with all standard fittings & accessories, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 04(four) years.

<u>Schedule of Work, Unit and Quantity:</u>			
Item No.	Description of Services	UOM	Quantity
10	FIXED CHARGE PER TRACTOR-TRAILER UNIT PER MONTH (Tractor trailer for 24 hours with services of operating crew for 12 hours duty everyday throughout the month.)	MONTH	96
20	RUNNING CHARGE PER KM PER TRACTOR-TRAILER UNIT AT TENDERED COST OF HSD	KILOMETER	288000
30	OVERTIME RATE FOR OPERATOR (Overtime for operator per hour per tractor trailer unit) [Beyond 12 hours duty on any day]	HOUR	5760
40	OVERTIME RATE FOR HELPER (Overtime per helper per hour per tractor trailer unit) [Beyond 12 hours duty on any day]	HOUR	11520

- 1.** Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
- 2.** 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 entirely rest upon the Contractor.
- 3.** The rates are to be quoted in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under "Notes & Attachments" of OIL's e-Tender portal. The rates quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Company**Contractor**

<p>4. 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 in respect of the following:</p> <p>a) Reimbursement / deduction on the Running Charge per km per Tractor Trailer Unit will be applicable if the diesel price changes plus or minus 5% (five percent) over the tendered fuel cost. In such case, for every increase / decrease of fuel cost by Rs. 1/litre, the running charges will increase / decrease by Rs. 0.33/KM (excluding Service Tax). However, the lower threshold limit of running charge is limited to 0(zero).</p> <p>b) Reimbursement /deduction of difference in chassis price will be applicable for any change in the declared chassis price (increase / decrease) between the period of bid closing and scheduled date of placement mentioned in the LOA.</p> <p>c) Reimbursement/deduction of difference in Road Tax, Insurance(3rd Party Premium Only), Permit, Fitness & Pollution Certificate fee will be applicable for any change (increase/decrease) in the declared amounts between the period of bid closing and scheduled date of placement mentioned in the LOA. Reimbursement of Road Tax, Insurance (3rd Party Premium Only) etc. will be done on yearly basis during the contract period. The declaration format for declaring chassis price, road tax, insurance etc. as on bid closing date is attached under "Notes and Attachment" Tab.</p> <p>d) The Bidder/Contractor is required to submit necessary supporting documents while claiming reimbursements towards increase in Chassis price, Road Tax, Insurance etc. mentioned in (b) & c) above.</p>
<p>5. The operating crew for each Tractor Trailer Unit must comprise of at least one operator & two helpers.</p>
<p>6. The Bidder(s) / Contractor(s), irrespective of their quoted rates should submit an undertaking (as per prescribed format enclosed in Annexure-C, available in annexure part of bid documents) to pay monthly wages & overtime to his/ her/their crew/staff engaged under this contract as per provisions of M.O.S dated 24.01.2014, copy of which is available at the office of DGM-CONTRACTS.</p>
<p>7. The Bidder(s) / Contractor(s) hereby required to pay the monthly wages to the Operator(s) / Helpers through Cheque and shall have to provide the details (as per OIL's format) along with the monthly bills.</p>
<p>8. Vintage of Equipment/ Vehicle(s): Brand new Tractor-Trailer units purchased & registered after issuance of LOA.</p>
<p>9. Mobilisation Period: 04(four) months from the date of issue of LOA.</p>
<p>10. Tenure of Agreement: 48 months from the date of placement of first Tractor-Trailer into OIL's services.</p>
<p>11. Tendered cost of Fuel per litre: Rs.52.28 (HSD)</p>
<p>12. Area of Operation: Any place of OIL's activities in Assam & Arunachal Pradesh.</p>
<p>13. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actual.</p>

Company

Contractor

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

PART – III (SCC): PARTICULARS, SPECIFICATIONS AND INSTRUCTIONS

Description of Work/ Service: Hiring services of 02(two) Nos. brand new tractor trailer units built on 35MT GCW capacity TATA LPS 3518 TC or ASHOK LEYLAND 3518 or any other equivalent make & model tractor meeting specification as in the tender and coupled with 20MT (20,000 Kg) payload capacity double axle flat bed semi trailer with all standard fittings & accessories, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 04(four) years.

AA: TECHNICAL -

1.0 2(Two) Nos. Brand new tractor-trailer units (all units of same make & model) procured and registered after issuance of LOA (Letter of Award) and meeting specifications/models as detailed below.

1.1 MAKE & MODEL OF TRACTOR -

(A) Bidder shall indicate the following at **Annexure-B of bid documents**:

- i. MAKE & MODEL OF TRACTOR UNITS OFFERED.
- ii. NUMBER OF TRACTOR-TRAILER UNITS OFFERED (NUMBER MUST BE TWO).

(B) The tractor units offered shall be of any one of the following models meeting specifications detailed in para. (C) below -

- TATA LPS 3518 TC or Ashok Leyland 3518 or Any other equivalent make & model tractor having minimum 35000 Kg GCW capacity when coupled to a suitable trailer.

ORIGINAL PRINTED TECHNICAL LEAFLET CONTAINING DETAILED SPECIFICATIONS OF THE OFFERED TRACTOR UNIT SHALL BE SUBMITTED ALONG WITH BID FOR SCRUTINY.

Note : - In case of supply of equivalent model, Make & Model of the tractor offered shall be clearly indicated in the bid.

(C) SPECIFICATIONS -

- a) GCW / GTW : Minimum 35000 Kg (when coupled to a suitable trailer).
- b) Drive : 4x2
- c) Wheelbase : 3250 mm (approx).
- d) Engine Output : Not less than 150 HP (at approx. 2500 rpm).
- e) Engine Emission : Should meet prevailing emission norm in India.
- f) Axle Capacity : Approx. 6000 Kg for Front & 10000 Kg for Rear.
- g) Steering : Power Assisted.
- h) Wheels : 6 + 1 spare wheel.
- i) Overall Length : 6000 mm (Appox.)
- j) Driver's Cabin : All steel construction original factory built by the tractor manufacturer with seating capacity for min. 2(two) persons excluding driver.
- k) Fifth Wheel : Suitable for 2 inch (50.8 mm) IS 6763 /SAE J133 kingpin. Make - Ashley, Tata, Volvo, York, Jost, Hyva or PLHT.

I) OTHERS -

- i) Palm coupling airline connections for Trailer brakes & Electrical Plug connection for Trailer lights, etc.
- ii) All standard lightings, fittings & accessories as per Motor Vehicle Act, two large Rear View Mirrors, Towing hook, Audio-video Reversing alarm, First Aid Box, Fire Extinguisher, two Flood Lights at rear top of driver's cabin for night operation, reflecting tapes on the body (all sides) of each Tractor for easy identification from a distance.

1.2 MAKE & MODEL OF TRAILER -

(A) The trailer meeting specifications as under shall be fabricated / manufactured by any one of the following reputed parties/works -

- (a) M/s PL Haulwel Trailers, A Division of Automotive Coaches & Components Ltd., Pondicherry - 605009 / Mumbai - 410209
- (b) M/s Tratec Engineers Pvt. Ltd., 440, Kailash Towers-II, East Of Kailash, New Delhi.
- (c) M/s Punjab Engineering, 1/A Bindu Basani Street, Kolkatta-700027
- (d) M/s Saini Engineering, 25 Ekbalpur Lane, Kolkata - 500023 (Factory : VIII Jangalpur, NH-6)
- (e) Any other reputed fabricators, details to be submitted with bids and subject to the acceptance of DGM-TRANSPORT prior to placement of order.

(B) SPECIFICATIONS -

- a) Payload : 20 MT (20,000 Kg)
- b) Type : Flat Bed Semi Trailer (without loading ramp)
- c) Axles : Suitable Axle complete with brake arrangement.
- d) Kingpin : 2 inch (50.8 mm) Kingpin as per IS 6763 / SAE J133. Make - Ashley, Tata, Volvo, Jost, York, Hyva or PLHT.

e) DIMENSIONS -

- i. Overall length : 11.5 to 12.5 Meters (approx.)
- ii. Width : 2.70 Meters (approx.)
- iii. Height : As minimum as possible; should preferably be within 1.25 Meters.

f) Construction -

All welded steel construction unit with minimum 5 mm thick MS chequered plate platform. Cross members at approx. 1.0 meter interval. Rubbing / friction plate of 5th wheel coupling made of 10 to 15 mm thick fully welded MS plate adequately reinforced. Minimum 5 Nos. stanchion holes at approx. 1.5 meter 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 will be provided by the supplier). Holes should be made sufficiently strong to hold the stanchion rigidly for loading the trailer with rated load. Suitable Lashing rings at approx. 1.5 meter interval for binding chains / chain hooks. THE TRAILOR SHOULD BE FITTED WITH SIDE UNDER PROTECTION DEVICE AS PER IS14682/ REAR UNDER PROTECTION DEVICE AS PER IS14812.

g) LANDING GEAR -

One pair minimum 10 MT capacity (Lifting Capacity) Landing Gear of reputed make. Approx. 30 cm x 30 cm size Base Plates. Ground clearance of approx. 50 cm at retraction. Make - Jost, York, Hyva, PLHT or equivalent reputed make (Details to be submitted with the Drawing).

- h) SUSPENSION : Heavy duty leaf spring or equivalent suspension.
- i) BRAKE : Suitable brake operating from driver's cabin through palm coupling between driver's cabin & trailer.
- j) WHEELS & TYRES : 8 + 1 spare wheel of adequate capacity. Mounting arrangement for the spare wheel at suitable location.
- k) TOOLBOX : Rugged steel construction tool box of adequate size under the trailer platform for storing chains, craw bars, stanchions, etc.
- l) Electricals & other : Suitable parking light, brake light, back light, traffic indicator light, reversing alarm, etc. operating from driver's cabin through suitable connector between driver's cabin and trailer, reflecting tapes at rear & sides of each trailer for easy identification from a distance.
- m) All other fittings & accessories as per Motor Vehicle Act.
- n) **Successful bidder shall submit to the Company a detailed constructional drawing with materials description of the trailers from the trailer manufacturer (amongst the parties specified in this tender document where he/she is going to fabricate the trailers) not later than 2(two) months from the date of issuance of Letter of Award (LOA) or before starting fabrication works, whichever is earlier.**

1.3 Make & Model of the tractor unit offered shall be clearly indicated in the bid.

1.4 Manufacturer's original printed technical leaflet/brochure of the tractor unit offered containing all above technical details amongst others shall be submitted along with the bid.

2.0 Tools & Accessories -

Following tools & accessories shall be provided with each tractor trailer unit -

- a) Standard tool kit, wheel wrench/s (for both tractor and trailer), 1 No. minimum 30 MT capacity hydraulic jack with handle, etc.
- b) 3 Nos. minimum 20 ft long binding chains of adequate size & capacity with hooks at each end for binding 20 MT materials on trailer platform for transportation.
- c) 3 Nos. load binders of adequate capacity.
- d) All necessary slings, chains, tools, tackles, stanchions, craw bars, etc. required for safe loading / unloading, transportation of materials of different sizes & shapes by the tractor-trailer unit.
- e) "ON OIL INDIA DUTY" shall be painted prominently on the body of vehicle.

3.0 THE FOLLOWING DOCUMENTS/INFORMATION SHALL BE SUBMITTED AT THE TIME OF PLACEMENT -

- a) Constructional drawing with material descriptions of the trailer placed from the trailer manufacturer.
- b) Documentary evidence of procurement of axles, 5th wheel coupling, kingpin and landing gears from the party/parties as stipulated in the tender/bid documents.
- c) Copy of Certificate of Fabrication of the trailer from the fabricator to the supplier in the form of Sale Letter. Same shall be considered as Sale Certificate (Form 21) for the trailer unit.
- d) Copy of Sale Certificate (Form 21) from the tractor manufacturer.
- e) All other statutory certificates viz. Pollution, Fitness, Permits, Driver's license, Comprehensive Insurance, etc. as per MV Act.

4.0 INSPECTION :

- a) The tractor trailer units will be duly inspected/tested by Company before accepting any unit for its operation. Such inspection/tests shall be carried entirely at Contractor's risk. Any tractor trailer unit found deficient or defective in any manner will not be accepted until such deficiency is completely rectified to the satisfaction of the Engineer.
- b) At the time of above inspection during placement, all documents/information detailed at para 3 above shall be submitted **AMONGST OTHER RELEVANT DOCUMENTS**.
- c) In addition to inspection at the time of placement, each Tractor Trailer unit will be inspected every three months thereafter or as and when considered necessary by the company Engineer during the tenure of the contract. Any deficiency / defect found during such inspection must be rectified by the contractor to the full satisfaction of the Engineer.

BB: OTHERS -

1. The service period will be counted from the date of placement of the **FIRST** tractor trailer unit into the service of the Company.
2. The crew for each tractor trailer unit shall comprise of 1(one) operator and 2(two) helpers/juglies (Tractor trailer for 24 hrs with services of operating crew for 12 hours duty everyday throughout the month).
3. The duty timing for deployment of crew on 12(Twelve) hours basis will be decided by the Company and shall be binding on the Supplier(s). The same may be changed from time to time at the discretion of Company.
4. Contractor's representative/supervisor will report everyday to the Transport Office for receiving instructions for duties of tractor trailers allotted for the day to day operations.
5. An undertaking of safety measures to be adopted has to be given before the commencement of the Service Agreement. The format for such declaration is available in the contract office.
6. The Company will make payment only for the journeys/trips authorized by the Company's Engineer.
- 7.1 In case, supplier fails to place the vehicle for duties in time on any particular day without prior permission from Company, then the delayed placement/duty timings will not normally be accepted. On such occasions vehicle will be treated as shutdown and the same will attract prorata deduction of fixed charge and also imposition of penalty at rates given above.
- 7.2 Similarly, if the tractor trailer unit is found to be deployed for any other duties during the period when released for parking at Supplier's yard and/or during the period when allowed for routine servicing/maintenance, then also vehicle will be treated as shutdown and the same will attract prorata deduction of fixed charge and also imposition of penalty at rates given above.
8. The tractor-trailer units supplied under this agreement will normally be used for transportation of tubules and all other Company materials, from one place to another within OIL's areas of activities in Assam & Arunachal Pradesh. The 2(two) helpers, to be provided regularly, will be required for loading of loads. In addition, whenever asked by the Company, the Supplier will have to supply additional helper/juglies for facilitating manual loading/unloading of heavy loads. Payment for such additional Juglies, if requisitioned by the Company in writing will be reimbursed extra to the Supplier at prevalent rates prescribed by appropriate authorities for engaging such labourers. Similarly, in case the minimum Two Nos. Juglies are not provided by the Supplier on any particular day, then the vehicle will either be not accepted or alternatively wages of juglies not supplied will be recovered from Supplier's bill at prevalent Govt. rates for engaging such labourers.

Company**Contractor**

9. For loading/unloading of heavy materials, where manual loading/unloading is not possible (as considered by Company), assistance of Crane for loading/unloading will be provided by Company, but all other facilities and manpower for loading/ unloading/racking at the loading/unloading end will have to be supplied by the Supplier.

10. The Supplier will be held responsible for any damage/loss that may be caused to the Company's materials during loading/ unloading/ transportation and will have to make good the losses that might be incurred by the Company.

11. It will be solely the Supplier's responsibility to fulfill all the legal formalities for these Tractor Trailer Units to ply in Dibrugarh, Tinsukia and any other districts of Assam & Arunachal Pradesh. It will also be the Suppliers responsibility to procure and renew the necessary permits etc. required for his/her men and vehicles to enter and work in Arunachal Pradesh.

12. The Supplier will have to engage skilled supervisory staff for necessary liaison with Company's Engineer. The name of such persons should be notified in writing to the company. It will be entirely the responsibility of the Supplier/his Supervisor/representative to ensure strict adherence to all safety measures during loading/unloading and transportation and safety of workers engaged by him.

13. Journey authorised by the user department shall be taken as 'Authorised' Journey and will only be considered for payment.

14. The vehicles under this Contract will be based normally at Duliajan, but will be required to make frequent trips to different OIL's areas of activities in Assam and Arunachal Pradesh. From time to time, the vehicle may be required to halt overnight at any station other than the base station, but no additional halting charges will be payable. In such an event, the Supplier shall have to bear the expenditures/arrangements as necessary. Similarly, to meet the job requirement, vehicles may be stationed from time to time at Manabhum/Kumchai in Arunachal Pradesh, areas of OIL activities. In that event, no extra charges will be paid to the Supplier and the Supplier will have to arrange his/her own accommodation etc. for his / her employees / crews.

15. The vehicle/s may be allowed to be parked in premises of Company subject to availability of space at the end of duty everyday, but the same will be absolutely at the risk of the Supplier.

16. The supplier will ensure that all the crew members of each vehicle supplied under this agreement regularly use personal protective equipment (PPE) as per requirement of the Oil Mines Act, 1952 and Oil Mines Regulations, 1984. If any of the crew members is found without PPE, the respective vehicle will not be used by the company and such period of non-use will be treated as shutdown. In case the supplier has any problem in supply of Safety Boots, Safety Helmet etc. to his crew members, he/she may request the company to supply the same on chargeable basis.

17. The crew members engaged by the supplier will be required to undergo Mines Vocational Training to be imparted by the company.

18. The supplier will ensure that his crew members follow the instruction of the company's Engineer / Junior Engineer present at site and do not violate any safety norms. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Junior Engineer for safe operation.

Company

Contractor

19. If the company arranges any safety class / training for the crew members, the supplier will not have any objection to any such training.
20. Tractor-trailer units shall have provision of audio-visual alarm for reversing. Reflecting Tapes for easy identification from a distance to be provided at the rear side & front side on the body of the vehicle.
21. Only adult persons are to be employed by the supplier. In no case, minor or adolescent workers will be allowed for working in oil field operations.
22. The lifting tackles such as ropes, slings, chains, shackles etc. should be as per BIS. The company's Engineer / Junior Engineer present at site will have the power to reject any of these lifting equipment, if found unsuitable for use.
23. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the supplier and to be countersigned by competent official from the company.
24. Besides above, all other activities are to be in compliance with the provisions of Oil Mines Regulations 1984, Mines Act 1952.

CC: BID SUBMISSION -

THE FOLLOWING INFORMATION / DOCUMENTS ARE TO BE SUBMITTED ALONG WITH THE BID -

- a) Make & Model of the tractor units offered. In case of supply of equivalent model as specified in this tender document, Make & Model of the tractor offered shall clearly be indicated in the bid.
- b) Manufacturer's original printed technical leaflet/brochure of the tractor unit containing all above technical details amongst others.
- c) BIDDER MUST GIVE AN UNDERTAKING AS PER PRESCRIBED FORMAT (**ANNEXURE-B, AVAILABLE IN ANNEXURE PART OF BID DOCUMENTS**) DECLARING THAT IF AWARDED WITH THE CONTRACT BY OIL, HE/SHE WOULD SUPPLY THE TRACTOR TRAILER UNITS STRICTLY AS PER TENDERED SPECIFICATIONS (DETAILED IN PART-III OF THIS TENDER DOCUMENT) AND ALL OTHER TERMS & CONDITIONS AND THAT HE/SHE WOULD SUBMIT TO THE COMPANY A DETAILED CONSTRUCTIONAL DRAWING WITH MATERIALS DESCRIPTION OF THE TRAILERS FROM THE TRAILER MANUFACTURER (AMONGST THE PARTIES SPECIFIED IN THIS TENDER DOCUMENT WHERE HE/SHE IS GOING TO FABRICATE THE TRAILERS) BEFORE STARTING FABRICATION WORKS OR NOT LATER THAN 2(TWO) MONTHS FROM THE DATE OF ISSUANCE OF LOI, WHICHEVER IS EARLIER.

DD: APPLICABLE TERMS AND CONDITIONS DUE TO IMPLEMENTATION OF MOS DATED 24.01.2014:

- (a) An annual increase in the daily rate of wages will be made effective from 01.01.2014 onwards till expiry of contract as below :-
- (i) Helpers (Unskilled) : Rs 20.00 per day
 - (ii) Operators (Highly Skilled) : Rs. 40.00 per day
- (b) In the event of the applicable minimum wages as notified by the Central Govt. exceeding the prevalent daily wages for Operators/Helpers, the daily wages will be suitably enhanced so as to cover the applicable minimum daily rate of wages notified by the Govt. of India.

- (c) The Operators/Helpers will be entitled for bonus @ 8.33% of the daily wages subject to the wages ceiling under the Payment of Bonus Act, 1965 which has been included along with the monthly wages.
- (d) Operator(s)/Helper(s) are entitled for a weekly day of rest after working for 06(six) consecutive days from the contractor engaging them and the contractor shall ensure reliever to run the services of the hired vehicles during the rest day.
- (e) The Operator(s) & Helper(s) will be extended 03(three) national holidays and 02(two) festival holidays in a calendar year by the contractor. National Holidays means 26th January, 15th August & 2nd October. Festival holidays to be observed by the operator(s)/helper(s) will have to be declared in writing to DGM-CONTRACTS / DGM-TRANSPORT by the contractor within one week before commencement of the contract.
- (f) The Operator(s) & Helper(s) will be granted 18(eighteen) days annual leave with wages by the contractor which will be non-cumulative and non-encashable. The annual leave with wages can be availed 03(three) times in a calendar year.
- (g) The Operators & Helpers will be extended 05(five) days of casual leave by the contractor in a calendar year which will be non-cumulative and non-encashable. The casual leave cannot be combined with annual leave and cannot be availed for more than 02(two) days at a time.
- (h) The contractor shall deposit the PF and EPF with the PF authorities positively on or before the 15th day of the subsequent month and will submit the PF and EPF deposit receipt to the Company. On production of the receipt, the amount will be reimbursed to the contractor. For compliance to the provisions of the EPF & MP Act, the contractor will approach the concerned PF authorities.
- (i) The Operator(s) & Helper(s) will be insured for an amount of Rs 04(Four) Lakhs and 02(Two) Lakhs respectively under Group Personal Accident Policy (GPAP) by the contractor for coverage under Employees Compensation Act, 1923. The annual premium will be reimbursed to the contractor by the Company on production of documentary evidence.
- (j) The Operator(s) & Helper(s) will be provided uniform and shoes by the contractor and the expenditure towards the same will be reimbursed to the contractor by the Company on submission of documents / proof of receipt as given below:-
- | | | |
|--------------|--|-------------------------------|
| (i) | 02(two) sets of uniform per year @ Rs 1500.00 x 2) | : Rs 3,000.00 |
| (ii) | 01(one) pair of shoe per year @ Rs 500.00) | : Rs 500.00 |
| Total | | : Rs 3,500.00 per year |
- (k) The monthly disbursement of wages to the Operators & Helpers by the contractor will be made latest by 10th day of the subsequent month. The mode of disbursing the monthly wages to the Operator(s) & Helper(s) by the contractor will be through account payee cheques or bank transfer / e-remittance as may be agreed upon mutually amongst themselves. The contractor will have to issue proper wages slip to the Operator(s) & Helper(s) containing therein all the requisite details such as income and deductions, if any.
- (l) The Operators & Helpers will be extended the benefits under the Employees State Insurance (ESI) Act.
- (m) The Operators & Helpers engaged by the contractor will be extended medical treatment in OIL Hospital at Duliajan in the event of any work accident arising out of the employment and in the course of employment.

Company**Contractor**

- (n) The Operator(s) /Helper(s) will not be engaged by the contractor on the following grounds :-
- (i) On attaining the age of 60(sixty) years.
 - (ii) *The person is found medically unfit.
 - (iii) For any riotous behaviour and indiscipline.
 - (iv) Any person with adverse records.

*Note: The contractor will submit a Medical Fitness Certificate every 02(two) years in respect of the Operator(s)/Helper(s) engaged by him/her.

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

PART- IV (SCPME)

Schedule of company's Plants, Materials and Equipments

Not Applicable for this tender.

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

**To,
DGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES (SM)

Description of work/service: Hiring services of 02(two) Nos. brand new tractor trailer units built on 35MT GCW capacity TATA LPS 3518 TC or ASHOK LEYLAND 3518 or any other equivalent make & model tractor meeting specification as in the tender and coupled with 20MT (20,000 Kg) payload capacity double axle flat bed semi trailer with all standard fittings & accessories, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 04(four) years.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

Company

Contractor

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Yours Faithfully,

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

FORMAT FOR BIDDER DETAILS
(To be filled up by the Bidder as applicable)

1. Name of the Bidder:

2. Nature of the firm (Proprietorship/Partnership/Limited Company etc.) with details of owner/partner/director:

3. Registered Postal Address with PIN Code:

4. Telephone Number:

5. Mobile Number:

6. E-mail ID:

7. Fax Number:

8. PAN:

9. Service Tax Registration No (if available):

10. PF Code (if available):

11. ESI Code / Sub-Code (if available):

12. Bank details of bidder:

Name of Bank, Branch Code & Address:

Account Type (Savings/Cash credit/Current etc.):

Account Number:

IFSC / RTGS Code of the Branch:

NEFT Code of the Bank:

13. Bid Security / EMD: Deposited vide Bank Draft / Banker's Cheque / Bank Guarantee: No. _____ date _____ of _____
/Online Payment Gateway.

The Bidder(s)/Contractor(s) shall submit the PAN, Service Tax Registration Number, PF Code, ESI Code / Sub-Code with documentary evidences (attested / self-attested copies) from appropriate authority. In case, the Bidder does not possess Service Tax Registration Number, PF Code, ESI Code / Sub-Code at the time of bid submission, the Bidder shall be required to submit the same later on as & when asked by OIL.

Yours faithfully,
FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

(SAMPLE FORMAT FOR UNDERTAKING AS PER BRC CLAUSE NO. 1.2.2)

Date: _____

TO,
THE DGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN

SUB: DECLARATION AGAINST BRC CLAUSE NO. 1.2.2.
E-TENDER NO.: CDI0572P16

Dear Sir,

With reference to above noted tender, I/we hereby confirm that if the contract under the above tender is awarded to me/us, I/we would supply **02(two) numbers tractor trailer units** strictly as per all the desired specifications as detailed in the tender document.

I/we also confirm that the trailers would be fabricated through any one of the prescribed parties as stipulated in the tender document.

I/we further confirm that I/we shall submit a detailed construction drawing with material description of the trailers from the trailer manufacturer where I / we are going to fabricate the trailers before starting the fabrication works or not later than **02 (two) months** from the date of issuance of LOA, whichever is earlier.

Make and model of tractor units offered, number of tractor-trailer units offered by me/us are (to be filled by the bidder):

MAKE & MODEL OF TRACTOR UNITS OFFERED →	
NUMBER OF TRACTOR- TRAILER UNITS OFFERED (NUMBER MUST BE TWO NOS.) →	
The original printed leaflet of the said tractor model is enclosed herewith.	

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

E-TENDER NO.: CDI0572P16

ANNEXURE-C (TO BE FILLED UP BY THE BIDDER)

[SAMPLE FORMAT FOR UNDERTAKING AS PER CLAUSE NO.6.0, SOQ (PART-II)]

Date: _____

TO,
THE DGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN

SUB: DECLARATION AGAINST CLAUSE NO.6.0 OF SOQ (PART-II).
E-TENDER NO.: CDI0572P16

Dear Sir,

With reference to above noted tender, I/We hereby confirm that if the contract under the tender is awarded to me /us, I/We will pay monthly wages & overtime to our crew /staff engaged under this contract as per M.O.S dated 24.01.2014.

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

STATEMENT OF NON-COMPLIANCE
E-TENDER NO.: CDI0572P16
(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the 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

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

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 format is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

TO
OIL INDIA LIMITED,
P.O. DULIAJAN, ASSAM, INDIA

SUB: BID FORM.
E-TENDER NO.: CDI0572P16

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.

We undertake, if our Bid is accepted, to commence the work as per date mentioned in the work order.

If our Bid is accepted, we will provide PBG /Security Deposit of **10% of annualized contract value** for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 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____ .

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

LETTER OF AUTHORITY

TO,
THE DGM-CONTRACTS
OIL INDIA LIMITED
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM- 786602

Sir,

SUB: LETTER OF AUTHORITY
E-TENDER NO.: CDI0572P16

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against above mentioned IFB for **Hiring services of 02(two) Nos. brand new tractor trailer units built on 35MT GCW capacity TATA LPS 3518 TC or ASHOK LEYLAND 3518 or any other equivalent make & model tractor meeting specification as in the tender and coupled with 20MT (20,000 Kg) payload capacity double axle flat bed semi trailer with all standard fittings & accessories, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 04(four) years.**

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

Note: This letter of authority shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

**BANK GUARANTEE FORMAT FOR BID SECURITY OR ANY OTHER FORMAT
ACCEPTABLE TO OIL INDIA LIMITED**

TO:

M/S. OIL INDIA LIMITED

FOR DGM (CONTRACTS)

DULIAJAN, ASSAM, INDIA, PIN - 786 602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of **Hiring services of 02(two) Nos. brand new tractor trailer units built on 35MT GCW capacity TATA LPS 3518 TC or ASHOK LEYLAND 3518 or any other equivalent make & model tractor meeting specification as in the tender and coupled with 20MT (20,000 Kg) payload capacity double axle flat bed semi trailer with all standard fittings & accessories, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 04(four) years** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI0572P16.**

KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of **Rs.3, 72,000/- (Rupees Three Lakh Seventy Two Thousand Only)** for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this _____ day of _____ 2016.

THE CONDITIONS of these obligations are:

- i) If the Bidder withdraws their bid within its original/extended validity.
- ii) If the Bidder modifies/revises their bid sumoto.
- iii) If the Bidder does not accept the order/contract.
- iv) If the Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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 any one of the above 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: _____

* * Date of expiry of Bank Guarantee should be minimum **150 days** from the date of opening of Technical Bid. In case of extension of Bid Opening Date, Bid Security validity shall have to be extended by the bidder, as and when advised by OIL.

Note: If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

INTEGRITY PACT

Between

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

And

Name of Bidder
hereinafter referred to as "**The Bidder/Contractor**"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **IFB No. CDI0572P16 [Hiring services of 02(two) Nos. brand new tractor trailer units built on 35MT GCW capacity TATA LPS 3518 TC or ASHOK LEYLAND 3518 or any other equivalent make & model tractor meeting specification as in the tender and coupled with 20MT (20,000 Kg) payload capacity double axle flat bed semi trailer with all standard fittings & accessories, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 04(four) years]**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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.

Contractor**Company**

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use _____ improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all _____ payments he has made, is committed to or intends to make to agents, _____ brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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.

Contractor

Company

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.

Contractor

Company

**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.

Contractor**Company**

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.

For the **Bidder/Contractor**

For the **Principal**

Witness 1:

Place: Duliajan

Witness 2:

Date: _____

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)
(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING
PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE
OF LOA)

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 **Hiring services of
02(two) Nos. brand new tractor trailer units built on 35MT GCW capacity
TATA LPS 3518 TC or ASHOK LEYLAND 3518 or any other equivalent
make & model tractor meeting specification as in the tender and coupled
with 20MT (20,000 Kg) payload capacity double axle flat bed semi trailer
with all standard fittings & accessories, to be stationed at any place of
OIL's activities in Assam & Arunachal Pradesh for a period of 04(four)
years** 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.

FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)

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**

Note: If Bank Guarantee is submitted towards 'Performance Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

THE END

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

PRICE BIDDING FORMAT : E-TENDER NO. CDI0572P16

Description of Work/Service: Hiring services of 02(two) Nos. brand new tractor trailer units built on 35MT GCW capacity TATA LPS 3518 TC or ASHOK LEYLAND 3518 or any other equivalent make & model tractor meeting specification as in the tender and coupled with 20MT (20,000 Kg) payload capacity double axle flat bed semi trailer with all standard fittings & accessories, to be stationed at any place of OIL's activities in Assam & Arunachal Pradesh for a period of 04(four) years.

Name of Bidder	
----------------	--

Tendered cost of fuel per litre: **Rs. 52.28 (HSD)**

Schedule of Work, Unit, Quantity & Rates:					
Item No.	Description of Services	UOM	Quantity	Rate (Rs.) To quote by the Bidder	Amount (Rs.)
A	B	C	D	E	F=D*E
10	FIXED CHARGE PER TRACTOR-TRAILER UNIT PER MONTH (Tractor trailer for 24 hours with services of operating crew for 12 hours duty everyday throughout the month.)	MONTH	96		0.00
20	RUNNING CHARGE PER KM PER TRACTOR-TRAILER UNIT AT TENDERED COST OF HSD	KILOMETER	288000		0.00
30	OVERTIME RATE FOR OPERATOR (OVERTIME FOR OPERATOR PER HOUR PER TRACTOR-TRAILER UNIT)[Beyond 12 hours duty on any day]	HOURL	5760		0.00
40	OVERTIME RATE FOR HELPER (OVERTIME PER HELPER PER HOUR PER TRACTOR TRAILER UNIT) [Beyond 12 hours duty on any day]	HOURL	11520		0.00
TOTAL BID PRICE (RS.)					0.00

TO,
THE DGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN

**SUB: DECLARATION BY THE BIDDER/CONTRACTOR IN RESPECT OF CHASSIS
PRICE, ROAD TAX, INSURANCE ETC. AS PER BRC CLAUSE NO. 1.3.8(ii) & (iii)
E-TENDER NO. CDI0572P16**

Dear Sir,

Fixed Charge quoted in the "Price Bidding Format" is based on (as on bid closing date):

Name of the Bidder:

(i) Chassis price per Tractor Trailer Unit (Tractor Part only)

Rs. _____

(ii) Road Tax per Tractor Trailer Unit (Tractor Part only)

Rs. _____

(iii) Insurance(3rd Party Premium Only) per Tractor Trailer Unit (Tractor Part only)

Rs. _____

(iv) Permit Fee per Tractor Trailer Unit (Tractor Part only)

Rs. _____

(v) Fitness Fee per Tractor Trailer Unit (Tractor Part only)

Rs. _____

(vi) Pollution certificate Fee per Tractor Trailer Unit (Tractor Part only)

Rs. _____

Note: The Bidder/Contractor is required to submit necessary supporting documents while claiming reimbursements towards increase in Chassis price, Road Tax, Insurance etc. mentioned above.

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).